



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

COTTER CONSULTING, INC.

FOR

PROJECT DEVELOPMENT SERVICES  
PS3005C

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

FIRM NAME:	Cotter Consulting, Inc.
CONTACT NAME:	Anne Edwards-Cotter, President
CONTACT TELEPHONE:	(312) 696-1200
CONTACT EMAIL:	a.cotter@cotterconsulting.com
ADDRESS:	100 South Wacker Drive, Suite 920 Chicago, Illinois 60606

Mayor Lori Lightfoot  
Chairman  
Carina Sánchez  
Executive Director

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
Execution Page .....	3
Terms and Conditions.....	5
Schedule A – Scope of Services.....	19
Schedule B – Rate Sheet / Compensation of the Consultant .....	22
Exhibit A – Legal Actions .....	26
Exhibit B – Disclosure Affidavit .....	28
Exhibit C – Disclosure of Retained Parties .....	36
Exhibit D – Special Conditions Regarding the Utilization of MBE and WBE Firms .....	39
Exhibit E – Joint Venture Agreement & Affidavit.....	65
Exhibit F – Key Personnel .....	66
Exhibit G – Insurance Requirements .....	69

## Project Development Services – PS3005C

**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 Cotter Consulting, Inc. (“Consultant”) with offices at 100 South Wacker Drive, Suite 920, Chicago, IL 60606 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:

**EXECUTION PAGE**  
**Project Development Services – PS3005C**

This Agreement is executed by the Commission and the Consultant stated below and made effective by such execution pursuant to its terms.

**PUBLIC BUILDING COMMISSION OF CHICAGO**

By: *Lon Lightfoot* \_\_\_\_\_  
Lon Lightfoot Date  
Chairman

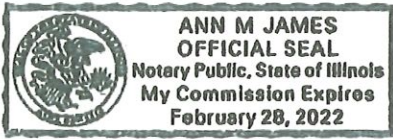
By: *Carina E. Sanchez* \_\_\_\_\_  
Carina E. Sanchez Date  
Secretary

**Cotter Consulting, Inc.**

By: *Anne Edwards-Cotter*

Print Name: Anne Edwards-Cotter

Title: President



County of Cook  
State of Illinois

AFFIX CORPORATE  
SEAL, IF ANY, HERE

Subscribed and sworn before me by Anne Edwards-Cotter  
as President of Cotter Consulting this 31 day of March, 2020

*Ann M James*  
Notary Public  
My Commission Expires 2/28/2022

Approved as to Form and Legality:  
By: *Anne L. Zredd*  
Neal & Leroy, LLC

4-30-2020  
Date

## 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](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](mailto: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](mailto:lnal@nealandleroy.com)

If to Consultant:

Anne Edwards-Cotter  
Cotter Consulting, Inc.  
100 South Wacker Drive, Suite 920  
Chicago, Illinois 60606  
[a.cotter@cotterconsulting.com](mailto:a.cotter@cotterconsulting.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)**

**FIRM NAME** Cotter Consulting, Inc.
**I. LEGAL ACTIONS**

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

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

EXHIBIT B  
DISCLOSURE AFFIDAVIT

(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			
<b>Name of Firm:</b>			
<b>Address:</b>			
<b>City/State/Zip:</b>			
<b>Telephone:</b>		<b>Facsimile:</b>	
<b>FEIN:</b>		<b>SSN:</b>	
<b>Email:</b>			
<b>Nature of Transaction:</b>			
<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**

<b>State of Incorporation or Organization:</b>		
<b>If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>City/State/ZIP:</b>		
<b>Telephone:</b>		
<b>Identify the names of all officers and directors of the business entity.</b> <i>(Please attach list if necessary.)</i>		
<b>Name</b>	<b>Title</b>	
<b>Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity.</b> <i>(Please attach list if necessary.)</i>		
<b>Name</b>	<b>Address</b>	<b>Ownership Interest Percentage</b>
		%
		%
		%
<b>LLC's only, indicate Management Type and Name:</b>		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	<b>Name:</b> <input style="width: 100px;" type="text"/>
<b>Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?</b>		<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 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. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
  - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
  - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.



## EXHIBIT B – DISCLOSURE AFFIDAVIT

---

### 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

**William J. Cotter**

Name of Authorized Officer (Print or Type)

**Asst. Corporate Secretary**

Title

**(312) 327-1314**

Telephone Number

State of ILLINOIS

County of COOK

Signed and sworn to before me on this 3rd day of January, 2020 by

William J. Cotter (Name) as Asst. Corporate Secretary (Title) of

Cotter Consulting, Inc. (Bidder/Proposer/Respondent or Contractor)

  
Notary Public Signature and Seal

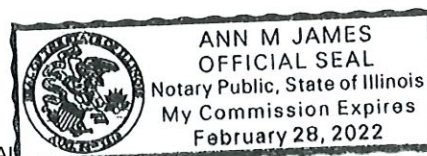


EXHIBIT C  
DISCLOSURE OF RETAINED PARTIES

(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 or 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.

*Anne Edwards-Cotter* 10.16.2018  
Signature Date

Anne Edwards-Cotter President  
Name (Type or Print) Title

Subscribed and sworn to before me

this 16 day of October 2018

*Claire Schuster*  
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

### 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)



[ mbe/wbe participation ]

**SCHEDULE D**

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

Name of Project: Project Development Services (PS3005)

STATE OF ILLINOIS }  
 COUNTY OF COOK } SS

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

President

Title and duly authorized representative of

Cotter Consulting, Inc.

Name of Professional Service Provider whose address is

100 South Wacker, Suite 920

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
APMonarch	Sustainability Services	\$ TBD	\$ TBD
Synnov Group	Project Controls	\$ TBD	\$ TBD
d'Escoto, Inc.	Project Management	\$ TBD	\$ TBD
Cotter Consulting, Inc.	Project Management, Project Controls, Sustainability	\$ TBD	\$ TBD
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		<b>\$ TBD</b>	<b>\$ TBD</b>
<b>Percent of Total Base Bid</b>		<b>35 %</b>	<b>50 %</b>

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.



mbe/wbe participation

**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:

Cotter Consulting, Inc.

Name of Contractor (Print)

10/16/2018

Date

312.327.1311

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Signature

Anne Edwards-Cotter, CCM

Name (Print)

Signature

Name (Print)

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

DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

AUG - 8 2017

Anne Edwards-Cotter  
Cotter Consulting, Inc.  
100 S. Wacker Drive, Suite 920  
Chicago, IL 60606

Dear Anne Edwards-Cotter:

We are pleased to inform you that **Cotter Consulting, Inc.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **7/15/2022**; 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 **7/15/2018, 7/15/2019, 7/15/2020, and 7/15/2021**. 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 **7/15/2022**. 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 **5/15/2022**.

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 a **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



Cotter Consulting, Inc.

AUG - 8 2017

Page 2 of 2

- 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](http://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):**

- 236116 - Construction management, multifamily building**
- 236210 - Construction management, industrial building (except warehouses)**
- 236220 - Construction management, commercial and institutional building**
- 237310 - Construction management, highway, road, street and bridge**
- 237990 - Construction management, tunnel**
- 541330 - Engineering 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/sg





[ mbe/wbe participation ]

**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:

APMonarch LLC MBE  WBE   
(Name of MBE or WBE)

TO:

Cotter 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 May 1, 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.

Project management in the areas of Green building verification systems to include but not limited to LEED, Living Building Challenge, and WELL.  
\_\_\_\_\_  
\_\_\_\_\_

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

26% MBE or 6% WBE of the contract or as shown on Hourly Rates

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



[ mbe/wbe participation ]

**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**

27% % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.  
6% % 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:

APMonarch LLC  
\_\_\_\_\_  
Name of MBE/WBE Firm (Print)  
October 2, 2018  
\_\_\_\_\_  
Date  
312-909-7245  
\_\_\_\_\_  
Phone

*Alicia Ponce*  
\_\_\_\_\_  
Signature  
Alicia Ponce  
\_\_\_\_\_  
Name (Print)

IF APPLICABLE:

BY:

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

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





[ mbe/wbe participation ]



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

**MAY 01 2018**

Alicia Ponce  
**AP. MonArch, LLC**  
5858 S. Normandy Ave.  
Chicago, Illinois 60638

Dear Alicia Ponce:

**REVISED**

We are pleased to inform you that **AP. MonArch, LLC** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** and a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **12/01/2020**; 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. Therefore, 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 **12/01/2018 and 12/01/2019**. 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 **12/01/2020**. 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 **10/01/2020**.

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;
- Provide financial or other records requested pursuant to an audit within the required time period;

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



[ mbe/wbe participation ]

AP. MonArch, LLC

Page 2 of 2

MAY - 4 2018

- 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](http://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 Codes:**

**541620 – Environmental Consulting Services**

**541310 – Architectural (except Landscape) Consulting Services (non-licensed)**

*Please note, because you do not have an Illinois Architecture License, your certification for NAICS Code 541310 – Architectural (except Landscape) is limited to architectural consulting services which do not require a license. Please consult with the Illinois Department of Finance and Professional Regulations for more information regarding the services that constitute the practice of architecture in Illinois.*

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) of 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, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Rich Butler  
First Deputy Procurement Officer

RB/vlw



**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:

Cotter 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.

Project Controls  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_



**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

OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

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

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

**SCHEDULE C**

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

Name of Project: RFQ Project Development Services

Project Number: PS3005

FROM:

d'Escoto, Inc. MBE  WBE   
(Name of MBE or WBE)

TO:

Cotter 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 September 7, 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.

Project Management Services  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Price TBD  
Terms - Net 30 days after prime has been paid  
\_\_\_\_\_  
\_\_\_\_\_

**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:

\_\_\_\_\_  
Federico d'Escoto  
Name of MBE/WBE Firm (Print)  
  10.5.2017    
Date  
  312.787.0707    
Phone



\_\_\_\_\_  
Signature  
  Federico d'Escoto    
Name (Print)

IF APPLICABLE:  
BY:

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

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



**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

OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

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

September 7, 2017

Mr. Federico d'Escoto  
President  
d'Escoto, Inc.  
420 North Wabash Ste. 200  
Chicago, IL 60611

**Re: Annual Certification Expires: September 7, 2018**

Dear Mr. d'Escoto:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** by Cook County Government. This certification is valid until **September 7, 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:

**PROFESSIONAL SERVICES: CIVIL ENGINEERING; STRUCTURAL ENGINEERING; CONSTRUCTION AND PROGRAM MANAGEMENT; COST ESTIMATING;  
TECHNOLOGY: COMPUTER-AIDED DESIGN (CAD), COMPUTER-AIDED ENGINEERING (CAE),  
COMPUTER SYSTEMS DESIGN AND CUSTOM PROGRAMMING SERVICES**

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



EXHIBIT E  
JOINT VENTURE AGREEMENT (If Applicable)

(AGREEMENT FOLLOWS  
IF APPLICABLE)

EXHIBIT F  
KEY PERSONNEL

(KEY PERSONNEL FOLLOW)

Organizational Chart

Key Personnel

Support Staff



Executive Resource  
Anne Cotter  
Cotter Consulting

Program Executive  
Patrick Cotter (Cotter)

Project Management

Project Controls

Project Managers  
Andy Horn (Cotter)  
Scott Garland (d'Escoto)  
Morris Neal (CBRE Heery)  
Sarah Goldsmith (CBRE Heery)

Project Controls Specialist  
Brian Eckert (Synnov)  
• Scheduling  
Laurie Price (Synnov)  
• Cost Control

MEP Coordination/  
Commissioning  
Management  
Susan Parlato (Cotter)

Assistant Project Managers  
Cynthia Glass (Cotter)  
Lydia Morales (Cotter)

Document Controls  
Maggie McDowell (d'Escoto)  
Nordene Novak (Synnov)

Sustainability/LEED  
Deeta Bernstein (Cotter)  
Alicia Ponce (APMonarch)

Cost Estimating  
Marty Frankis (Cotter)

Sustainability Support/  
APM  
Claire E. Tulloch (Cotter)

Internal Support  
IT Management  
Human Resources  
Accounting  
Cotter Way - Learning & Development



Staff Name	Role	Responsibilities		Duration of Involvement	On-Site Availability
Anne Cotter	Executive Resource	Overall success of the PDS	As-needed	Duration of the contract	Off-site
Patrick Cotter *	Project Executive	Point of Contact Project Controls Lead	As-needed	Duration of the contract	Off-site
Deeta Bernstein *	Sustainability/LEED	Program and project sustainability/LEED	Part-time as needed	Duration of the contract	On-site as needed
Andy Horn *	Sr. Project Manager	Project delivery	100%	Duration of the contract	On-site
Cynthia Glass *	Asst. Project Manager	Project delivery	100%	Duration of the contract	On-site
Lydia Morales *	Asst. Project Manager	Project delivery	Full-time	Duration of the contract	On-site
Susan Parlato	Commissioning Management/MEP Coordination	Project delivery	100%	Duration of the contract	On-site
Marty Frankis	Cost Estimator	Cost estimating	As-needed	Duration of the contract	Off-site
Alicia Ponce **	Sustainability/LEED	Program and project sustainability/LEED	50%	Duration of the contract	On-site as needed
Milo Aguilar **	Sustainability/LEED	Program and project sustainability/LEED	50%	Duration of the contract	On-site as needed
Scott Garland	Sr. Project Manager	Project delivery	100%	Duration of the contract	On-site
Maggie McDowell	Document Controls	Document controls	100%	Duration of the contract	On-site
Brian Eckert	Scheduling	Project controls	50%	Duration of the contract	On-site
Laurie Price	Cost Control Manager	Project controls	100%	Duration of the contract	On-site
Nordene Novak	Document Control	Document control	100%	Duration of the contract	On-site
Morris Neal	Project Manager/Design	Project delivery	100%	Duration of the contract	On-site
Sarah Goldsmith	Project Manager	Project delivery	100%	Duration of the contract	On-site
Rey Canones	Quality Assurance	QA/QC	100%	Duration of the contract	On-site
Mark Liepold *	Safety Manager	Safety management	100%	Duration of the contract	On-site

Additional Resources As Needed

Jim Seiler	Scheduler	Scheduling/Project Controls	Half-time	Duration of the contract	On-site
Rene Quinones *	Schedule/Cost	Cost Control/Project Controls, APM	Full-time	Duration of the contract	On-site
Claire E. Tulloch	LEED/Sustainability/Asst. Project Manager	LEED/Sustainability, project delivery	Part-time	Duration of the contract	Off-Site
Mikhael Gitlin	Senior Estimator	Cost estimating	As-needed	Duration of the contract	Off-site
John Becker	Project Manager	Project delivery	Part-time	Duration of the contract	Off-site
Suzanne Kahle	Sr. Project Manager	Project delivery	Part-time	Duration of the contract	Off-site
Joshua Gillespie	Sustainability/Energy	Sustainability/energy resource	As-needed	Duration of the contract	Off-site

Key

- Cotter Consulting **WBE**
- Synnov Group **WBE, MBE**
- CBRE Heery
- d'Escoto, Inc. **MBE**
- AP Monarch **WBE, MBE**

\* Current or previous PBC staff  
 \*\* Part of JV team respondent to A/E

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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/20/2020

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).

<b>PRODUCER</b> DSP Insurance Services 1900 E Golf Rd Ste 650 Schaumburg IL 60173	<b>CONTACT NAME:</b> Steve L Webster <b>PHONE (A/C No. Ext):</b> (847) 934-6100 <b>FAX (A/C, No):</b> (847) 934-6186 <b>E-MAIL ADDRESS:</b>													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: QBE</td> <td></td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C: National Fire Insurance Compan</td> <td>20478</td> </tr> <tr> <td>INSURER D: Valley Forge Insurance</td> <td>20508</td> </tr> <tr> <td>INSURER E: Continental Insurance Co.</td> <td>35289</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: QBE		INSURER B: Continental Casualty Company	20443	INSURER C: National Fire Insurance Compan	20478	INSURER D: Valley Forge Insurance	20508	INSURER E: Continental Insurance Co.	35289	INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: QBE														
INSURER B: Continental Casualty Company	20443													
INSURER C: National Fire Insurance Compan	20478													
INSURER D: Valley Forge Insurance	20508													
INSURER E: Continental Insurance Co.	35289													
INSURER F:														
<b>INSURED</b> Cotter Consulting, Inc.  745 McClintock Drive Suite 130  Burr Ridge IL 60527														

**COVERAGES** **CERTIFICATE NUMBER:** Cert ID 28859 **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
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>XCU Included</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5084948653	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
E	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5084948362	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5084948412	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6024405856	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Valuable Papers/Media			5084948653	04/01/2020	04/01/2021	Limit \$ 250,000
A	Professional Liability			HUN0000201	04/01/2020	04/01/2021	Each Claim & in the Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Project Development Services - PS3005C

Additional insured on a primary and non-contributory basis with respects to General Liability, Automobile Liability and Umbrella Liability when required by written contract: Public Building Commission of Chicago any User Agency, their respective Board members, employees, elected officials, or representatives.  
Waiver of subrogation applies to Workers Compensation, General Liability, Automobile Liability and Umbrella Liability when required by written contract in favor of the above additional insured.

### CERTIFICATE HOLDER

### CANCELLATION

Public Building Commission Procurement Department Richard J. Daley Center, 50 West Washington Street Room 200 Chicago IL 60602  <b>APPROVED</b> <b>JLB</b> <b>3/20/2020</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---