



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

PROJECT DEVELOPMENT SERVICES

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

COMPREHENSIVE CONSTRUCTION CONSULTING, INC.

FOR

**PROJECT DEVELOPMENT SERVICES
PS3005B**

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

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Mayor Lori Lightfoot
Chairman
Carina Sánchez
Executive Director

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Project Development Services – PS3005B

THIS AGREEMENT (“Agreement”) effective as of December 11, 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” or “PBC”), and Comprehensive Construction Consulting, Inc. (“Consultant”) with offices at 53 West Jackson Boulevard, Suite 915, Chicago, IL 60604 for Project Development Services (“Services”) as stated herein.

RECITALS

WHEREAS, the Commission is a municipal corporation organized and operating under the Constitution and laws of the State of Illinois and on behalf of various governmental agencies including, but not limited to, the City of Chicago, the Chicago Public Library, the Chicago Park District, the City Colleges of Chicago, and the Chicago Board of Education, and intends to undertake from time to time the acquisition, demolition, renovation, development, planning, construction, and/or improvement of buildings, facilities and other improvements;

WHEREAS, the Commission requires certain professional services described in the Agreement and desires to retain the Consultant on the terms and conditions set forth in the Agreement to perform such Services; and

WHEREAS, the Consultant desires to be so retained by the Commission and has represented to the Commission that the Consultant has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement; and

WHEREAS, the Commission has relied upon the Consultant's representations in selecting the Consultant; and

WHEREAS, in reliance upon the Consultant's representations, the Commission has selected the Consultant to perform the Services on the terms and conditions set forth in this Agreement.

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

TERMS AND CONDITIONS

Article I. INCORPORATION OF RECITALS

Section 1.01 The matters recited above, the "Recitals" are incorporated in and made a part of the Agreement.

Article II. DEFINITIONS AND USAGE

Section 2.01 Definitions. The following phrases have the following meanings for purposes of the Agreement:

- (a) *Agreement*. This Agreement between the Commission and the Consultant, including all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications and revisions made in accordance with its terms.
- (b) *Consultant*. The company or other entity identified in this Agreement, including but not limited to Key Personnel, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement.
- (c) *Authorized Commission Representative(s)*. One or more persons designated in writing by the Executive Director for the purposes of assisting the Commission in managing the Project. As specifically directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission.
- (d) *Commission*. The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director, including the Commission's Authorized Representative, as designated by the Executive Director in writing.
- (e) *Completion Date*. The date or dates, as determined by the Commission's Executive Director or Chief Development Officer, on which the Consultant's Key Personnel has completed all of its obligations under this Agreement or on which the Consultant's Key Personnel's Services are no longer needed for the Project.
- (f) *Contractor*. The firm, corporation, partnership, joint venture or other entity that enters into a contract with the Commission to perform work, including but not limited to planning, design and construction as required in order to complete the Project.
- (g) *Day*. Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.
- (h) *Deliverables*. The Project Development Services and related responsibilities requested by the Commission, including those outlined in this Agreement, included in the Request for Proposal, and any other services and or responsibilities requested by the Commission under this Agreement, including but not limited to documents such as payment logs, change order logs, field reports, meeting minutes, punch list logs and close out documentation, as necessary to effectively perform the Services as defined herein.
- (i) *Executive Director*. The person employed by the Commission as its Executive Director or designee.
- (j) *Key Personnel*. Key Personnel means those job titles and persons as identified in Consultant's proposal and any others so identified and accepted by the Commission to perform project management services for the Commission's Projects.
- (k) *"OCDM" (or 'the System')*. OCDM or the System refers to the PBC's designated On-line Collaboration and Document Management system. It shall be used by the Consultant to track the Work, manage

Project(s), and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative

- (l) *Request for Staffing.* A request issued by the Commission to Consultant requesting submittal of resumes of qualified Key Personnel to provide Services as needed for the Project.
- (m) *Personnel Approval Request or "PAR".* A written approval of staffing of Key Personnel issued by the Commission establishing the start date, anticipated Completion Date and rates for each Key Personnel.
- (n) *Project.* Includes but is not limited to the acquisition, demolition, renovation, development, planning, design, construction, and/or improvement of buildings, facilities and other improvements undertaken by the Commission at the request of the User Agency.
- (o) *Services.* Collectively, the duties, responsibilities and tasks that are necessary in order for the Consultant to provide Key Personnel to the Commission, including but not limited to, project management, cost management, contract administration, document control, closeout and all other responsibilities identified by the Commission for the ongoing development of the Commission's Projects.
- (p) *Subconsultant.* Any person or entity hired or engaged by the Consultant to provide any part of the Services required under the terms of this Agreement.
- (q) *User Agency.* The municipal corporation, governmental agency or agencies that requested the Commission to undertake the acquisition, demolition, renovation, development, planning, design, construction, and/or improvement of a Project(s).

Section 2.02 Usage and Conventions

- (a) Captions and Headings. The captions and headings of the various sections of the Agreement are used solely for reference purposes and do not construe, nor will they be deemed or used to construe, interpret, limit, or extend the meaning or scope of any work, clause, paragraph, or provision of the Agreement.
- (b) The term "include," in all its forms, means "include, without limitation" unless stated otherwise.
- (c) Terms of one gender imply the other gender(s) unless the context clearly indicates otherwise. Use of the singular includes the plural and vice versa.

Article III. INCORPORATION OF DOCUMENTS

The following documents are incorporated in and made a part of the Agreement. By executing the Agreement, the Consultant acknowledges that Consultant is familiar with the contents of each of such documents and will comply fully with all applicable portions of them in performing the Services.

Section 3.01 Policies Concerning MBE and WBE. The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE") is included as Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises for Professional Services, as the same may be revised from time to time.

Section 3.02 Exhibits and Schedules. All Exhibits and Schedules attached hereto at the time of execution are a part of and fully incorporated into this Agreement.

Section 3.03 PBC Errors & Omissions (E & O) Committee Manual. The PBC E & O Manual will be amended from time to time. Any updates or revisions will be provided to the Consultant for project management as part of its change management responsibilities. The Consultant is responsible for providing its Key Personnel with any updates to the PBC E & O Manual.

Article IV. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES

Section 4.01 Engagement. The Commission engages the Consultant, and the Consultant accepts the engagement, to provide the Services described in this Agreement, and those Services as they may be amended by an Amendment to the Agreement as provided below in Section 4.12.

Section 4.02 Performance Standard.

- (a) The Consultant represents that the Services performed under the 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 professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. The Consultant will assign at all times during the term of the Agreement the number of experienced, appropriately trained Key Personnel necessary for the Consultant to adequately and timely perform the Services and provide the Deliverables in the manner required by the Agreement. Failure by the Consultant or Consultant's Key Personnel to adequately perform its obligations under this Agreement, as solely determined by the Commission, will be deemed an Event of Default subject to Article X of this Agreement and subject Consultant to all obligations of indemnification as provided for in Article VIII of this Agreement.
- (b) The Consultant must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Consultant must maintain current copies of any such licenses and, upon request, provide such copies to the Commission. The Consultant will remain responsible for the professional and technical accuracy of all Services furnished, whether by the Consultant or Subconsultants on its behalf. All Deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.

Section 4.03 Key Personnel.

- (a) The Consultant must not reassign or replace Key Personnel without the written consent of the Commission. The Commission may at any time in writing notify Consultant that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed on Exhibit F to the Agreement. Upon the Consultant's receipt of such notice, Consultant must immediately suspend the identified Key Personnel from performing Services under this Agreement and, if required, must immediately replace him or her with a person possessing comparable professional credentials and experience. Such replacements are subject to a PAR issued by the Commission. In the event Consultant is unable to find an adequate replacement, Consultant must immediately notify the Commission. The Commission reserves the exclusive right to accept or reject any suggested replacement Key Personnel. In the event Consultant is unable to replace the Key Personnel with an acceptable replacement, the Commission reserves its right to engage any replacement Key Personnel from a different project development service provider. In that event, the Commission's election to engage replacement Key Personnel from a different project development service provider shall not be considered a breach of the Agreement and the Consultant shall not be entitled to any further fees or damages, including but not limited to expectation damages, from the Commission.
- (b) Consultant shall conduct criminal and background checks on Key Personnel prior to Consultant submitting a PAR to the Commission. The results of any/all criminal background checks must be submitted with each PAR or as otherwise required by the Commission. In the event a criminal or background check produces a record concerning Key Personnel, the Commission shall have the right to reject the applicable Key Personnel or immediately suspend the Services of the assigned Key Personnel and Consultant shall be responsible for replacing the Key Personnel in accordance with Section 4.03(a) herein. In conducting the criminal and background checks, Consultant shall:
 - (i) Verify the identity of all Key Personnel by viewing a copy of a current government issued picture identification card or license;

- (ii) Conduct child abuse registry checks in the state of Illinois and all states of residency for the time period of January 2014 through the date Key Personnel is submitted for consideration by the Commission;
- (iii) Conduct criminal history checks with the state of Illinois and all states of residency for the time period of January 2014 through the date Key Personnel is submitted for consideration by the Commission;
- (iv) Review the results of the background checks and take appropriate action, including but not limited to disclosing any information obtained from the background checks conducted on Key Personnel already engaged by the Commission pursuant to this Agreement; and

Section 4.04 Adequate Staffing.

- (a) The Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain for the duration of the Agreement adequate Key Personnel that are fully equipped, licensed as appropriate, available as needed and qualified to perform the Services. The Consultant must disclose the Key Personnel and their positions in Exhibit F to this Agreement. The Consultant must update Exhibit F as needed for the duration of this Agreement. The Consultant shall provide Key Personnel (as approved by the Commission) calculated on a forty (40) hour work week.
- (b) The level of staffing may be revised from time to time by notice in writing from Consultant to the Commission and with prior written consent of the Commission. In the event that the Consultant fails to adequately staff a Project or timely perform its obligations under this Agreement, and the Contractor and/or Subcontractor files a claim for delay damages as a result of such failures, the Consultant shall be liable to the Commission and the User Agency for any delay damages due the Contractor and/or Subcontractor for delays caused by the Consultant's failure to adequately staff the Project with Key Personnel or Key Personnel's failure to adequately perform the Services.

Section 4.05 Nondiscrimination. In performing under this Agreement, the Consultant shall not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, color, creed, national origin, gender, age, or disability, or otherwise commit an unfair labor practice. The Consultant certifies that he/she is familiar with, and will comply with, all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 42 U.S.C. §§ 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); 41 C.F.R. § 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 et seq. (1990); the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; the Environmental Barriers Act., 410 ILCS 25/1 et seq; and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended. The Consultant will further furnish such reports and information as may be requested by the Commission, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above-mentioned laws and regulations.

Section 4.06 Employment Procedures; Preferences and Compliance. Salaries of Consultant's Key Personnel 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 such payroll deductions as are mandatory or permitted by applicable law or regulations. The Consultant certifies that he/she is familiar with, and will comply with, all applicable provisions of 820 ILCS 130/0.01 through 130/12 (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7

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

Section 4.07 MBE and WBE Certification. Upon execution of this Agreement, Consultant shall provide a current certification issued by the City of Chicago or County of Cook designating the Consultant as a certified Minority Business Owned Enterprise ("MBE") or Women Owned Business Enterprise ("WBE"). Said certification shall be maintained for the duration of this Agreement and to the extent necessary renewed certifications shall be provided to the Commission.

Section 4.08 Records. The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by the Consultant, Key Personnel and any Subconsultant engaged in connection with the Project, and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices as well as the requirement of the Local Records Act, 50 ILCS 205/1, et. seq. The Commission may examine such records at the Consultant's offices upon reasonable notice during normal business hours. The Consultant must retain all such records for a period of not less than five (5) calendar years after the termination or expiration of the Agreement. However, if there is a disagreement over fees or a dispute between the Commission and the Consultant, or if a claim or dispute pertaining to the Project is filed by the Contractor, then Consultant must retain all such records for five (5) calendar years from the date of the claim or dispute, or until a final resolution of the matter, whichever occurs later.

Section 4.09 Compliance with Laws and PBC Ethics Policy. In performing its Services under this Agreement, the Consultant must comply with all applicable federal, state and local laws, rules, and regulations. The Consultant and its Subconsultants, including but not limited to its Key Personnel, its respective officers, directors, agents, partners and employees of such entities, shall cooperate with the Inspector General of the Public Building Commission and the Inspector General of the User Agency 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.

The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at https://www.pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_ecr_CodeofEthicsConsolApril-2013_20130405.pdf and is incorporated into this Agreement by reference.

Section 4.10 Defects in Project. The Consultant and/or its Key Personnel must immediately notify the Commission if the Consultant and/or its Key Personnel obtains knowledge of an issue or circumstances which could result in a delay in the performance of Services or a significant problem in connection with the Project, including but not limited to construction defects, cost overruns, scheduling delays or construction delays.

Section 4.11 Amendments to this Agreement. The Commission may from time to time request changes to the terms and provisions of the Agreement. Such changes, including any increase or decrease in the amount of compensation and any revisions to the description, scope, detail, or duration of the Services, which are mutually agreed upon by and between the Commission and Consultant, will be incorporated in a written amendment to the Agreement. The Commission will not be liable for any additional payment to the Consultant until a written amendment is executed by the Consultant and the Commission.

Section 4.12 Debarred Entities or Individuals. Consultant understands and agrees it shall 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.

Section 4.13 On-Line Collaboration System. The Consultant shall use the Commission's System, i.e. electronic document management system, in performing the Services. The Consultant shall follow the Commission's procedures and submit progress reports and other Deliverables through the System (or any other system in use by the Commission). Prior to providing Services, all Key Personnel must attend courses and receive training on the System (or any other system in use by the Commission) provided by or on behalf of the Commission. Any Key Personnel time and/or costs incurred by Consultant as a result of the attendance of Consultant's Key Personnel at System (or any other system in use by the Commission) training courses are not compensable by the Commission.

Section 4.14 Subconsultant Terms and Conditions. Consultant shall include a provision in any and all agreements that Consultant may enter into with any Subconsultant for the performance of the Services that states that the Subconsultant shall comply with all terms and conditions of this Agreement in its performance of its portion of the Services. In addition, each agreement Consultant enters into with any Subconsultant for the performance of Services shall provide that the Commission is a third-party beneficiary of the agreement and the Commission may enforce any of this Agreement's terms including, but not limited to, those pertaining to standard of performance, indemnity and insurance. Consultant shall ensure that Subconsultant complies with all insurance requirements as set forth in Article VIII herein. Nothing in this Agreement, nor any amendment to this Agreement shall state, imply or be construed to state or imply that the Commission or its User Agency are indemnitors or insurers of Consultant or Consultant's Subconsultants. Consultant's engagement of a Subconsultant shall require prior written approval of the Commission.

Article V. TERM, SUSPENSION AND TERMINATION

Section 5.01 Term. The initial term of this agreement shall be three (3) years ("Initial Term") with an option for two (2) additional two (2) year extensions ("Additional Term") which may be exercised at the sole discretion of the Commission. The same terms and conditions applicable to the Initial Term shall be applicable to any Additional Terms. The Commission shall give the Consultant no less than thirty (30) days-notice of the Commission's intent to exercise its option to extend the Agreement for any Additional Term.

Section 5.02 Termination by the Commission. The Commission has the right, at any time, to terminate this Agreement in whole or in part, with or without cause, by thirty (30) days written notice given to the Consultant (the "Termination Notice"). Termination shall be deemed after the date of the Termination Notice (the "Termination Date"). So long as the Consultant is not in default under this Agreement at the time of the Termination Notice, the Commission will pay the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the Termination Date. The Commission may exercise any right of set off regarding Consultant's failure to properly perform Services, including but not limited to pending Contractors' or Subcontractors' delay claims, from payments that are due to Consultant.

Section 5.03 Suspension by the Commission. The Commission has 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 (the "Suspension Notice") given to the Consultant at least five (5) days before the effective date of suspension (the "Suspension Date"). Upon receipt of the Suspension Notice the Consultant must wind down its Services and demobilize from any Project site. So long as the Consultant is not in default under this Agreement at the time of the Suspension Notice, the Commission will pay the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the Suspension Date.

- (a) During the period the Consultant's performance is suspended, the Consultant is not entitled to incur fees or bill the Commission, except for Consultant's time for participating in substantive meetings concerning the Project (but not for meetings to discuss Consultant's invoices or claims). The Consultant may bill such time spent during a suspension only if the Consultant's participation is requested by the Commission and only for the time of one individual per meeting. Commission will pay for such time at the applicable hourly billing rate set forth in Schedule B. Participation in meetings at the request of the Commission

shall not be considered to be a resumption of the Consultant's Services or a withdrawal or waiver of the Suspension Notice.

- (b) If the Consultant is required to resume its Services under this Agreement, the Commission shall issue a written notice ("Revocation of Suspension") granting Consultant a reasonable period not to exceed ten (10) days to remobilize itself. The Consultant may bill for reasonable time spent on remobilization so long as the Commission's Suspension Notice was not issued for cause attributable to the Consultant. The Commission will pay for such remobilization as is reasonable and billed at the hourly rate for one Senior Project Manager or less at the hourly billing rate set forth in Schedule B. The Consultant will re-commence its Services as of the date of the Revocation of Suspension and may resume billing in accordance with the terms of the Agreement.

Section 5.04 Effect of Termination or Suspension. Termination or suspension of this Agreement in whole or in part does not relieve the Consultant from liability to indemnify the PBC or User Agency as provided in this Agreement or from Consultant's performance of any obligation under this Agreement that was performed or was to have been performed by the Consultant on or before the Termination Date or Suspension Date. In no event will the Commission be liable to the Consultant for any loss, costs or damages, including lost profits, which the Consultant or its Subconsultants or any other party may sustain by reason of the termination or suspension of this Agreement.

Section 5.05 Force Majeure. The term "*force majeure*" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders Consultant's performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to extraordinary acts: of nature, such as tornadoes; of people, such as acts of terrorism; or of governments, such as imposition of martial law. Neither of the parties will be liable to the other party 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 immediate 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 the Agreement for the duration of the *force majeure*. The Commission will not be obligated to pay Consultant for the Services to the extent and for the duration that performance of the Services is delayed or prevented by *force majeure*, but, provided the Consultant is not in default under the Agreement, the Commission will pay to the Consultant, according to the terms of the Agreement, all compensation and reimbursements due to the Consultant for periods up to the Suspension Date.

Article VI. COMPENSATION OF CONSULTANT

Section 6.01 Compensation. The Commission will compensate the Consultant for the Services in the hourly rate and manner set forth in Schedule B.

Section 6.02 Maximum Compensation. Consultant's maximum compensation under this Agreement shall be Eight Million Five Hundred Thousand Dollars (\$8,500,000).

Article VII. RIGHTS AND OBLIGATIONS OF COMMISSION

Section 7.01 General and Specific. In connection with the administration of the Project by the Commission and the performance of the Agreement by the Consultant, the Commission has the following rights and obligations, in addition to those provided elsewhere in the Agreement:

Section 7.02 Information. The Commission will provide Consultant with all information reasonably required concerning the Commission's requirements for the Project and the Services.

Section 7.03 Audits. The Commission has the right to audit the books of the Consultant and its Subconsultants on all subjects relating to the Project and/or the Services provided pursuant to the Agreement.

Section 7.04 Legal, Auditing and other Services. The Commission will 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 Project. Such payments will not include legal or auditing expenses arising out of or relating to failure to perform by Key Personnel of the Consultant or its Subconsultants.

Section 7.05 Ownership of Documents. All documents, data, studies and reports prepared by the Consultant or its Subconsultants pertaining to the Project and/or the Services will be the property of the Commission.

The parties intend that, to the extent permitted by law, all Project drawings, specifications and other design documents related to the Project will conclusively be deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101 et seq., and that the Commission, the User Agency and their successors and assigns, will be the copyright owner of all aspects, elements and components of them in which copyrights can subsist.

Article VIII. INDEMNIFICATION

Section 8.01 Professional Indemnity. The Consultant must indemnify, defend and hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees ("Indemnified Parties") free and harmless from and against all claims, including but not limited to Contractors' or Subcontractors' delay damages claims, demands, suits, losses, costs and expenses, including reasonable attorneys' fees and expenses court costs and experts' fees, that are claimed to be the result of: (i) Consultant's, Consultant's, Subconsultant's or Consultant's Key Personnel's failure to perform under this Agreement, Consultant's, Subconsultant's or Consultant's Key Personnel's failure to perform shall be solely determined by the Commission as provided for in Section 4.02 herein; (ii) Consultant's, Consultant's Subconsultant's or Consultant's Key Personnel's negligent acts; (iii) Consultant's, Consultant's Subconsultant's or Consultant's Key Personnel's misconduct in the performance under this Agreement.

Section 8.02 General Indemnity. For all other claims, including but not limited to claims for personal injury or workers' compensation claims made by Consultant's Key Personnel or Consultant's Subconsultants, Consultant must protect, indemnify, defend and hold the the Indemnified Parties free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the attorneys' fees and expenses, court costs and experts' fees, that may arise out of or be based on any injury to persons or property that are claimed to be the result of the Consultant's, Consultant's Subconsultant or Consultant's Key Personnel's performance under or in connection with this Agreement.

The indemnification obligations provided in this Article VIII will be effective to the maximum extent permitted by law. This indemnity extends to reasonable legal costs, including, without limitation: attorneys' fees, costs, liens, judgments, settlements, penalties, experts' fees, professional service fees or other expenses incurred by the Indemnified Parties, including but not limited to reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Agreement. Further, the indemnity contained in this section will survive the expiration, Date of Suspension or Date of Termination of this Agreement. For claims subject to the General Indemnity, the Consultant shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subconsultant, agents or servants of the Consultant or its Subconsultants, Contractors or Subcontractors, even though the claimant may allege that the Indemnified Parties were in charge of the Services or allege negligence on the part of the Indemnified Parties. An Indemnified Party will have the right, at its sole option, to choose legal counsel (the costs of which to be reimbursed by Consultant) and to participate in the defense of any such suit, without relieving the Consultant of its obligations hereunder.

Section 8.03 Waiver. To the extent permissible by law, the Consultant waives any limits to the amount of its obligations to indemnify or contribute to any sums due pursuant to Consultant's obligations. Notwithstanding the forgoing, nothing in this Article VIII obligates the Consultant to indemnify an Indemnified Party for the Indemnified Party's own negligence or willful misconduct. Defense costs shall be allocated on a comparable fault basis.

Article IX. INSURANCE MAINTAINED BY THE CONSULTANT AND SUBCONSULTANT

- (a) The Consultant shall purchase and maintain at all times during the Term of this Agreement and any extensions thereto, for the benefit of the Commission, the User Agency Consultant, and Consultant's Key Personnel insurance coverage which will insure the Commission, the User Agency and the Consultant against claims and liabilities which could arise out of the performance or failure to perform Services, including the insurance coverages set forth in Exhibit G to this Agreement.
- (b) Consultant shall ensure that any Subconsultant engaged by Consultant to perform Services shall purchase and maintain at all times during the term of Subconsultant's engagement, for the benefit of the Commission, the User Agency and Subconsultant, insurance coverage which will insure the Commission, the User Agency and the Subconsultant against claims and liabilities which could arise out of Subconsultant's performance or Subconsultant's failure to perform Services, including the insurance coverages set forth in Exhibit G to this Agreement. In the event Subconsultant elects not to procure and maintain insurance as provided for herein, Contractor shall name Subconsultant as an additional insured on Consultant's insurance policy and proof of insurance shall be provided to the Commission prior to Subconsultant's performance of any Services. In the event Subconsultant fails to procure and maintain the requisite insurance and Consultant fails to identify Subconsultant as an additional insured on Consultant's insurance policy, Consultant agrees and understands that Consultant shall be solely responsible for full and complete indemnification of the Indemnified Parties for any and all claims associated with Subconsultant's performance or Subconsultant's failure to perform.

Article X. DEFAULT

Section 10.01 Events of Default. Each of the following occurrences constitutes an Default by the Consultant under the Agreement for which Consultant shall have ten (10) days to cure following issuance of written notice of default by the Commission ("Notice of Default"):

- (a) Failure or refusal on the part of the Consultant, Subconsultant or Key Personnel to duly observe or perform any obligation or agreement on the part of the Consultant contained in the Agreement or Request for Proposal, in a timely manner and with such professional skill and diligence as necessary to ensure the orderly progress of the Project, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10)-day period) after the date on which written notice of it has been given to the Consultant by the Commission;
- (b) Any negligent or intentional misrepresentation made by the Consultant relative to: (i) Services performed; (ii) Key Personnel's ability to perform the Services; (iii) Consultant's capability to adequately staff the Projects; or (iv) Consultant's, Subconsultants' or Key Personnel's failure to timely provide the Deliverables as required by this Agreement;
- (c) 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 bankrupt or 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 all or any substantial part of its assets or properties, or if it or its principals take any action in furtherance of any of the foregoing;

- (d) Any proceeding is commenced 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 following commencement of the proceeding, or appointment of, 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 will not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days of the appointment.
- (e) The Consultant's material failure or refusal to perform or re-perform any of its obligations or Services in a timely manner and with a degree of skill consistent with the Performance Standard as set forth in Section 4.02 of this Agreement, including but not limited to any of the following:
 - (i) Failure of Consultant, Subconsultant or Key Personnel, due to a reason or circumstance within the Consultant's reasonable control, to timely perform or re-perform the Services with sufficient and adequate skilled personnel and equipment or with sufficient material to ensure the performance of the Services according to this Agreement;
 - (ii) Failure to properly perform or re-perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (iii) Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory in accordance with this Agreement;
 - (iv) Discontinuance of the Services for reasons within the Consultant's reasonable control;
 - (v) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination; or
 - (vi) Any change in ownership or control of the Consultant without prior written approval of the Executive Director, which approval the Executive Director will not unreasonably withhold.
- (h) The Consultant's default under any other agreement it presently may have or may enter into with the Commission, the User Agency or any other governmental agency. Consultant acknowledges that in the event of a default under any such agreement, the Commission may also declare a Default under this Agreement.

Section 10.02 Commission's Right in Event of Default. If an Event of Default occurs and Consultant fails to cure said Event of Default, then the Commission may exercise any right, power or remedy permitted to it by law or in equity it has, in particular, without limiting the generality of the foregoing, the right to terminate the Agreement upon written notice to the Consultant, in which event the Commission has 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, subject to set off of any claims of the Commission against the Consultant for failure to properly perform Services, including but not limited to contractors' pending delay claims resulting from Consultant's failure to properly and/or timely perform Services. No courses of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right will operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies. The Commission's decision to Terminate the Agreement is not subject to claim or dispute under Article XI. The Commission may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited to, the Consultant's failure to perform or re-perform Services in a timely manner or failure to adhere to the terms of this Agreement.

Section 10.03 Remedies Not Exclusive. No right or remedy in this Agreement conferred upon or reserved to the Commission is exclusive of any right or remedy provided or permitted under this Agreement or by law or equity, but each is cumulative of every other right or remedy given in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

Article XI. CLAIMS AND DISPUTES

Section 11.01 General. All claims by the Consultant ("Claim") arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including questions

concerning entitlement for additional compensation for Services performed or Deliverables provided by the Consultant, its Key Personnel or Subconsultants, and all claims for alleged breach of contract must first be presented by the Consultant to the Authorized Commission Representative for resolution. In the event the Consultant and the Authorized Commission Representative cannot resolve the Consultant's Claim, the Consultant must file a written dispute ("Dispute") to the Executive Director for final determination, subject to Section 11.04 below.

Section 11.02 Continuing Services. Unless requested by the Commission to suspend Services, Consultant agrees that the Services will not be stopped or slowed in any way during the pendency of a Claim or Dispute. Consultant, Consultant's Key Personnel and Consultant's Subconsultants shall continue to perform the Services pending final resolution of a Claim or Dispute.

Section 11.03 Claim Procedure. The Consultant must make all requests for determination of Claims in writing, specifically referencing this Section, and include: 1) the issue(s) presented for resolution; 2) a statement of the position of the Consultant; 3) the facts underlying the Claim; 4) reference to the applicable provisions of the Agreement by page and section; 5) identification of any other parties believed to be necessary to the resolution of the Claim; and 6) all documentation which describes and relates to the Claim. The Authorized Commission Representative will have thirty (30) business days to respond in writing to the Claim by supplementing the submission or providing its own submission. The Authorized Commission Representative will attempt to negotiate a resolution of the Claim by agreement, but if a negotiated resolution is not achieved, the Authorized Commission Representative must provide a written ruling within sixty (60) days of receipt of the Claim instructing the Consultant that any dispute ("Dispute") must be filed with the Executive Director within thirty (30) days from the date of the ruling. If the Consultant fails to file a Dispute within thirty (30) days following the ruling by the Authorized Commission Representative, the Consultant will be deemed to have accepted the ruling and waived its right to challenge it.

Section 11.04 Dispute Procedure. In the event that the Authorized Commission Representative and Consultant cannot resolve the Claim, the Consultant may file a written Dispute with the Executive Director for final determination. The Dispute submission must contain the information required in Section 11.03 above and a copy must be simultaneously provided to the Authorized Commission Representative. The Authorized Commission Representative shall file a response within thirty (30) days and simultaneously provide a copy of its response to Consultant. The Authorized Commission Representative may request an additional thirty (30) day extension be granted by the Executive Director. Consultant may file a reply with the Executive Director thirty (30) days after the Authorized Commission Representative filed its response. Consultant shall simultaneously provide a copy of its reply to the Authorized Commission Representative. Consultant may request an additional fifteen (15) day extension to file its reply be granted by the Executive Director.

Section 11.05 Executive Director's Final Determination. The Executive Director's final determination ("Final Determination") shall be rendered in writing no more than forty-five (45) business days after the reply by Consultant was filed or was due, unless the Executive Director notifies the Consultant and the Authorized Commission Representative that additional time for the Final Determination is necessary. In the event the Consultant disagrees with the Executive Director's Final Determination, the Consultant may file a common law *writ of certiorari* in the Circuit Court of Cook County which shall be the sole and exclusive remedy of the Consultant. However, the Consultant must have followed the procedures in this section as a condition precedent to filing a common law *writ of certiorari*. The Consultant shall not withhold performance of any Services required by the Commission under this Agreement during the pendency of a Dispute.

Section 11.06 Consultant Self-Help Prohibited. The Consultant must never withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices or pay applications, refusing to timely to make recommendations on general contractor claims, or refusing to promptly issue other appropriate approvals needed by others where doing so would potentially harm third parties, such as Subconsultants, the Contractor, Subcontractors, or the Project Schedule. Doing so to gain potential leverage in negotiating or settling the Consultant's Claim and/or Dispute against the Commission or User Agency will constitute bad faith on the Consultant's part and shall be deemed a failure to perform and an Event of Default under this Agreement.

Article XII. CONFIDENTIALITY

All of the Deliverables, including but not limited to reports, information, or data prepared or assembled by the Consultant under the Agreement are confidential, and except as may be necessary to perform the Services, the Consultant must not make any Deliverables, including but not limited to reports, information or data available to any party without the prior written approval of the Commission. In addition, the Consultant must not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning the Agreement, the Project or the Services. If the Consultant is served with a subpoena requiring the production of documents or information which is deemed confidential, the Consultant shall immediately notify the Commission in writing and provide a copy of the subpoena to the Commission in sufficient time for the Commission to attempt to quash or take other action in relation to the subpoena.

Article XIII. ASSIGNMENT

The Consultant acknowledges that the Commission is induced to enter into this Agreement by the professional qualifications of the principals, staff and employees of the Consultant and, therefore, that neither the Agreement nor any right or obligation in the Agreement may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. For purposes of this paragraph, if the Consultant undergoes a change in control, the change in control is deemed an assignment of the Agreement; a change in control is defined as a transfer of more than fifty percent (50%) of the equity ownership of the Consultant during any 12-month period. An assignment by the Consultant without the prior written approval of the Commission shall be deemed an Event of Default and the Commission shall have the right to immediately terminate the Agreement without fault or responsibility.

Article XIV. RELATIONSHIP OF PARTIES

Under the Agreement, the relationship of the Consultant to the Commission is that of an independent contractor, and the Consultant will have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

Article XV. GENERAL

Section 15.01 Consultant's Authority. The Consultant represents that its execution of the Agreement 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 the Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

Section 15.02 Counterparts. The Agreement may be executed in any number of counterparts, any of which will be deemed an original.

Section 15.03 Entire Agreement. The Agreement along with any attachments, schedules, exhibits, and amendments, constitutes the entire understanding and agreement between the parties to this Agreement 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 in this Agreement. The Agreement must not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties.

Section 15.04 Governing Law. The Agreement has been negotiated and executed in the State of Illinois and will be construed under and in accordance with the laws of the State of Illinois.

Section 15.05 No Waiver. The waiver by either party of any breach of the Agreement will not constitute a waiver as to any succeeding breach.

Section 15.06 Notices. All notices required to be given under this Agreement must be given in writing and must be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to

the Commission or to the Consultant at their respective addresses set forth herein, as appropriate. If given as provided in this Agreement, such notice is deemed to have been given if delivered by hand on the date of delivery, and if given by mail on the second business day after mailing. The Commission or the Consultant may, from time to time, change the address to which notices will be sent by giving notice to the other party in the manner provided in this subparagraph.

If to the Commission:

Carina E. Sánchez, Executive Director
Richard J. Daley Center
50 West Washington, Suite 200
Chicago, IL 60602
Carina.Sanchez@cityofchicago.org

With a copy to:

Langdon D. Neal
Neal & Leroy, LLC
20 S. Clark Street, Suite 2050
Chicago, Illinois 60603
lnal@nealandleroy.com

If to Consultant:

Lynn Dixon
Comprehensive Construction Consulting, Inc.
53 West Jackson Boulevard, Suite 915
Chicago, Illinois 60604
ldixon@comprehensivecc.com

With a copy to:

Section 15.07 Non-liability of Public Officials. No Board member, employee, agent, officer, or official of the Commission or the User Agency is personally liable to Consultant, its Key Personnel or its Subconsultants, and Consultant, its Key Personnel and its Subconsultants are not entitled to, and must not attempt to charge any of them with liability or expense or hold them personally liable to Consultant, its Key Personnel or its Subconsultants under this Agreement.

Section 15.08 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed from the Agreement and such invalidity or unenforceability will not affect any other provision of this Agreement, the balance of which will remain in full force and effect; provided, however, that if such provision is deemed invalid or unenforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

Section 15.09 Successors and Assigns. Except as otherwise provided in this Agreement, this Agreement is binding upon and inures to the benefit of each of the parties and their respective successors and assigns.

Section 15.10 Non-appropriation of Funds. If funds have not been appropriated in full or in part, the Commission has the right to terminate this Agreement. The Commission will not authorize the Consultant to provide Services under this Agreement unless sufficient funds are appropriated to pay for the Services.

Section 15.11 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.

Article XVI. EXISTING CONTRACT DOCUMENTS

The Contract Documents in existence at the time of execution of this Agreement are as follows:

As defined in herein, the following Schedules and Exhibits are a part of and fully incorporated into this Agreement:

- Schedule A – Scope of Services
- Schedule B – Compensation and Reimbursement Terms of the Consultant and Rate Sheet
- Exhibit A – Legal Actions
- Exhibit B – Disclosure Affidavit
- Exhibit C – Disclosure of Retained Parties
- Exhibit D – Special Conditions Regarding Utilization of MBE and WBE Firms
- Exhibit E – Joint Venture Agreement & Affidavit (If applicable)
- Exhibit F – Key Personnel
- Exhibit G – Insurance Requirements for Project Development Services

SCHEDULE A
PROJECT DEVELOPMENT SERVICES
OVERVIEW/SCOPE OF SERVICES

(FORM FOLLOWS)

SCHEDULE A - 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 Chicago and the 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, Chicago Fire Department, Chicago Police Department, City Colleges of Chicago, Metropolitan Water Reclamation District, and Cook County.

The PBC is currently soliciting qualifications and proposals from firms interested in providing Project Development Services ("The Services" or "PDS") 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 all 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 qualified firms to provide Project Development Services ("PDS") for various projects that may be undertaken by the Commission. It is the intent of the PBC to create a qualified pool of PDS firms. Qualified firms interested in submitting proposals to provide such Services are required to follow the guidelines and instructions contained in this RFP. The PBC, at its sole discretion, may choose to retain one or more firms to perform the Services.

C. SCOPE OF SERVICES

The Public Building Commission of Chicago ("PBC") has established a general management structure for developing and implementing capital projects on behalf of its clients. This structure provides for a division of responsibilities among internal PBC resources and firms specializing in Project Development Services ("PDS"). Firms providing PDS are a direct extension of the PBC, and shall exhibit the same level of professionalism and attention to detail as the PBC, in addition to possessing the requisite abilities to provide any/all requested resources in a timely manner.

Successful Selected Respondent(s) to this RFP will demonstrate a commitment to provide support which advances specific PBC projects, protect the PBC's operational and financial interests, balances diverse stakeholder requirements, and also assists as requested in resolving issues among other consultant resources. The Selected Respondent(s) and Selected Respondent's personnel are expected to participate with the PBC team at a high level, with the ability to quickly recognize and assess issues and opportunities in the advancement of projects. The successful Selected Respondent(s) will clearly demonstrate the ability to provide direct access to Selected Respondent's key decision makers, in addition to demonstrating the ability to provide responsive management and personnel based on PBC's recommended plans of action.

More specifically, the Selected Respondent(s) for this RFP may have project specific responsibilities and/or program wide responsibilities.

Project specific responsibilities may span from Planning, Design, Construction, through Project Closeout. Typical project responsibilities are coordinated with, and/or directed by, personnel provided by the Selected Respondent(s) with support from PBC and project delivery resources. The Selected Respondent(s) may be accountable for every aspect of a PBC project and must work with the PBC to ensure successful project delivery. The Selected Respondent(s) may also be required to assist the PBC in scope development for necessary professional services in addition to assisting PBC with consultant selection and contract negotiation.

The Selected Respondent(s) should also have personnel and/or the ability to provide other key project functions as necessary or requested by the PBC, including, but not limited to:

- Planning
- Design
- Project Management
- Change Management
- Cost Control
- LEED Sustainability
- Quality and Safety
- Cost Estimating
- Commissioning Expert(s)
- MEP Coordinator(s)
- Scheduling
- Document Controls
- Contract Administration

The Selected Respondent(s) must demonstrate their ability to provide any/all requested personnel and/or support services in a timely manner, including but not limited to: cell phones, local and remote IT support services, personal and protective equipment (PPE), and computers. Selected Respondent(s) shall also demonstrate any/all provided PDS personnel will comply with any/all Commission rules, regulations, and requirements.

While the PBC requires the delivery of projects through consistent processes and procedures, the nature of the projects, and the methods by which each is to be implemented, may vary based upon client requirements and project complexity. The PBC requires a Respondent that will provide personnel and decision makers who will be highly flexible, knowledgeable of local regulatory requirements, responsive to regulatory changes and changes in market conditions, available, and capable to assist the PBC in successfully delivering a complex, high volume program.

The PBC is committed to building the capacity of Chicago's Minority-Owned Business Enterprises ("MBEs") and Women-Owned Business Enterprises ("WBEs") to participate in all facets of the PBC's activities, including the management of its design and construction programs. Accordingly, the PBC intends to negotiate both the substance and level of MBE and WBE participation. It is expected that Respondents to this RFP will affirm their commitment to the PBC's 50% aggregate MBE/WBE program and goals. The PBC also reserves the right to assign certain of its contracts with MBEs and/or WBEs that are currently providing services to the PBC.

D. ADDITIONAL CONTRACT REQUIREMENTS

The Selected Respondent shall comply with all required procedures relating to vacation and/or time off requests as established by the Commission. Submission of requests for vacation and/or time off are subject to approval at the sole discretion of the Commission.

The Selected Respondent shall timely comply with all requests made by the Commission or Commission Authorized Representative.

The Commission will not be obligated to any minimum or maximum quantities, time, rates, costs, expenses, and/or any other commitment without express written agreement specifying acceptance by the Commission.

All work completed by the Selected Respondent will be subject to inspection and approval by the Commission. Acceptable quality is solely determined by the Commission and Commission Authorized Representative. The Commission reserves the right to immediately remove and/or replace any provided personnel.

All work provided by the Commission and/or the Authorized Commission Representatives for use in the performance of the Services involves property rights of the Commission and shall be held as confidential by the Respondent(s). All firms shall be required to execute Indemnification and Confidentiality Agreements as determined by the Commission.

E. TERM

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

SCHEDULE B
COMPENSATION AND REIMBURSEMENT TERMS OF THE CONSULTANT
AND
RATE SHEET

(FORM FOLLOWS)

SCHEDULE B — COMPENSATION AND REIMBURSEMENT TERMS AND RATE SHEET

I. LABOR

The Commission shall compensate the Consultant for Services rendered according to the table of maximum hourly billing rates attached as stated herein. The Consultant may invoice the Commission for actual hours worked by each individual up to eight (8) hours per day, forty (40) hours per week per individual. (All exceptions must be approved in writing by the Commission. Exceptions are subject to an absolute limitation that invoices must be for actual hours worked and cannot exceed 176 hours for any individual in any month.) The hourly rates provided herein will constitute full compensation to the Consultant for Services rendered, except for those reimbursable expenses permitted by the Commission as discussed below. Reimbursable expenses shall be deducted from Consultant's Maximum Compensation as reflected in the Agreement and shall not be considered a value in excess of the Maximum Compensation.

II. REIMBURSABLE EXPENSES

- (1) "Reimbursable Expenses" as referred to in this Agreement, are actual expenditures at cost without mark-up or surcharge, incurred by the Consultant, and required for the Services. Reimbursable Expenses must be supported with proper documentation in the form of itemized invoices which include a notation stating the Project-related purpose of the expenditure.

The following will be considered Reimbursable Expenses:

- A. The costs of any subconsultant Services that may be necessary during the term, provided that such subconsultant costs are for hourly rates approved by the Commission in writing and reimbursable costs that comply with the terms and conditions of this Agreement.
- B. The costs of supplies and equipment for project field offices, provided that funds have been allocated for such costs in the project budget proposed by the Consultant and approved by the Executive Director.
- C. Local travel, including taxis and parking including local transportation costs (e.g., cab fare and public transportation costs, and mileage) to and from PBC project sites.

- (2) The following are NOT Reimbursable Expenses:

- A. Office and administrative expenses, including personal computers, cellular phones, telephone system expenses, photocopying, duplicating costs, postage, office & drafting supplies, fax and mail/messenger/express courier/delivery services, and office supplies are not Reimbursable Expenses. The Commission shall provide Personnel access to office supplies, copy and duplicating machines, and printers.
- B. Overhead and profit.

III. METHOD OF PAYMENT

- (1) Invoices. Once each month, the Consultant will submit an invoice to the Commission for Services performed during the preceding month with the exception of Project Close-out phase services that will be paid in one lump sum after the completion date. Hourly rates and reimbursable expenses shall be invoiced by each unique Project.

SCHEDULE B — COMPENSATION AND REIMBURSEMENT TERMS AND RATE SHEET

- (2) Each invoice must be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subconsultant costs. In accordance with the terms of the Agreement, the Consultant must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain the reasons for such variances.
- (3) Payment will be processed within 45 days after Commission receives an acceptable invoice from the Consultant.
- (4) Invoice Disputes. If the Commission disputes certain items in the Consultant's invoices, the amount not disputed will be paid in full. The amount in question must be resolved in accordance with the Claim and Disputes provisions of this Agreement.

**PROJECT DEVELOPMENT SERVICES – PS3005
SCHEDULE B – RATE SHEET**

A. HOURLY RATES

PERSONNEL		HOURLY RATE RANGE*
1	Senior Project Manager	\$110 - \$160
2	Project Manager	\$90 - \$140
3	Assistant Project Manager	\$75 - \$110
4	Change Management	\$75 - \$110
5	Cost Control	\$50 - \$100
6	LEED/Sustainability	\$75 - \$160
7	Quality and Safety	\$75 - \$160
8	Commissioning	\$75 - \$160
9	MEP Coordination	\$75 - \$160
10	Scheduling	\$75 - \$160
11	Document Controls	\$30 - \$80
12	<i>* Other Personnel providing Technical Expertise as determined by the Commission, including but not limited to:</i>	UP TO \$300
13	<i>*ADA Consultant</i>	
14	<i>*Site Development</i>	
15	<i>*Move Management</i>	
16	<i>*Furniture Advisory</i>	
17	<i>*Contract Administration</i>	
18	<i>*Procurement / Negotiation (Buyer)</i>	
19	<i>*Civil/Structural Engineer</i>	
20	<i>*Survey/CADD Tech</i>	
21	<i>*Professional Land Surveyor</i>	
22	<i>*MEP Design Management</i>	
23	<i>*Administrative Support</i>	
24	<i>*Intern</i>	
<i>The Commission reserves the right to negotiate rates and/or titles of Personnel for Schedule B.</i>		

Public Building Commission of Chicago – APPROVED NEGOTIATED RATES OCTOBER 2018

EXHIBIT A
LEGAL ACTIONS

(FORM FOLLOWS)

EXHIBIT A – LEGAL ACTIONS

FIRM NAME _____

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 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 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 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 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 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 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 type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT B
DISCLOSURE AFFIDAVIT

(FORM FOLLOWS)

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 _____, as _____
Name Title

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

RESPONDENT			
Name of Firm:			
Address:			
City/State/Zip:			
Telephone:		Facsimile:	
FEIN:		SSN:	
Email:			
Nature of Transaction:			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input 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 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:		
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:		
Telephone:		
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Title	
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
		%
		%
		33.333333 %
LLC's only, indicate Management Type and Name:		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name: <input style="width: 100%;" type="text"/>
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
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>		

EXHIBIT B – DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

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

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
<i>If the answer is no, please complete the following two sections.</i>	<input checked="" 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 Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

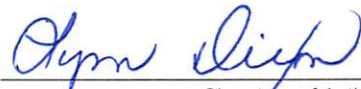
H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

I. VERIFICATION

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

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



Signature of Authorized Officer

Lynn Dixon

Name of Authorized Officer (Print or Type)

President - CEO

Title

312-353-3000

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 15 day of OCTOBER, 2018 by
LYNN DIXON (Name) as PRESIDENT/CEO (Title) of

COMPREHENSIVE CONSTRUCTION CONSULTING (Bidder/Proposer/Respondent or Contractor)

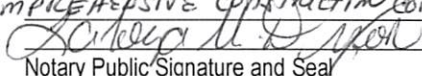

Notary Public Signature and Seal



EXHIBIT C
DISCLOSURE OF RETAINED PARTIES

(FORM FOLLOWS)

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.

Lynn Dixon
Signature

10/15/2018
Date

Lynn Dixon
Name (Type or Print)

President - CEO
Title

Subscribed and sworn to before me

this 15 day of October 2018

LaToya M. Dixon
Notary Public



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

(FORM AND SCHEDULES FOLLOW)

EXHIBIT D

Special Conditions Regarding the Utilization Of Minority and Women Owned Business Enterprises for Professional Services

(ATTACHED HERETO AND INCORPORATED HEREIN)

EXHIBIT D

Special Conditions Regarding the Utilization Of Minority and Women Owned Business Enterprises for Professional Services

1. Policy Statement

- a. It is the policy of the 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 50% 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

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

- a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
- b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The 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.
- c. A Professional Service Provider may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:
 - (1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
 - (2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Professional Service Provider may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).

- g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

5. Submission of Proposals

- a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.
 - (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC accepts certification by the City of Chicago, and County of Cook.
 - (2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
 - (3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
 - (4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.
- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.

6. Evaluation of Compliance Proposals

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

the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subcontractor that the supplies will be purchased by.

7. Request for Waiver

- a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
 - (1) Attendance at the Pre-bid conference;
 - (2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.
 - (3) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
 - (4) Advertise the contract opportunity in trade association newsletters, other media, and/or venues oriented toward and minority and woman-oriented;
 - (5) Timely notification (at least seven (7) days in advance of the bid due date) of specific sub-bid opportunities must be made to MBE and WBE firms and corresponding assistance agencies/ associations;
 - (6) Provide interested MBE and WBE firms with adequate information regarding the plans, specifications, and contract requirements in a timely manner;
 - (7) Make efforts to assist interested MBE and WBE firms in obtaining bonding, lines of credit, or insurance;
 - (8) Make efforts to assist interested MBE and WBE firms in obtaining necessary equipment, supplies, materials, or related assistance/services;
 - (9) Effectively use the services of the City; minority or women community organizations/assistance groups, and other organizations to provide assistance in the recruitment and placement of MBE and WBE firms.
 - (10) Negotiate in good faith with interested MBE/WBE firms and provide a description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
 - i. The name, address and telephone number of MBE and WBE firms contacted;
 - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
 - (11) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation;
 - (12) Decision to reject MBE and WBE firms deemed unqualified must be sound and based on a thorough investigation of firms capabilities. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion;
 - (13) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
 - (14) Must take appropriate, documented steps to follow up initial solicitations with interested MBE and WBE firms.
 - (15) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:
 - (1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;

- (2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

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

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

9. Failure To Achieve Goals

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

- (8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Contractor.
 - (9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
 - (10) Effectively using the services of the Commission; minority or women community organizations; minority or women contractors' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- b. In the event the Public Building Commission Procurement Officer determines that the Contractor did not make a good faith effort to achieve the goals, the Contractor may file a Dispute to the Executive Director as provided in the Section on Disputes.

10. Reporting and Record-Keeping Requirements

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

11. Disqualification of MBE or WBE

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

12. Prohibition On Changes To MBE/WBE Commitments

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

13. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Contractor of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Contractor shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Contractor of

prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:

- (1) If needed and in order to sustain the fulfillment of the MBE/WBE contract requirements, the Contractor must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work.
- (2) The Contractor's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) unavailability after receipt of reasonable Notice to Proceed; b) failure of performance; c) financial incapacity; d) refusal by the subcontractor to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subcontractor to meet insurance, licensing or bonding requirements; g) the subcontractor's withdrawal of its bid or proposal; or h) decertification of the subcontractor as MBE or WBE.
- (3) The Contractor's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Contractor; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.
- (4) The Contractor's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms, as enumerated above in Section on Submission of Bid Proposals.
- (5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) business days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.
- (6) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) business days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.
 - i. The Executive Director will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with MBE/WBE contract requirements.
 - ii. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

14. Non-Compliance

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

15. Severability

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SCHEDULE B

Joint Venture Affidavit (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 D

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

Name of Project: PBC Project Development Services (PS3005)

STATE OF ILLINOIS }
 }SS
 COUNTY OF COOK }

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

President - CEO

Title and duly authorized representative of

Lynn Dixon

Name of Professional Service Provider whose address is

53 W. Jackson Blvd. Suite 915

in the City of Chicago, State of Illinois

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the 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
Comprehensive Construction Consulting, Inc.	Project Development Services	\$ TBD	\$
SP Murphy, Inc.	Design & Project Mgmt & Document Controls	\$ TBD	\$
SPAAN Tech, Inc.	MEP Design/Engineering-MEP Coordinator	\$ TBD	\$ TBD
Synnov Group, Inc.	Cost Control, Scheduling, Cost Estimating, Contract Administration	\$ TBD	\$ TBD
Autumn Construction Services, Inc.	LEED Sustainability & Commissioning - MEP Coordinator	\$	\$ TBD
KFA, Inc.	IT Management	\$ TBD	\$
Total Net MBE/WBE Credit		\$ TBD	\$ TBD
Percent of Total Base Bid		90 %	10 %

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:
Comprehensive Construction
Consulting, Inc.

Name of Contractor (Print)
10/15/2018

Date
312-353-3000

Phone



Signature
Lynn Dixon, President - CEO

Name (Print)

IF APPLICABLE:

BY:
NA

Joint Venture Partner (Print)

Date

Signature

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

SCHEDULE C

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

Name of Project: PBC Project Development Services

Project Number: PS3005

FROM:

SP Murphy, Inc. MBE X WBE _____
(Name of MBE or WBE)

TO:

Comprehensive Construction Consulting, Inc. 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 X _____ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 2/8/2018.
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.

- Design Management
- Project Management
- Document Control
- _____

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

TBD

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:

N/A

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

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
5 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

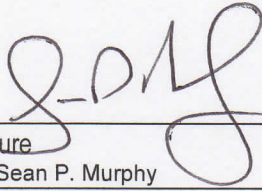
If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet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

SP Murphy, Inc.
Name of MBE/WBE Firm (Print)
10/8/18
Date
312-877-5140
Phone



Signature
Sean P. Murphy
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

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



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

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13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

February 8, 2018

Mr. Sean Murphy
President
SP Murphy, Inc.
53 West Jackson Blvd., Suite 620
Chicago, IL 60604

Re: Annual Certification Expires: February 14, 2019

Dear Mr. Murphy:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** by Cook County Government. This certification is valid until **February 14, 2020**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification, you must file a **"No Change Affidavit"** within **sixty (60) business days prior to the date of Annual Certification Expiration**. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as an **MBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

CONSTRUCTION: PROJECT AND CONSTRUCTION MANAGEMENT CONSULTING

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

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, and Service-Disabled Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ew

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:

N/A

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

SUB-SUBCONTRACTING LEVELS

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


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

The Undersigned (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:

SPAAN Tech, Inc.
 Name of MBE/WBE Firm (Print)
 10/08/2018
 Date
 312-277-8800
 Phone


 Signature
 Mr. Michi E. Pena, Esq., LEED AP O+M
 Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)
 Date
 Phone

Signature
 Name (Print)
 MBE ___ WBE ___ Non-MBE/WBE ___



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUL 11 2017

Smita N. Shah
SPAAN Tech, Inc.
311 S. Wacker Dr. – Suite 2400
Chicago, IL. 60606

Dear Smita N. Shah

REVISION

We are pleased to inform you that **SPAAN Tech, Inc.** has been recertified as a **Minority-Owned Business Enterprise (“MBE”)** and **Women-Owned Business Enterprise (“WBE”)** by the City of Chicago (“City”). This **MBE/WBE** certification is valid until **7/1/2022**; however, your firm’s certification must be revalidated annually. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City’s certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an annual No-Change Affidavit. Your firm’s **annual No-Change Affidavit** is due by **7/1/2018, 7/1/2019, 7/1/2020, and 7/1/2021**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm’s five-year certification will expire on **7/1/2022**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five-year anniversary date. Therefore, you must file for recertification by **5/1/2022**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm’s eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, “False Claims”, of the Municipal Code of Chicago.

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

- File your annual No-Change Affidavit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

541330 Engineering Services
 541350 Building Inspection Services
 541512 Computer Systems Design Services
 541513 Computer Facilities Management Services
 561210 Facilities Support Services
 561110 Office Administrative Services

Expansion Code(s):

541611 Administrative Management and General Management Consulting Services
 541310 Architectural Services
 541340 Drafting Services
 541618 Other Management Consulting Services
 541690 Other Scientific and Technical Consulting Services
 541519 Other Computer Related Services
 541370 Surveying and Mapping (except Geophysical Services)

Your firm's participation on City contracts will be credited only toward **Minority/Women-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Rich Butler
 First Deputy Procurement Officer
 RB /mgp



SCHEDULE C

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

Name of Project: Project Development Services

Project Number: PS3005

FROM:

Synnov Group, Inc. MBE WBE
(Name of MBE or WBE)

TO:

Comprehensive Construction Consulting 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 January 24, 2018.
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.

TBD

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

TBD

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

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

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

The Undersigned (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:

SYNNOV GROUP INC.
 Name of MBE/WBE Firm (Print)

ASHA SINGH
 Signature

Date 10-9-2018

ASHA SINGH
 Name (Print)

Phone 630-532-2546

IF APPLICABLE:
 BY:

 Joint Venture Partner (Print)

 Signature

 Date

 Name (Print)

 Phone

MBE ___ WBE ___ Non-MBE/WBE ___



January 24, 2018

Ms. Asha Singh, President
Synnov Group Inc.
6650 N. Northwest Highway
Suite 203
Chicago, IL 60631

Annual Certification Expires: January 24, 2019

Dear Ms. Singh:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** and **Women-owned Business Enterprise (WBE)** by Cook County Government. This certification is valid until **January 24, 2020**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification during the five (5) year term, you must file an annual **"No Change Affidavit"** within **sixty (60) business days prior** to the date of the annual expiration. Failure to file this Affidavit may result in the termination of your Certification. You must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as a certified vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

Consulting: Construction Project Control Services - Cost Engineering, Estimating, Schedule and Project Management

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

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ek

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN

1st District

DENNIS DEER

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

EDWARD M. MOODY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

SCHEDULE C

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

Name of Project: **PBC Project Development Services**

Project Number: **PS3005**

FROM:

 Autumn Construction Services, Inc. MBE _____ WBE **X**
(Name of MBE or WBE)

TO:
 Comprehensive Construction Consulting, Inc. 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 **X** a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated November 2, 2017 .
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.

- MEP Coordinator(s)**
- LEED Sustainability**
- Commissioning Expert(s)**
- _____

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

 To Be Determined

SCHEDULE C
Letter of Intent from MBE/WBE (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:

N/A

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

SUB-SUBCONTRACTING LEVELS

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

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

The Undersigned (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:

Autumn Construction Services, Inc.

Name of MBE/WBE Firm (Print)
10/10/2018
Date
630-588-9585
Phone

Susan Nelson
Signature
Susan Nelson
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

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



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

NOV - 2 2017

Susan Nelson
Autumn Construction Services, Inc.
449 Eisenhower Lane South
Lombard, IL 60148

Dear Susan Nelson:

We are pleased to inform you that **Autumn Construction Services, Inc.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **11/1/2022**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **11/1/2018, 11/1/2019, 11/1/2020, and 11/1/2021**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **11/1/2022**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **9/1/2022**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754)**.

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

236220 Construction Management, Commercial and Institutional Building
238220 Mechanical Contractors
541330 Engineering Design Services
541620 Environmental Consulting Services

Your firm's participation on City contracts will be credited only toward **Women-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Rich Butler
First Deputy Procurement Officer
RB/ag



SCHEDULE C

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

Name of Project: Project Development Services (PS3005)

Project Number: PS3005

FROM:
KFA, INC MBE X WBE

(Name of MBE or WBE)

TO:

Comprehensive Construction Consulting, Inc. 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 February 26, 2018. 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.

KFA, Inc. will provide technology consulting services to support the needs of the Public Building Commission of Chicago. Specifically, we will provided business requirements analysis, custom application configuration, and upgrade existing workflow processes or add new workflow processes as needed.

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

The above mentioned services will be billed on a time and materials basis at the following rates:

Senior Consultant - \$145.00 - \$155.00

Information Technologist - \$125.00 - \$135.00

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

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

___TBD___ % 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.

BY:



KFA, INC.

Name of MBE/WBE firm (Print)

Signature

October 11, 2018

Date

Gregory A. Bush, Jr.

Name (Print)

312.360.9600

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

FEB 26 2018

Gregory Bush, Jr.
Kristine Fallon Associates, Inc.
11 E Adams Street, Suite 1100
Chicago, IL 60603

Dear Gregory Bush, Jr.:

We are pleased to inform you that **Kristine Fallon Associates, Inc.** has been certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **02/15/2023**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **02/15/2019, 02/15/2020, 02/15/2021 and 02/15/2022**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **02/15/2023**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **12/15/2022**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE** if you fail to:

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Certified Firms in the specialty area(s) of:

NAICS Code(s):

- 518210 - Data Processing, Hosting, and Related Services**
- 541511 - Customer Computer Programming Services**
- 541512 - Computer Systems Design Services**
- 541513 - Computer Facilities Management Services**
- 541519 - Other Computer Related Services**
- 541618 - Other Management Consulting Services**
- 611420 - Computer training (except repair)**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Programs.

Sincerely,



Rich Butler
First Deputy Procurement Officer

RB/rn



EXHIBIT E
JOINT VENTURE AGREEMENT (If Applicable)

(AGREEMENT FOLLOWS
IF APPLICABLE)

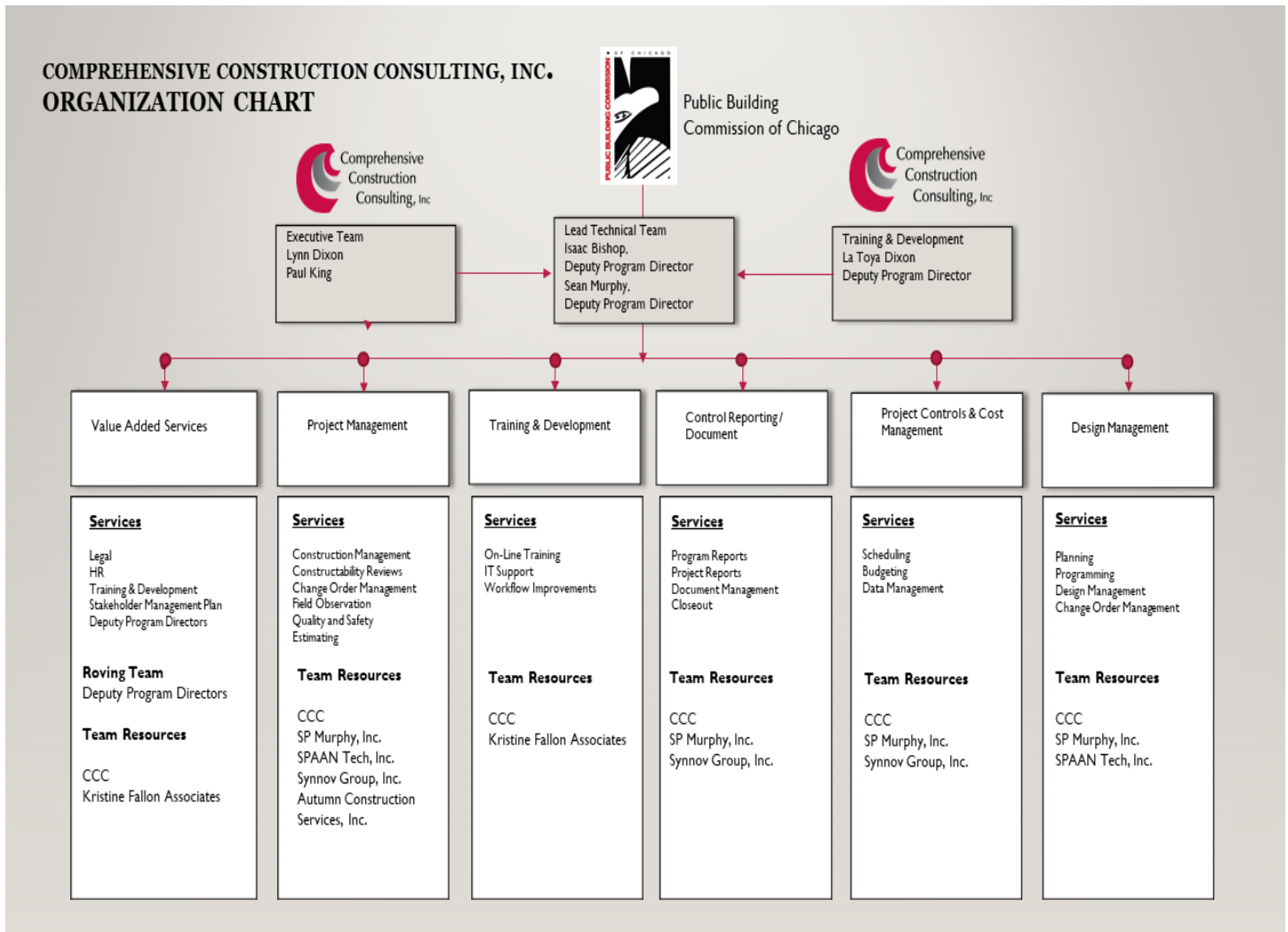
EXHIBIT F
KEY PERSONNEL

(KEY PERSONNEL FOLLOW)

EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL



Public Building Commission Core Team Leadership Org Chart



Comprehensive Construction Consulting Key Personnel

Name	Proposed Role
Tina Harbin	PM
Kinderlin Washington	APM
Michael Powell	PM
Kenneth Dillard	APM
Isaac Bishop	Sr. PM
Hector Castillo	PM
Robert Owens	APM
Berta Loro Perez	PM
LeRoy David Steward	PM
Jean Leonard	APM



Comprehensive
Construction
Consulting, Inc

Expertise:

- Project Management
- Construction Management
- Project Administration
- Change Management
- Project Safety

Years of Experience:

20+

Education:

- Master's Degree – Project Management, Keller School of Management, 2015
- Bachelor's Degree – Construction Management, Westwood College, Presidents List, 2012

Certifications/Licenses:

- Journey Person Painter, Washburn Trade School
- Construction Management, Turner School of Construction Management

Tina Harbin

Project Manager

Summary of Relevant Qualifications

Project Manager experienced in planning and coordinating all aspects of the construction process. Ensuring projects are complete in accordance to the schedule and within budget. Reporting work progress and budget matters to the client. Collaborating with architects, engineers, and other construction specialists to comply with legal requirements, building and safety codes and other regulations. Provide manual and electronic filing and maintenance of Contract Documents, LEED Environmental, RFIs, ASIs, RFCs, bulletins, notices, submittals, reports, non-compliances, letters, transmittal, project controls, plans & specifications, drawing, contracts & Insurance, and photos during the Pre-Construction, Construction and Post Construction phases of the project.

Work Experience

Project Manager / Construction Manager Comprehensive Construction Consulting 2014 - Present

Agency: Public Building Commission

Plan and coordinate all aspects of the construction process. Ensure the project is complete in accordance to the schedule and within budget. Report work progress and budget matters to the client. Collaborate with architects, engineers, and other construction specialists. Comply with legal requirements, building and safety codes and other regulations. Provide manual and electronic filing and maintenance of Contract Documents (LEED Environmental, RFIs, ASIs, RFCs, Bulletins, Notices, Submittals, Reports, Non-Compliances, Letters, Transmittals, Project Controls, Plan & Specifications, Drawing, Contract & Insurance, and Photos) during the Pre-Construction. Construction and Post Construction phases of the project. Projects include:

- Lake View High School Renovation, \$19.4M /77K Sq Ft
- Jamieson Elementary School Annex & Renovation, \$12.9M/ 38K Sq Ft
- Lincoln Elementary School Annex & Renovation - \$14.2M/ 41K Sq Ft

Evaluate phases to ensure contract project scope and scheduled targets are met. Collaborate with engineers and architects to determine project specifications. Negotiate contracts with consultants to reach profitable agreements. Oversee permits and licenses from appropriate authorities. Review resources- manpower, equipment and materials- from start to finish with attention to budgetary limitations. Plan all construction operations and schedule intermediate phases to ensure deadlines met. Monitor and guide construction staff. Ensure adherence to all health and safety standards and report issues. Process change orders, coordinate meetings and provide detailed status updates to the client.

President Imperium, LLC

1998-2012

Oversaw all aspects of the business including general office administration, finance and budgeting, human resource, and supervision of 50 employees. Bidding and negotiating on work contracts. Working with local, state and federal officials to ensure regulatory compliance. Client projects included: Roosevelt Square Homes, South Shore High School, CVS, Wal-Mart.



Comprehensive
Construction
Consulting, Inc

Kinderlin Washington

Assistant Project Manager

Summary of Relevant Qualifications

Assistant Project Manager and Document Control Administrator with 20 years of on the job training and experience in construction, Petro-chem, manufacturing, and engineering. History of overseeing multiple phases (planning to delivery) of multimillion-dollar projects for private-sector and government clients. Record of managing project documents from project beginning through project closeout. Team facilitator with ability to cultivate strong relationships with architects, contractors, engineers, clients, and government officials.

Expertise:

- Project Management Support
- Project Administration
- Project Site Management
- Document Control
- Project Safety

Years of Experience:

20

Education:

- Associates Degree in Liberal Arts, Minor in Computer Science, East-West University Chicago, Illinois

Certifications/Licenses:

- Certificate of Completion (Project Management 1& 2), University of Chicago
- Certificate of Completion (Change Order, Procurement Management), University of Chicago
- OSHA 10 Compliance Card, Safety Training in Health Hazards in Construction

Software Proficiency:

- E-Builder
- ProjectWise
- IMPACT (Project Management Software)
- Citadon, Business Objects
- POPS (Purchase Order Software)
- Access/AmiPro
- True View
- Buy Site (Purchase Order Software)
- Oracle
- Maximo
- Documentum
- Oce Scanner/Plotter
- Microsoft Office Suite

Work Experience

Assistant Project Manager

Comprehensive Construction Consulting 2013 - Present

Agency: Public Building Commission/ CPS

- Provide support to team Manager and assist in managing the project team in the field.
- Oversee tracking incoming/outgoing project documentation via Citadon (Oracle Database)
- Created and maintained all hardcopy and electronic project files for Chicago Vocational Career Academy (\$75M), Dunne Elementary Scope A & B (\$4.5M), Byrne Elementary (13.6M)
- Provided documentation training to project team and contractors
- Prepared project transmittals and issued all project documents to the client and project team
- Created reports on excel spreadsheets
- Assisted team on project walk-thru's
- Attended project meetings
- Managed project database
- Managed close-out documents in Oracle database for compliance

Document Control/Project Close-out Manager (SIP) Arcadis

2013

Agency: Public Building Commission/ CPS

- Provided support to Team Manager, Project Managers and Project team in the field
- Oversaw tracking incoming/outgoing project documentation via Citadon (Oracle Database)
- Created and maintained all hardcopy and electronic project files for 21 Chicago Public Schools
- Provided documentation training to project team and contractors
- Prepared project transmittals and issued all project documents to the client and project team
- Prepared drawing packages, including scanning, reproduction, stamping and folding drawings, mailing and filing.
- Created reports on excel spreadsheets
- Assisted team on project walk-thru's
- Attended project meetings

- Managed project database
- Audit close-out documents in Oracle database for compliance
- Created close-out binders for CPS facilities (21 CPS Schools)

***Document Control Administrator
Valdes Engineering Company, Griffith, IN/BP Refinery
2011 - 2012***

- Provided support to Client Manager, Project Manager and Project Team
- Responsible for distributing and tracking incoming/outgoing project documentation
- Created and maintained all hardcopy and electronic project files for BP projects
- Project filing, document control, reproduction, and preparation of engineering and construction packages
- Prepared project transmittals and issued all project documents and drawings to the client and project team
- Prepared drawing packages, including scanning, reproduction, stamping and folding drawings, mailing and filing
- Thorough knowledge of client policies and procedures related to document and drawing management, and communicating these procedures to project team members
- Maintained project databases or logs as required (such as client drawings and documents & vendor drawings)
- Other office support duties, including stocking office supplies and copier maintenance

***Permit Clerk/Administrative
AMS Mechanical/BP Refinery
2010***

- Maintain Permit files on database and physical file daily, purge outdated permits, audit permits or signatures, and retrieve permits as requested

***Project Information Management Coordinator
Alliance Group Technologies/ BP Refinery
2008-2009***

- Assists PIM Lead with filing of electronic documents, auditing, and updating of document revisions
- Responsible for ensuring documents are delivered via distribution list.
- Ensure the required attributes, numbering and file naming conventions are utilized properly
- Assure Contractors understand the process in place and aid in the understanding of Refinery requirements
- Conduct Audits of all documentation received
- Flexibility and team cooperation with filling in for co-workers in their absence, assisting other co-workers with heavy workloads with required Scanning/Printing/ Plotting
- Overseas the handling of Supplier Project Documentation
- Handling of copying request from printed hardcopy, email CD ROM for Project Team Members
- Assists PIM Lead with activities as needed
- Checking compliance of incoming/outgoing transmittals

- Following Project Coordination Procedures
- Citadon assistance as needed for assigned pillar
- Documentum assistance as needed for assigned pillar

***Project Information Management Lead
Alliance Group Technologies/ BP Refinery***

2007-2008

- Ability to understand Project requirements and communicate clearly with all members of the Project Team
- Created a weekly Project report to be distributed to the Sr. IM Leader
- Coordinated with Citadon Administrator on Updates of the group names
- Assisted with Assembly of Project Books on the OSBL Pillar as needed

***Document Control Administrator
University of Chicago***

2001-2007

- Established and maintained procedures for maintaining control documents
- Determine and enforce, through functional groups, document control requirements so Facilities Services can meet internal and external needs
- Evaluate and develop improved techniques for the flow and retrieval of documents
- Provided internal training as needed
- Maintained and monitored the flow of documents, such as submittals/shop drawings, change orders, invoices, and RFIs to ensure they are tracked and responded to in a timely manner
- Managed implementation and maintenance of Facilities Services document control system, reporting on the performance of the document control system for review and improvement of the document control system
- Implemented Project Managers development in the use of the project/cost control software performs quality control checking for accuracy of entries and reports
- Set Document Control priorities and oversee quality of work of the Administrative Clerk
- Represented FS when interfacing with vendors and contractors regarding documentation issues
- Supported Procurement with processing change orders, contract log, and distribution of contracts
- Managed Summer Document Control Staff



Michael Powell

Project Manager

Summary of Relevant Qualifications

Project Manager working closely and in concert with the Contractor, Architect, and the client, serving and directing day-to-day project management implementation and delivery of newly constructed buildings. Skilled in organizing and directing activities between the technical and administrative aspects of the project including change orders, scheduling, budgeting, cost control, QA/QC, document control, and team coordination in pursuit of a successfully, well-managed project, completed within the project's construction budget. A member of the Lend Lease Capitol Development Team and Cook County Property Assessment Team.

Work Experience

Project Manager / Construction Manager Comprehensive Construction Consulting 2011 - Present

Agency: Public Building Commission

As a member of the Public Building Commissioning, worked closely and in concert with the Contractor, Architect, and the client, serving in a key role directing day-to-day project management and being instrumental in the successful implementation and delivery of newly constructed buildings. Effective with organizing and directing activities between the technical and administrative aspects of the project including change orders, scheduling, budgeting, cost control, QA/QC, document control, and team coordination in pursuit of a successfully, well-managed project, completed within the project's construction budget.

As a member of the Lend Lease Capitol Development Team, coordinated the process of construction from project inception through completion, and subsequent turnover for Chicago Public Schools. Responsible for managing the scope, schedule and budget on various Chicago Public Schools new and existing construction projects. Displaying the ability to seek creative and innovative solutions to assigned projects and bring real-world perspective while effectively managing relationships between multiple disciplines.

As a member of the Cook County property assessment team, provided real estate property assessments for Cook County buildings. Assessing physical room and space relations while delivering Construction drawings for various sites. Responsible for the strategic coordination of the team strategy, managing working relationships and effectively completing various project related activities. Responsible for managing and documenting existing and future construction opportunities.

Project Architect Smith and Smith Inc. 2010-2011

Provided 2D and 3D (Revit and ACAD) architectural services along with the production of the drawings needed to complete the Construction Document phase. These drawings include floor plans, elevations, sections and details for a range of residential, commercial, educational, religious and mixed-use projects. Established and delivered excellence in 3D design, space planning, interior design and construction drawings for residential and commercial architecture projects.

Expertise:

- Project Management
- Construction Management
- Project Administration
- Space Planning
- Site Inspection
- Reports and Submittals
- Client/Contractor/Vendor Liaison
- Staff Supervision
- Budgeting
- Scheduling
- LEED

Years of Experience: 20

Education:

- Bachelor of Science in Architectural Studies Southern University, Baton Rouge, LA

Certifications/Licenses:

- OSHA 30 Hour

Software Proficiency:

- Primavera
- AutoCAD
- Revit
- ADT
- 3D Max/VIZ
- Flash
- Photoshop
- Illustrator
- Microsoft Office Suite

Professional Affiliations:

- American Institute of Architects (AIA)
- National Organization of Minority Architects (NOMA)

***Project Architect / Construction Administration
Rafael Vinoly Architects PC, And Cannon Design
2008 - 2010***

Member of the design team for \$700M, 1.2M sq ft, Silver LEED certified, University of Chicago New Hospital Pavilion project. Generated and produced well-coordinated construction documents and specifications. Communicated and liaised with Owners and the Construction Team to drive a timely project completion. Led site restoration and redesign efforts during hospital's pre-construction phase. Participated in the Construction Administration phase of the hospital's initial Enabling Project.

Established and delivered excellent Construction Documents. Proficient at document preparation, submittal reviews, specifications and project coordination. Established and maintained good relationships with commission agents, LEED, MEP, waterproof and various other consultants. Recognized by the University of Chicago Medical Center for delivering excellence in project coordination for site restoration and enabling project, the tunnel and retention vault completion and all underground oil tank removal.

***Project Architect, Construction Administration
Ioannis Davis Architecture/Destefano & Partners JV
2005-2008***

Directed team of four to coordinate design and construction administration for New Westinghouse High School, Chicago, IL (Silver LEED Certified). Leveraged comprehensive design reviews to revise and improve project design systems. Produced construction documentation, oversaw shop drawings, reviewed submittals, and coordinated weekly construction meetings, working with Contractors, Sub-contractors, and LEED consultants. Worked with theater consultants to modernize auditorium theater systems – including but not limited to lighting, rigging and catwalk systems. Recognized for excellence QA/QC delivery.

***Owner/Director of 3D Design
Design Collective Studio*** ***2002-2005***

The Owner of an Architectural and multi-media design firm. Supervised staff of (3) to complete 2D and 3D design work (including logos and corporate identity) and multi-media presentations. Created and nurtured successful client relationships to contribute to profitability. Mentored staff and architectural students that continuously produced efficiently. Awarded first place in a residential design competition for 3D renderings of Lake Park Crescent homes.

***Architect
Loebl Schlossman and Hackl*** ***2000-2002***

Led design and construction team for 1.2M sq ft, 464-bed Cook County Hospital. Delivered excellence in design development (plans, elevations, sections, and details) and construction documentation. Handled project administration and built productive relationships with construction managers and clients. Served as the team's Project Captain, directing and effectively distributing assignments. Promoted to the exterior design team and recognized by the team for document completion and coordination of details.



Comprehensive
Construction
Consulting, Inc

Expertise:

- Project Site Management
- Project Administration
- Change Management

Years of Experience:

4

Education:

- Master of Science: Construction Engineering & Management, Illinois Institute of Technology - Chicago, IL 2019
- Bachelor of Science: Mechanical Engineering, Tuskegee University - Tuskegee, AL 2015

Software Proficiency:

- AutoCAD
- Microsoft Office Suite

Kenneth Dillard

Assistant Project Manager

Summary of Relevant Qualifications

Experienced Assistant Project Manager. Highly skilled in supervising projects from start to finish. Excellent communication and coordination skills. Proficient in OSHA compliance, estimating, inspection and scheduling.

Work Experience

Assistant Project Manager

Comprehensive Construction Consulting 2018 - Present

Agency: Public Building Commission

- Create daily reports and monitoring site activities
- Review and update change order log
- Review plans from architects and consulted with clients to gain a deep understanding of project plan and objectives
- Guide and direct third-party inspectors through project construction, commissioning and closeout
- Responsible for the review, approval and archiving of all closeout documents
- Assured that sites were compliant with OSHA, federal, state and local regulations

Assistant Project Manager

Angelo Construction Services Inc.

2017 - 2018

- Managed and coordinated the completion of an office renovation at John Hancock properties
- Ran the project scheduling and worked with contractors to assure the work was done properly and on time
- Badged at Chicago Midway International Airport with the ability to escort construction personnel and site deliveries through security checkpoints
- Assisted the project manager and team review scopes and budgets
- At Midway, joined walk-thrus with the daytime safety director to learn, observe and enforce safety regulations

Project Engineer

Safeway Construction Company Inc

2016 - 2017

Combined the skills of a business manager with the technical know-how of an engineer. Served as a liaison between the client, the construction project manager and the many subcontractors to make sure a construction project proceeds safely, accurately and smoothly. Reviewed plans and financial projections for the job to ensure accuracy. Coordinated project schedules and works with contractors to assure the work was done properly and on time.

Assistant Project Engineer (Intern)
Griggs, Mitchell and Associates Construction Group **2016**

- Assisted project managers, directors of construction, project directors and superintendents by completing assigned tasks
- Identified and qualified subcontractors and vendors for assigned scopes of work
- Prepared and transmitted bid packages and invitations to bid
- Receive and analyze received bids
- Participated in design review meetings and reviews and monitors design with particular attention to scope, cost changes and constructability
- Responsible for applying for, tracking and expediting project permits



Hector Castillo

Project Manager

Expertise:

- Visualizing Designs
- Site Logistics
- Quality Control
- Scheduling

Years of Experience:

20+

Education:

- University of Illinois at Chicago, BA of Architecture
- Ecole Nationale Superior D' Architecture in Versailles, Frances, Architectural Study abroad program

Professional Affiliations:

- HACIA Hispanic American Construction Industry Association
- NCARB National Council of Architectural Registration Boards
- OSHA Occupational Safety + Health Administration
- BPI Building Performance Institute
- CAR Chicago Association of Realtors
- CCIA Chicago Creative Investors Association
- RRP Renovation, Repair and Painting
- ARQUITECTOS Organization of Latin American Architects

Certifications/Licenses:

- Illinois Licensed Architect Number 001-019056
- Indiana Licensed Architect Number AR11000162
- NCARB Certification Number Record Number 86429, Certificate Number 70230
- OSHA Certification
- Realtor License NUMBER 076.0413969

Summary of Relevant Qualifications

Hector has more than 20 years of experience in the construction industry. He is a bi-lingual register architect with an entrepreneurial spirit who is familiar with working with building façade as well as designing public plazas. Hector is also a strategic and creative thinker possessing strong management, analytical, and problem-solving skills. He is a strong leader with the ability to inspire, motivate, communicate visions, and identify and develop other leaders.

Work Experience

Project Manager (Design /Construction) Comprehensive Construction Consulting 2017 - Present

Agency: Public Building Commission

Orchestrate full range of activities including development and implementation of construction and design management plan. Responsible for monitoring the construction contract work to ensure the project is completed in accordance with the client's safety, quality, cost and schedule objectives as defined in the construction contract documents. Responsibilities include:

- Monitor quality plans to ensure procedures are performed and documented through the construction phase and analyzed data related to project issues: schedule, budget, quality as well as scope variance and provided viable resolutions to construction and or design issues.
- Review assistant project manger's Daily Reports or other documentation related to the work to ensure procedure, progress and or materials confirms with the requirements of the project.
- Monitor and document contractor 's planned base line progress of the work against the actual work progress and report on that progress to the owner.
- Construction Project Management, Mt. Greenwood Elementary Chicago Public Schools, Owners Representative, Contract Administration, Project Closeout, LEED Certification Coordination, \$12M
- Design Project Management – Management of Design of 4 new School Annex Additions for Chicago Public Schools \$48M construction cost

President

Conecta Group inc./ Construx LLC.

2011 - 2016

Lead a design build firm in all facets of residential and commercial construction, including site selection, design, sales, estimating, permitting, planning, preparation, subcontractor hiring and supervision, employee training and supervision, ensuring customer satisfaction.

- **Personnel-** Manage office and field personal from project inception, pre-due diligence, design and construction.
- **General Contracting-** Coordinate all sub contractor's scope, quality, scheduling, and change orders for approximately \$21 Million of hard cost for mixed uses and residential projects.
- **Design-** Led permitting, design, construction document and construction administration for educational, retail and residential projects.
- **Business Development-** Co-led all business development in the private and public markets

***Project Manager & Coordinating Architect
City Colleges of Chicago***

2008 - 2011

Managed programming, design and construction of educational facilities. Coordinated architects, engineers, contractors and internal staff to complete projects in timely and cost-effective manner.

- **Kennedy King College Nursing Laboratories + Smart Classrooms** Programming, design, IT technology coordination, and construction project management of teaching nursing facilities implementing the latest teaching technologies.
- **Wright College Student Services + Admissions Offices** Programming design and construction management of existing student services, admissions and counseling offices along with furniture design.
- **Olive Harvey Façade Renovation** Coordinated with consulting architect and contractor façade renovation of existing steel building structure.

***Principal
Hector Castillo Architect***

2001 - 2008

- **914 West Hubbard** New construction of 21-unit residential units + Ten thousand square foot penthouse high-end single-family residence with basement 24 car parking garage in Chicago's West Loop Neighborhood.
- **1700 West Ohio** New four-unit residential building with attached enclosed garage located in Chicago's West Loop Neighborhood
- **Wood + Erie** New sixteen-unit residential development with basement garage parking and roof terraces.
- **Hubbard + Racine** Seventeen-unit multi-family residence



Comprehensive
Construction
Consulting, Inc

Expertise:

- Project Management
- Project Administration
- Project Safety

Years of Experience:

7

Education:

- University of Illinois at Urbana-Champaign, Bachelor's Degree in Speech Communication (2005) Presidential Award Scholar

Certifications/Licenses:

- Parkland College Real Estate Broker License (2011) License #476.438844 2012

Professional Affiliations:

- Chicago Associate of Realtors – Real Estate Broker 2011
- CCM – in progress

Software Proficiency:

- Access
- Microsoft Office Suite

Robert Owens

Assistant Project Manager

Summary of Relevant Qualifications

Assistant Project Manager with 7 years of experience in construction including supervising and directing overall project activities as assigned, including planning and coordinating, resolving problem areas, ensuring all company/ project policies, procedures and standards are maintained. Maintaining all change orders, RFIs, submittals and other project logs. Preparing required logs and other project documentation for construction meetings. Preparing and distributing meeting minutes. Reviewing scope of work and specifications for work performed. Documenting work progress with daily reports and photos. Charting of work to the schedule. Ensuring that the project quality control plan and safety plans are in effect and followed.

Work Experience

Assistant Project Manager

Comprehensive Construction Consulting

2018 - Present

Agency: Public Building Commission

Supervise and direct overall project activities as assigned by the Project Manager, including but not limited to, planning and coordinating, resolving problem areas, ensuring all company/ project policies, procedures and standards are maintained. Manage all change orders, RFIs, submittals and other project logs. Prepare required logs and other project documentation for construction meetings. Prepare and distribute meeting minutes for all construction meetings. Review scope of work and specifications for work performed that day. Documenting work progress with daily reports and photos. Charting of work progress on construction drawings and comparing progress to schedule. Ensure that the project quality control plan and safety plans are in effect and followed. Review of pay applications and invoices. Assume total project supervision responsibilities in Project Manager's absence. Representative projects include Skinner West Elementary School Annex, total project value: \$16.1M.

Project Resident Engineer

City of Chicago Department of Water Management Capital Improvement Program

2015-2018

Observed, inspected and documented restoration after completion of water main installation as an owners representative and ensuring compliance with design plans and specifications. Site Management – responsible for documentation and reporting contractor progress, processing payment requests, as-builts. Direct reporting and recommending to the City of Chicago Water Department, various city offices, utility companies, contractor, and project management. Analysis of roadway, water main and utility blueprints. Preparation and submittal of estimates after thorough assessment of projects. Preparation and submittal of non-compliance reports and RFIs. Preparation and submittal of project closeouts. Representative projects:

- Water Main Improvements Program, 50+ citywide water department reconstruction ventures
- Managed 30% of overall Program Value of \$150M

Project Manager
Morcom Construction Company

2011 - 2015

Developed and implemented plan of action to provide organizational structure to bring out ease and flow of project while staying in budget, on schedule, and within scope of work. Established and directed clear ownership for project tasks to ensure that team members had tools needed to complete job properly. Coordinated and facilitated delivery of project objectives. Analysis of architectural and structural contract documents. Provided client oversight to assess potential projects – resulting in procurement of 30+ projects. Preparation of estimates in order to submit competitive pricing on projects and expand business operations. Preparation of bids/proposals packages. Assessed project issues and identified solutions to meet productivity, quality and customer goals – resulting in multiple project deadline achievement, and early turn-overs, totaling a savings of over \$1 million to the client. Proactively communicated project status, issues and risks to management. Client communication management – weekly status reporting. Project Budget Management



Berta Perez

Lead Construction Project Manager

Expertise:

- Project Management
- Owners Representation
- Coordination among project stakeholders

Years of Experience:

30

Education:

- Bachelor of Fine Arts Loyola University

Certifications/Licenses:

- Member of Local 134 IBEW, O&M Division
- OSHA 10-Hour Certified
- OSHA 30-Hour Certified
- Scaffolding Use certificated

Summary of Relevant Qualifications

Berta has more than 30 years of experience overseeing large scale vertical construction projects. Her experience makes her uniquely qualified to assist the Public Building Commission team.

Work Experience

High & Mid Rise Lead Construction Manager Various Projects Comprehensive Construction Consulting 2016 - Present

Agency: Chicago Housing Authority

Lead Project Manager for High Rise program – Managing (4) four project managers and (5) five field managers on the team. Responsibilities include managing and assisting the team with scheduling review, change orders, pay applications and staffing for concurrent multiple projects. In addition, weekly site meetings, coordination between the architect, general contractor and the CHA facilities rep, CHA property managers and site visits to ensure completion of projects. Projects include:

- Schneider Roof and Façade Repair, \$1.6M
- Elevator Modernization design and construction- 2 buildings, \$2.2M
- Concord Apartments, new construction 7-stories, \$41M
- Pope School Renovations, \$13.8M
- Judge Fisher Roof and Façade Repairs, \$6.6M
- Britton Budd Roof Replacement, \$1.1M
- Caroline Hedger Apartments Renovations, \$64M
- Lincoln Perry Apartments Renovations, \$20M
- Minnie Riperton Apartments Renovations, \$20M
- Mahalia Jackson Renovations, \$2M
- Ella Flagg, \$3M
- Judge Fisher Apartments Life Safety Renovations, \$10M

Sr. Project Manager – Various Projects DSR Group, Inc.

2015 - 2016

Agency: Chicago Housing Authority

Senior Project Manager for various buildings, representing the Chicago Housing Authority. Responsibilities included weekly site meetings, coordination between the architect, general contractor and the CHA facilities rep and the buildings, RFI's, site visits, pay application review, review/confirmation of work installation, punch list and close out. Working with e-Builder project management software. Projects included: Lincoln Perry Apartments, \$20M; Minnie Riperton Apartments, \$20M; Mahalia Jackson, \$2M; Ella Flagg, \$3M; Scattered Sites Housing

**Sr. Project Manager
Ardmore Associates**

2013 - 2015

Agency: Public Building Commission/ Chicago Public Schools

- Senior Project Manager for new 3-story Wildwood World Magnet School Annex and Renovation \$10.6M for Chicago Public Schools, representing the Public Building Commission. Responsibilities included weekly site meetings, coordination between the architect, general contractor and the CPS facilities rep and the schools, RFI's, site visits, pay application review, review/confirmation of work installation, punch list and close out.
- Senior Project Manager for new 4-story Coonley Elementary School Annex and Renovation; \$10.8M for Chicago Public Schools, representing the Public Building Commission. Responsibilities included weekly site meetings, coordination between the architect, general contractor and the CPS facilities rep and the schools, RFI's, site visits, pay application review, review/confirmation of work installation, punch list and close out. Project completed on an accelerated schedule, duration 6 months.
- Senior Project Manager for (7) schools in the \$12M Summer Investment Program for the Chicago Public Schools, representing the Public Building Commission. Responsibilities included weekly site meetings, coordination between the design builder and the CPS facilities rep and the schools, RFI's, site visits, pay application review, review/confirmation of scope of work installation, punch list and close out. Project completed on an accelerated schedule, duration 8 weeks.

**Project Manager/Engineer and Estimator
Lyons & Pinner Electric Companies**

2006 - 2012

Project Manager/Engineer and Estimator, New Construction and remodel division- design/build. Representative Projects:

- Thomas Place Senior Housing, Orland Park, IL, \$1.8M; Design/Build project. Responsibilities included project management, estimating and contract negotiation, building design, permit and construction documents, coordination/installation documents, change orders, submittals, purchasing/procurement and close out.
- Leon Smaage Administration Building, Des Plaines School District, \$785K. Responsibilities included project management, estimating, change orders, submittals, purchasing/procurement, manpower staffing and close out.
- MWRD-Stickney IMHOFF Battery Replacement, Stickney, IL, \$2.7M. Responsibilities included estimating and contract negotiation.
- CCSD #62 Algonquin Middle School Addition and remodel, Des Plaines, IL \$1.5M. Responsibilities included project management, estimating, change orders, submittals, purchasing/procurement, manpower staffing and close out.
- Elgin, Joliet, Eastern Truman Hobbs Railroad Bridge #552, Devine, IL \$1.8M. Responsibilities included project management, estimating, change orders, submittals, purchasing/procurement, manpower staffing and close out.

- Rosemont Office Building, Rosemont, IL, LEED Gold, \$850K; Design/Build project. Responsibilities included project management, LEED project management, estimating and contract negotiation, building design, permit and construction documents, coordination/installation documents, change orders, submittals, purchasing/procurement and close out.
- 757 North Orleans Condominium High Rise, Chicago, IL, \$5.2M. Responsibilities included project management, estimating and contract negotiation, coordination/installation documents, change orders, submittals, purchasing/procurement and close out.
- LaGrange Public Library, LaGrange, IL, \$1.03M. Responsibilities included project management, estimating, change orders, submittals, purchasing/procurement, manpower staffing and close out.
- Evelyn Pease Tyner Interpretive Center, Glenview, IL, LEED Platinum \$150K. Responsibilities included project management, LEED project management, estimating, change orders, submittals, purchasing/procurement, manpower staffing and close out.

Project Manager/Engineer and Estimator
JMS Electric, Inc.

2004 - 2006

Project Manager/Engineer and Estimator, Retail/Tenant build-out division, design/build Representative Projects:

- Apple Computer Store, Northbrook, IK \$120K. Responsibilities included project management, estimating, change orders, submittals, purchasing/procurement, manpower staffing and close out.
- Ogden Lincoln Mercury Dealership, Westmont, IL \$360K; Design/build project. Responsibilities included project management, estimating and contract negotiation, building design, permit and construction documents, coordination/installation documents, change orders, submittals, purchasing/procurement and close out.

Project Manager/Engineer and Estimator
Maron Electric Company

1990 - 2004

Project Manager/Engineer and Estimator, New Construction High Rise division, Representative Projects:

- University Center of Chicago, Chicago, IL \$9M. River East Center, Chicago, IL \$9M. Responsibilities included project management, estimating and contract negotiation, coordination/installation documents, change orders, submittals, purchasing/procurement and close out.
- University of IL Lecture Center "C" Renovation, Chicago, IL \$3M. Responsibilities included project management and estimating, construction documents, coordination/installation documents, change orders, submittals, purchasing/procurement, scheduling, pay applications and close out.
- Hewitt Data Center, Lincolnshire, IL \$3M; Wright College, Chicago, IL \$14M; Hyatt Hotel McCormick Place, Chicago, IL \$10M; Elizabeth

Ludeman Developmental Center, Park Forest, IL \$3M; Dirksen Federal Building Courtroom Renovation, Chicago, IL \$4M

- Responsibilities included construction documents, coordination/installation documents, submittals and close out.



Comprehensive
Construction
Consulting, Inc

Expertise:

- Project Management
- Project Administration
- Design, Media and Marketing

Years of Experience:

20

Education:

- D.B.A. Business Administration
Customized Concentration
(Candidate)
- M.B.A. Marketing, American
Intercontinental University,
Schaumburg, Illinois
- M.S. Real Estate, Roosevelt
University, Chicago, Illinois
- B.A. Architectural Studies,
University of Illinois, Chicago,
Illinois

Software Proficiency:

- AutoCAD
- Revit
- Sketch Up
- MicroStation
- 3D Max
- MS Project
- Slack
- Trello
- Cvent
- Bitrix24
- Asana
- Photoshop
- Lightroom
- Illustrator
- Pencil
- InDesign
- Dreamweaver
- Keynote
- Google Analytics
- Microsoft Office Suite

L. David Stewart, PHDC, AMA, PPA

Assistant Project Manager

Summary of Relevant Qualifications

Over 20 years of experience in architecture, design, photography and digital marketing. Specialties include people management, research, business development, organizational development, project management, photography, creative direction, digital marketing, event planning, brand strategy, architectural design, real estate development and public speaking.

Work Experience

Assistant Project Manager

Comprehensive Construction Consulting 2019 - Present

Agency: Public Building Commission

Supervise and direct overall project activities as assigned by the Project Manager, including but not limited to, planning and coordinating, resolving problem areas, ensuring all company/ project policies, procedures and standards are maintained. Manage all change orders, RFIs, submittals and other project logs. Prepare required logs and other project documentation for construction meetings. Prepare and distribute meeting minutes for all construction meetings Review scope of work and specifications for work performed that day. Documenting work progress with daily reports and photos. Charting of work progress on construction drawings and comparing progress to schedule. Ensure that the project quality control plan and safety plans are in effect and followed. Review of pay applications and invoices.

Photographer

Year 60 Photography

2016 - 2019

Managed Photographer doing Brand Activation and Content Development for various organizations and brands in Chicago and Miami. Areas of expertise in photography include, editorial, portraiture, event/experience, and fine art photography. As a consultant, developed and managed workshops and assisted in organizational and marketing strategies for clients in Chicago and Miami.

Creative Consultant

Y60R Consulting

2016 - 2019

Consulting for various small-medium enterprises (SMEs) throughout the United States, assisting in developing marketing strategies and creative engagement strategies.

GET Creative Coordinator

Miami International University Of Art & Design

2016-2017

Developed workshops and partnerships for prospective and current students, alumni, and engaging the community with worthwhile workshops and partnerships.

***Vice-President of Marketing
KNOWPE!!! Counterbranding Bureau***

2011-2016

Boutique marketing firm that specializes in Social Media Management, Branding, and Communication Design. Core areas: Content strategy and development, Social Media Strategy, Data Analytics, and Brand Strategy

***Chief Design Strategist
Design Analysynth***

2009-2015

Owner of Boutique Design Firm that focused on architectural, graphic and strategic design for small & medium size organizations.

- In collaboration with Intermix Development, created the revised design proposal for The Avalon Regal Theatre, in SketchUp with Renderings for submission to investors and owner Jerald Grey.
- Developed Architectural Design concept for Feasibility Studies for various Real Estate projects in the Chicagoland area via AutoCAD and SketchUp
- Designed interior for Creative Design Hair Salon, via AutoCAD
- Worked with Alpha Phi Alpha Fraternity Incorporated, and designed Alpha Academy in Port-au-Prince Haiti
- Served as design facilitator for Carbondale Park District (CPKD) and designed their strategic plan
- Designed the Strategic Report for Carbondale Park District
- Served as Liaison for Partners in Community Building; reviewed proposals to determine real estate related projects
- Served as temporary office manager to organize processes internally to increase administrative productivity
- Worked with Fannie Mae HCO Software to assist those facing foreclosure
- Collaborated with various banks to engage in foreclosure mitigation. Prevented foreclosure for over 30 clients



Jean Leonard

Project Manager

Expertise:

- Vertical Construction Programs
- Project Management
- Reviewing blueprints and specifications

Years of Experience:

9

Education:

- Commonwealth Edison/Chicago Urban League, Chicago, IL
 - Construct Program - Certification, May 2017
 - Construct Program - April 2017
- City Colleges of Chicago, Chicago, IL, Candidate in Project Management Program, 2016 to Present

Professional Affiliations:

- Chicago Regional Council of Carpenters Apprentice and Training, Elk Grove Village, IL Journeyman Carpenter - Certification, June 2012

Certifications/Licenses:

- OSHA 30-hour certification
- Swing stage/ suspended scaffold operator
- Aerial lift, scissor lift, and extensible boom operator

Software Proficiency:

- Microsoft Word, Excel, Project, Outlook, and PowerPoint
- Viewpoint and Sage Timberline software
- OST (On-Screen Take Off) and AGTEK earthwork software, Dropbox

Summary of Relevant Qualifications

Journeyman carpenter with over 9 years of experience in commercial and residential construction. Experienced in reading and understanding blueprint drawings and CSI specifications. Self-motivated and proficient team player with an understanding in project management processes. Dependable and organized with strong leadership, written and verbal communication skills, and multi-tasking. Safety and quality driven.

Work Experience

Project Engineer FH Paschen

2018 - 2019

Processed and maintained submittals and request for information (RFIs) for approval. Issued subcontractors architect supplemental instructions (ASIs) and request for proposals (RFPs). Processed Submittals, LEED, Request for Information, and Environmental data into Citadon CW System.

Superintendent BLC Construction

2015 - 2017

Followed healthcare building codes and executed performances. Maintain restaurant and environmental guidelines. Coordinated work task with contractors and subs. Complete work task according to the specifications. Conduct schedule task meetings. Process change orders submittals, and ASI's. Perform carpentry task such as demolition, roofing, framing, hardwood and ceramic flooring, interior sheathing, trim installation. Install door, door hardware, and stair replacement.

Projects Included: Aurora Memory care, Steak Bar, Oak Street Health, and New Residential Developments.

Project Engineer Henry Brothers Construction

2013 - 2015

Assisted in bidding process, reviewed and processed subcontractors bid documents, attended bid openings and submitted bid proposals.

Assist senior project manager with project cycle from preconstruction to project closeout. Processed and maintained submittals and request for information (RFIs) for approval. Issued subcontractors architect supplemental instructions (ASIs) and request for proposals (RFPs). Maintained current drawings.

Coordinated unforeseen changes or issues with owners, architect of record (AOR), and subcontractors; also coordinated work with project superintendent and subcontractors. Create punch list and daily report.

Projects Included: Public Building Commission of Chicago (7 CPS projects), and Lyons Township High School.

Intern
James McHugh Construction Co.

2012 - 2013

Performed estimate takeoff, distributed request for proposal (RFPs), invitation to bid (ITBs), and project scopes to subcontractors and vendors. Attended preliminary bid opens to obtain information regarding the construction project and bid openings to submit proposal.

Obtained and secured required documents such as license, insurance, minority and women business certifications, and bid proposals from subcontractors for bids.

Projects included: O'Hare Terminal 5 Concessions Redevelopment, Stickney Sludge Treatment Facility.

Carpenter
The Levy Company

2006 - 2011

Safety Lead, Metal and wood stud framing, installed ceiling grid systems, exterior sheathing and drywall, doors, door hardware, wood moldings finish, bath fixtures, and accessories. Erected metal frame scaffolds, tube-and-clamp and welded frame scaffolds. Coordinate and organize delivery of supplies, material, and equipment.

Projects include: Alta at K Station, 55 Monroe, University of Chicago Hospital, Chicago Hilton Hotel, Ogden elementary school, University of Chicago Max Palevsky Residential Commons, and Senior Suites of Marquette Village.

EXHIBIT G
INSURANCE

(INSURANCE FORMS FOLLOW)

**EXHIBIT G
PROJECT DEVELOPMENT SERVICES
INSURANCE REQUIREMENTS
PS3005**

The Consultant and its Subconsultants must provide and maintain at Consultant's and/or Subconsultant's own expense, until expiration or termination of this Agreement and during the time period following expiration if Consultant and/or Subconsultant is required to return and perform or reperform any Services, the insurance coverage and requirements specified below, insuring all Services related to the Agreement.

C.1. INSURANCE TO BE PROVIDED:

C.1.1. Workers' Compensation and Employers Liability

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

C.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, property damage liability and contractual liability. Coverage must include but is not limited to the following: All premises and operations, Services rendered, products/completed operations, defense, and contractual liability. The Commission the User Agency, and their respective Board members, employees, elected and appointed officials, and representatives must be named as Additional Insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

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

C.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services provided, 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 Commission the User Agency, and their respective Board members, employees, elected and appointed officials, and representatives must be named as Additional Insured on a primary, non-contributory basis.

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

C.1.4. Professional Liability

When Consultant performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$2,000,000 covering contractual liability, deficient performance, acts and errors or omissions. The policy shall include coverage for acts, including but not limited to contractual liability, deficient performance and errors or omissions, in Consultant's or Key Personnel's performance or failure to perform Services pursuant to the Agreement. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the start date of Services provided pursuant to the Agreement. Coverage must be maintained for two years after the Completion Date. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

C.1.5. Property

The Consultant is responsible for all loss or damage to Commission or the User Agency's property at full replacement cost. The Consultant is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Consultant, Consultant's Key Personnel or Consultant's Subconsultants.

C.1.6. Valuable Papers

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

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 policy has an expiration or renewal date occurring during the Initial Term or any Additional Terms of this Agreement. The Consultant must submit evidence of insurance to the PBC prior to Agreement award. The receipt of any certificate does not constitute agreement by the PBC that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in full 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 insurance. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of its obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement and/or an Event of Default, and the Commission retains the right to either: (i) stop work at Consultant's sole cost and expense until proper evidence of insurance is provided; or (ii) Terminate the Agreement.

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

The insurance must provide for thirty (30) days prior written notice to be given to the Commission if coverage is substantially changed, canceled, or not renewed.

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

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

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 insurance coverage and limits provided 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 Commission and any other User Agency 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.

The Consultant must require all its Subconsultants to provide the insurance required in this Agreement, or Consultant

may provide the coverage for its Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant.

If Consultant or its Subconsultants desires additional coverage, Consultant or Subconsultant is solely responsible for the acquisition and cost.

Contractor must submit the following at the time of award:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
 - a. All required entities as Additional Insureds
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010 and CG2037

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/19/2020

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 have ADDITIONAL INSURED provisions or 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 Community Insurance Center, Inc. P.O. Box 16130 Chicago IL 60616	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Nataly Salas</td> </tr> <tr> <td>PHONE (A/C. No. Ext): (312) 690-9487</td> <td>FAX (A/C. No.): (312) 341-9084</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: nsalas@communityinscenter.net</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Hartford Casualty Insurance</td> <td style="text-align: right;">NAIC # 29424</td> </tr> <tr> <td>INSURER B: Twin City Fire Insurance</td> <td style="text-align: right;">29459</td> </tr> <tr> <td>INSURER C: Houston Casualty Company</td> <td style="text-align: right;">42374</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Nataly Salas		PHONE (A/C. No. Ext): (312) 690-9487	FAX (A/C. No.): (312) 341-9084	E-MAIL ADDRESS: nsalas@communityinscenter.net		INSURER(S) AFFORDING COVERAGE		INSURER A: Hartford Casualty Insurance	NAIC # 29424	INSURER B: Twin City Fire Insurance	29459	INSURER C: Houston Casualty Company	42374	INSURER D:		INSURER E:		INSURER F:	
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INSURED Comprehensive Construction Consulting, Inc. 53 W Jackson Blvd Ste 915 Chicago IL 60604																					

COVERAGES **CERTIFICATE NUMBER:** Cert ID 2146 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			83SBAUQ6513	03/26/2019	03/26/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83WECTD4574	03/28/2019	03/28/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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C	Errors and Omissions			HCC 19 23421	04/06/2019	04/06/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Per Claim/Per Aggregate</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	Per Claim/Per Aggregate	\$ 2,000,000		\$										
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	\$																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All required entities are listed as additional insured on a primary and non-contributory basis.

CERTIFICATE HOLDER

CANCELLATION

Public Building Commission Procurement Department Richard J Daley Center Room 200 Chicago IL 60602	<p style="text-align: center; color: red; font-weight: bold;">APPROVED JLB</p> <p style="text-align: center; color: red; font-weight: bold;">3/24/2020</p>
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
AUTHORIZED REPRESENTATIVE 	

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

We waive any right of recovery we may have against:

1. Any person or organization shown in the Declarations, or
2. Any person or organization with whom you have a contract that requires such waiver.



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C.** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
- (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
- (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".
- 2. MEDICAL EXPENSES**
- Insuring Agreement**
- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.
- 3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS**
- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
- (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
- (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- (5) All costs taxed against the insured in the "suit".
- (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

BUSINESS LIABILITY COVERAGE FORM

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS**1. Applicable To Business Liability Coverage**

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i)** Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii)** Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1)** Causing or contributing to the intoxication of any person;
- (2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1)** An "employee" of the insured arising out of and in the course of:
 - (a)** Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2)** The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

- (1)** Whether the insured may be liable as an employer or in any other capacity; and
- (2)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

BUSINESS LIABILITY COVERAGE FORM**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

BUSINESS LIABILITY COVERAGE FORM**o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

BUSINESS LIABILITY COVERAGE FORM**2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED**1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1)** "Bodily injury" or "personal and advertising injury":
 - (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
 - (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
 - (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
- (2)** "Property damage" to property:
 - (a)** Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

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- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

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- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a)** You;
- (b)** Others trading under your name; or
- (c)** A person or organization whose business or assets you have acquired; and

- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2)** The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.