PUBLIC BUILDING COMMISSION OF CHICAGO

PROFESSIONAL SERVICES AGREEMENT
FOR

PROGRAM MANAGEMENT OFFICE SERVICES
CONTRACT NUMBER PS976

BETWEEN

THE PUBLIC BUILDING COMMISSION OF CHICAGO

AND

PARSONS COMMERCIAL TECHNOLOGY GROUP, INC.

Mayor Richard M. Daley
Chairman

Montel M. Gayles
Executive Director

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

EXECUTION PAGE

PROFESSIONAL SERVICES AGREEMENT
FOR

PROGRAM MANAGEMENT OFFICE SERVICES

CONTRACT NUMBER PS976

THIS AGREEMENT dated as of **November 14, 2006** but actually executed on the date witnessed (the "**Agreement**"), is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **Parsons Commercial Technology Group Inc.**, a Delaware corporation with offices at 230 West Monroe, Suite 900, Chicago, IL 60606, (the "**Program Management Office**" OR "**PMO**").

BACKGROUND INFORMATION

THE COMMISSION intends to undertake the construction and/or improvement (the "**Program**") of various facilities in Chicago, Illinois, (the "**Projects**").

THE COMMISSION requires certain professional services in connection with the **Program**, as described in this Agreement and in **Exhibit 1 - Scope of Services and Time Limits for Performance** (the "**Services**") and desires to retain the **PMO** on the terms and conditions set forth in this Agreement to perform such Services.

THE PMO desires to be so retained by the Commission and has represented to the **Commission** that the **PMO** has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by this Agreement.

THE PMO has consulted with the **Commission**, reviewed the Program and taken such other actions as the **PMO** deemed necessary or advisable to make it acquainted with the scope and requirements of the Program.

THE PMO represents that it is qualified and competent by education, training and experience. The **Commission** has relied upon the **PMO's** representations in selecting the **PMO**.

NOW THEREFORE, The parties agree on the Terms that follow:

SIGNED on: 02 / 26 / 2007

PUBLIC BUILDING COMMISSION OF CHICAGO

Chairman

ATTEST:

Secretary

PROGRAM MANAGEMENT OFFICE: PARSONS COMMERCIAL TECHNOLOGY GROUP, INC.

BY: _____
Secretary/Assistant Secretary

BY: _____
~~President~~/Vice President
Paul D. Baker

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Paul Baker and Parsons

on behalf of the Program Manager this 21st day of February, 2007.

Notary Public

My Commission expires: [illegible]

(SEAL OF NOTARY)

OFFICIAL SEAL
MARIANNE KLYTTA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/06/09

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TERMS AND CONDITIONS

ARTICLE 1. INCORPORATION OF RECITALS AND EXHIBITS

1.1 Recitals

The matters recited above are incorporated in and made a part of this Agreement.

1.2 Incorporation of Exhibits

(a) The following attached Exhibits are made a part of this Agreement:

(i)	Exhibit 1	Scope of Services and Time Limits for Performance
(ii)	Exhibit 2	Schedule of Compensation
(iii)	Exhibit 3	Key Personnel
(iv)	Exhibit 4	Insurance Requirements and Evidence of Insurance
(v)	Exhibit 5	Disclosure Affidavit
(vi)	Exhibit 6	MBE/WBE Special Conditions
(vii)	Exhibit 7	Disclosure of Retained Parties
(viii)	Exhibit 8	Schedule C - Letter of Intent to Perform from MBE/WBE
(ix)	Exhibit 9	Schedule D - Affidavit Regarding MBE/WBE Participation

(b) By executing this Agreement, the **PMO** acknowledges that it is familiar with the contents of each of such documents and will comply fully with all applicable portions of them in performing the Services.

ARTICLE 2. DEFINITIONS

2.1 Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

(a) **Additional Services.** Those services which are within the general scope of Services of this Agreement, but beyond the description of services required under **Section 3.1**, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services require the approval of the **Commission** in a written amendment under **Section 10.3** of this Agreement before the **PMO** is obligated to perform those Additional Services and before the **Commission** becomes obligated to pay for those Additional Services.

(b) **Agreement.** This Agreement for Program Management Office Services, including all exhibits attached and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

(c) **Authorized Commission Representative.** One or more persons designated in writing by the **Executive Director** for the purposes of assisting the **Commission** in managing the Program or one of the Projects in the Program. As specifically directed by the **Executive Director**, 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 **Executive Director**.

(e) **Executive Director.** The authorized representative of the **Commission**.

(f) **Key Personnel.** Those job titles and individuals identified in **Exhibit 3 - Key Personnel**.

(g) **Monthly Meeting.** Monthly meetings to discuss the Program and to review the performance of the **PMO** will be scheduled at mutually agreeable times and locations. The **PMO** will cause such meetings to be attended by the appropriate personnel and at the request of the **Executive Director**, specific Key Personnel will attend. The **PMO** will take the minutes at these meetings and distribute the minutes to all parties within 5 days of the meeting.

(h) **Program.** Collectively, the Projects and Services specified in this Agreement.

(i) **Program Data.** Collectively all Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to or by the **PMO** in connection with this Agreement, the Program, the Projects and/or the Services.

(j) **Program Manager.** The authorized representative for the **PMO**.

(k) **Project.** A specific facility or capital improvement within this Program.

(l) **Reimbursable Expenses.** The expenditures as identified in **Exhibit 2 - Compensation of the PMO** in this Agreement.

(m) **Services.** Collectively, the services, duties and responsibilities described in **Article 3** and **Exhibit 1 - Scope of Services and Time Limits for Performance** of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

(n) **Subcontractor.** The person or entity with whom the **PMO** contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with the **PMO**.

(o) **User Agency.** A governmental agency that requested the **Commission** to undertake a Project.

2.2 Interpretation

(a) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

(b) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

(c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

(e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

(f) All references to a number of days mean calendar days, unless indicated otherwise.

(g) References to "approved by the **Commission**" or to "approval by the **Commission**" are not intended to and must not be interpreted to absolve the **PMO** from liability due to errors and omissions.

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF THE PROGRAM MANAGER

3.1 Scope of Services

(a) This is an Agreement for Program Management Office Services for the **Commission**. This description of Services is intended to be general in nature and is neither a complete description of the **PMO's** Services nor a limitation on the Services that the **PMO** is to provide under this Agreement.

(b) The **PMO** must provide the Services in accordance with the standards of performance set forth in **Section 3.4**. The Services that the **PMO** must provide include, but are not limited to, those described in **Exhibit 1 - Scope of Services and Time Limits for Performance** which is attached to this Agreement and incorporated by reference as if fully set forth here.

3.2 Compliance with The Chicago Standard.

The City of Chicago has adopted The Chicago Standard, a set of construction standards for public buildings. The Chicago Standard was developed to guide the design, construction and renovation of municipal facilities in a manner that provides healthier indoor environments, reduces operating costs and conserves energy resources. It also includes provisions for outfitting, operating and maintaining those facilities. The Chicago Standard takes advantage of new building technologies and practices to enhance the well-being and quality of life of everyone working in and using these buildings, as well as the neighborhoods in which they are located. The **PMO** will familiarize itself with the current requirements of The Chicago Standard and perform the Services in such a manner as to achieve the LEED™ rating specified for each Project, and if unspecified, at a minimum, the LEED™ rating of Certified.

3.3 Deliverables

(a) In carrying out its Services, the **PMO** must prepare or provide to the **Executive Director** various Deliverables as described in **Exhibit 1 - Scope of Services and Time Limits for Performance**.

(b) The **Executive Director** may reject Deliverables that fail to comply with the requirements of this Agreement. If the **Executive Director** determines that the **PMO** has failed to comply with the standards set forth in **Section 3.4**, it has 30 days from the discovery to notify the **PMO** of its failure. If the **PMO** does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the **Executive Director** specifying the failure, then the **Executive Director**, by written notice, may treat the failure as a default of this Agreement under **Section 9.1**.

(c) Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the **Commission** and when consented to in advance by the **Executive Director**. Such Deliverables will not be

considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve the PMO of its obligations under this Agreement.

3.4 Standard of Performance

(a) The PMO must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a professional firm or individual performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. The PMO acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and with respect to that information. The PMO agrees to be held to the standard of care of a fiduciary.

(b) The PMO must assure 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 PMO must provide copies of any such licenses. The PMO remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by the PMO or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement.

(c) If the PMO fails to comply with the foregoing standards, the PMO must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Executive Director does not relieve the PMO of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the Commission's rights against the PMO either under this Agreement, at law or in equity.

3.5 Personnel

(a) Adequate Staffing

The PMO must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. The PMO staffing levels and resources for the Program are expected to fluctuate based on the Commission's annual needs. The PMO must include among its staff the Key Personnel and positions as identified in Section 3.5(b) below. The level of staffing may be revised from time to time by notice in writing from the PMO to the Executive Director and with written consent of the Executive Director, which consent the Executive Director will not unreasonably withhold.

(b) Key Personnel

The PMO must not reassign or replace Key Personnel without the written consent of the Executive Director, which consent the Executive Director will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of Section 3.5. The Executive Director may at any time in writing notify the PMO that the Executive Director will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice the PMO must immediately suspend the services of the key person or persons and must replace

him or them in accordance with the terms of this Agreement. Key Personnel, if any, are identified in Exhibit 3 - Key Personnel.

(c) Salaries and Wages

The PMO and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations.

3.6 Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, the PMO must use every reasonable effort to utilize utilize minority business enterprises for not less than 25% and women business enterprises for not less than 5% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2004, set forth in Exhibit 6, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Executive Director, such reports and other information concerning compliance with such Resolution as may be requested by the Executive Director from time to time, except to the extent waived by the Commission. The completed exhibits, Exhibit 8 - Letter of Intent to Perform from MBE/WBE executed by each such firm and Exhibit 9 - Affidavit Regarding MBE/WBE Participation executed by the PMO, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Commission. The PMO must use every reasonable effort to utilize minority and women's business enterprises at the amounts listed in those Exhibits or the percentages listed in them as applied to all payments received from the Commission.

3.7 Insurance

The PMO must purchase and maintain at all times during the term of this Agreement and any time period following expiration if the PMO is required to return and perform any of the Services or Additional Services under this Agreement, for the benefit of the Commission, the specified User Agency and the PMO, insurance coverage which will insure the Commission, the specified User Agency and the PMO against claims and liabilities which arise out of the performance of such Services, in accordance with the coverages set forth in Exhibit 4 - Insurance Requirements and Evidence of Insurance of this Agreement.

3.8 Indemnification

(a) The PMO must defend, indemnify, keep and save harmless the Commission and the Specified User Agency, and their respective commissioners, board members, officers, officials and employees from and against any and all Losses, including those related to:

(i) injury, death or damage of or to any person or property;

(ii) any infringement or violation of any property right (including any patent, trademark or copyright);

(iii) the PMO's failure to perform or cause to be performed the PMO's covenants and obligations as and when required under this Agreement, including the PMO's failure to perform its obligations to any Subcontractor;

(iv) the **Commission**'s exercise of its rights and remedies under **Section 9.2** of this Agreement; and

(v) injuries to or death of any employee of the **PMO** or any Subcontractor under any workers compensation statute.

(b) "**Losses**" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, to the extent any or all of which are caused by the **PMO**'s breach of this Agreement or the **PMO**'s negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees.

(c) At the **Commission**'s option, the **PMO** must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the **Commission** has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving the **PMO** of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the **Commission**, if the settlement requires any action on the part of the **Commission**.

(d) To the extent permissible by law, the **PMO** waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of the **PMO** that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The **Commission**, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

(e) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during the **PMO**'s performance of Services beyond the term. The **PMO** acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the **Commission** are apart from and not limited by the **PMO**'s duties under this Agreement, including the insurance requirements in **Exhibit 4 - Insurance Requirements and Evidence of Insurance** of this Agreement.

3.9 Indemnity by Third Parties

Upon written request by the **PMO**, the **Commission** may require, by appropriate provision in contracts let by the **Commission** after the date of this Agreement with respect to the Program that the contractor(s) and consultant(s) under such contracts must indemnify, save and hold harmless the **Commission**, the specific User Agency and the **PMO**, and each of them, and their respective commissioners, board members, officers, officials and employees, from all claims, demands, suits, actions, losses, costs and the like, of every nature and description, made or instituted by third parties, arising or alleged to arise out of the work under such contract, and that the contractor(s) and consultant(s) under such contracts will purchase and maintain during the life of such contract such insurance as the **Commission** may require. The amount and insurer for such insurance are subject to approval by the **Commission**.

3.10 Ownership of Documents

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to the **PMO** under this Agreement are property of the **Commission**, including, as further described in **Section 3.11** below, all copyrights inherent in them or their preparation. During performance of its Services, the **PMO** is responsible for any loss or damage to the Deliverables, data, findings or information while in the **PMO**'s or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of the **PMO**. If not restorable, the **PMO** must bear the cost of replacement and of any loss suffered by the **Commission** on account of the destruction, as provided in **Section 3.8**.

3.11 Copyright Ownership

(a) The **PMO** and the **Commission** intend that, to the extent permitted by law, the Deliverables to be produced by the **PMO** at the **Commission**'s instance and expense under this Agreement are conclusively 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** will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

(b) To the extent that any Deliverable does not qualify as a "work made for hire," the **PMO** hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the **Commission**, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the **Commission** under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. The **PMO** will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the **Commission** may reasonably request in order to assist the **Commission** in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the **Commission**. The **PMO** warrants to the **Commission**, its successors and assigns, that on the date of transfer the **PMO** is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. The **PMO** further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. The **PMO** warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

(c) **The Commission** shall release the **PMO** from and an all claims and liability (including reasonable attorney fees and costs of suit) related to the use of such Deliverables by the **Commission**, its successors or assigns for any purpose other than the purpose for which they were provided under this Agreement.

3.12 Records and Audits

(a) **Records**

(i) The **PMO** must deliver or cause to be delivered to the **Executive Director** all documents, including all Deliverables prepared for the **Commission** under the terms of this Agreement, to the **Executive Director** promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. In the event of the failure by the **PMO** to make such delivery upon demand, then and in that event, the **PMO** must pay to the **Commission** any damages the **Commission** may sustain by reason of the **PMO**'s failure.

(ii) The **PMO** must maintain any such records including Deliverables not delivered to the **Executive Director** or demanded by the **Executive Director** for a period of 5 years after the final payment made in connection with this Agreement. The **PMO** must not dispose of such documents following the expiration of this period without notification of and written approval from the **Executive Director** in accordance with Article 11.

(b) **Audits**

(i) The **PMO** and any of the **PMO**'s Subcontractors must furnish the **Executive Director** with all information that may be requested pertaining to the performance and cost of the Services. The **PMO** must maintain records showing actual time devoted and costs incurred. The **PMO** must keep books, documents, paper, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the **Executive Director** and any other interested governmental agency, at reasonable times during the performance of its Services.

(ii) To the extent that the **PMO** conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the **PMO** must maintain and make similarly available to the **Executive Director** detailed records supporting the **PMO**'s allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) The **PMO** must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(iv) No provision in this Agreement granting the **Commission** a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the **Commission** would have had in the absence of such provisions.

(v) The **Commission** may in its sole discretion audit the records of the **PMO** or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement; provided, however, that the composition of agreed percentages and fixed rates shall not be subject to audit. Each calendar year or partial calendar year is considered an "audited period". If, as a result of such an audit, it is determined that the **PMO** or any of its Subcontractors has overcharged the **Commission** in the audited period, the **Executive Director** will notify the **PMO**. The **PMO** must then promptly reimburse the **Commission** for any amounts the **Commission** has paid the **PMO** due to the overcharges and also some or all of the cost of the audit, as follows:

(1) If the audit has revealed overcharges to the **Commission** representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the **PMO** must reimburse the **Commission** for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the **Commission** conducts;

(2) If, however, the audit has revealed overcharges to the **Commission** representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then the **PMO** must reimburse the **Commission** for the full cost of the audit.

(c) Failure of the **PMO** to reimburse the **Commission** in accordance with **Section (a) or (b)** above is an event of default under **Section 9.1** of this Agreement, and the **PMO** will be liable for all of the **Commission**'s costs of collection, including any court costs and attorneys' fees.

3.13 **Confidentiality**

(a) Unless agreed otherwise by the **Commission** in writing, all Program Data are the property of the **Commission** and are confidential. The **PMO** will, unless specifically authorized by the **Commission** in writing or required by law, make Program Data available only to the **Executive Director** and, on a need-to-know basis, the **PMO**'s employees and Subcontractors. The **PMO** acknowledges that Program Data may contain information vital to the security of a specific Project. If the **PMO** fails to reasonably safeguard the confidentiality of such data after being duly informed, the **PMO** is liable for the reasonable costs of actions taken by the **Executive Director**, in his sole discretion, determines to be necessary as a result, including the design and construction of improvements, procurement and installation of security devices, and posting of guards. The **PMO** shall not be liable for disclosure of such data to others:

(1) if the data is within, or later falls within, the public domain through no fault of the **PMO**;

(2) upon the return to the Commission of all remaining Project Data in PMO's possession;

(b) Except as authorized in writing by the **Executive Director**, the **PMO** must not issue any publicity, news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the Project to which the Services pertain.

(c) If the **PMO** is presented with a subpoena or a request by an administrative agency regarding Program Data, the **PMO** must immediately give notice to the **Executive Director** with the understanding that the **Commission** will have the opportunity to contest such process by any means available to it before any Program Data are submitted to the court, administrative agency, or other third party. **The PMO**, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

(d) The **PMO** must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by (a), (b) and (c) and any other confidentiality provisions in this Agreement.

3.14 Assignments and Subcontracts

(a) The **PMO** must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part of it, unless otherwise provided for in this Agreement or without the express written consent of the **Commission**. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the **Executive Director** operate to relieve the **PMO** of any of its obligations or liabilities under this Agreement.

(b) All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to observe or perform the terms and conditions of this Agreement to the satisfaction of the **Commission**, the **Commission** has the absolute right upon written notification, given by the Executive Director, to immediately rescind approval and to require the performance of this Agreement by the **PMO** personally or through any other **Commission**-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve the **PMO** of any of its obligations or liabilities under this Agreement.

(c) The **PMO**, upon entering into any agreement with a Subcontractor, must furnish a copy of that agreement to the **Commission** upon request of the **Executive Director**. All subcontracts must contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms of this Agreement and are subject to the approval of the **Commission**. If the agreements do not prejudice any of the **Commission**'s rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

(d) The **PMO** must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the **Commission**. The

attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to the **PMO** under this Agreement, without such prior written approval, has no effect upon the **Commission**.

(e) The **Commission** reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

ARTICLE 4. TERM OF PERFORMANCE

4.1 Term of Performance

This Agreement takes effect as of the date on the Execution Page ("**Effective Date**") and continues for five years or until this Agreement is terminated in accordance with its terms, whichever occurs first. This Agreement is subject to the **Commission's** right to extend it under Section 4.3.

4.2 Timeliness of Performance

The **PMO** must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 3.1 and Exhibit 1 - Scope of Services and Time Limits for Performance. The PMO acknowledges that failure of the PMO to comply with the time limits in this Agreement may result in economic or other losses to the Commission.

4.3 Agreement Extension Option

The **Commission** may at any time before this Agreement expires elect to extend this Agreement for additional periods under the same terms and conditions as this original Agreement, by notice in writing to the **PMO**.

ARTICLE 5. COMPENSATION

5.1 Basis of Payment

The **Commission** will pay the **PMO** according to the Schedule of Compensation in Exhibit 2 - Compensation of the PMO for the satisfactory performance of the Services.

5.2 Method of Payment

The **PMO** must submit original monthly invoices to the **Executive Director** for labor and other direct costs as billed, as outlined in the Schedule of Compensation in Exhibit 2 - Compensation of the PMO. The invoices must be in such detail as the **Executive Director** requests. The **Executive Director** will process payment of the undisputed portion of each invoice within 30 days after receipt of invoices and all supporting documentation necessary for the **Executive Director** to verify the Services provided under this Agreement. The Commission shall give the **PMO** written notice of any disputed amounts within a reasonable period and the reasons for the dispute. The parties shall cooperate in good faith to promptly resolve any such disputes. When resolved, the PMO shall invoice the Commission for the withheld amount, or the agreed portion of the withheld amount, and the Commission will process payment of such amount within 30 days of receipt of the invoice.

5.3 Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the **Commission** for payments to be made under this Agreement, then the **Executive Director**

will notify the **PMO** in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to the **PMO** except that no payments will be made or due to the **PMO** under this Agreement beyond those amounts appropriated and budgeted by the **Commission** to fund payments under this Agreement.

ARTICLE 6. DISPUTES

6.1 General

(a) All disputes 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 allowability of compensation, and all claims for alleged breach of contract will be presented at the Monthly Meeting following knowledge of the event.

(b) Except as otherwise provided in this Agreement, if a dispute under this Agreement is not resolved by the parties, the **PMO** may present such dispute to the **Executive Director** for final determination.

(c) The sole and exclusive remedy to challenge the final determination of the **Executive Director** is judicial review by means of a common law writ of certiorari.

6.2 Procedure

(a) The **PMO** will make all requests for determination of disputes in writing, specifically referencing this Section, and will include:

(i) the issue(s) presented for resolution;

(ii) a statement of the position of **PMO**;

(iii) the facts underlying the dispute;

(iv) reference to the applicable provisions of this Agreement by page and section;

(v) identification of any other parties believed to be necessary to the resolution;

(vi) all documentation which describes and relates to the dispute; and

(vii) if the request is to the Executive Director for final determination, include a copy of the minutes from the Monthly Meeting at which the issue(s) was presented.

(b) **The Executive Director** may thereafter reach his determination in accordance with such other information or assistance as may be deemed reasonable, necessary or desirable.

6.3 Effect

(a) The **Executive Director's** final determination will be rendered in writing no more than 45 business days after receipt by the **Executive Director**, unless the **Executive Director** notifies **PMO** that additional time for the final determination is necessary. The **Executive Director's** final determination will be conclusive, final, and binding on all parties.

(b) The **PMO** must follow the procedures set out in this Section and receive the **Executive Director's** final determination as a condition precedent to filing a complaint in the Circuit Court of Cook County or pursuing any alternative dispute resolution procedure that may be agreed by the parties.

(c) The **PMO** will not withhold performance of any Services required by the **Commission** under this Agreement during the dispute resolution period.

6.4 PMO Self-Help Prohibited

(a) The **PMO** must never withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices or pay applications, timely to make recommendations on General Contractor claims, or promptly to issue other appropriate approvals needed by others where doing so would potentially harm third parties, such as Subcontractors, the General Contractor, or its subcontractors. Doing so to gain potential leverage in negotiating or settling **PMO's** claims against the **Commission** or User Agency will be considered to be bad faith on **PMO's** part.

(b) This provision is not intended to prohibit **PMO** from exercising its well-considered professional judgment in carrying out its duties and responsibilities under this Agreement.

ARTICLE 7. COMPLIANCE WITH ALL LAWS

7.1 Compliance with All Laws Generally

(a) The **PMO** must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 7, and the **PMO** must pay all taxes and obtain all licenses, certificates and other authorizations required by them. The **PMO** must require all Subcontractors to do so, also.

(b) The **PMO** must execute and must cause any Subcontractors to execute a Disclosure Affidavit in the form attached to this Agreement as **Exhibit 5 - Disclosure Affidavit**. The **PMO** and Subcontractors must keep current the information provided in the Disclosure Affidavit during the term of this Agreement. Notwithstanding acceptance by the **Executive Director** of the Disclosure Affidavit, failure of the Disclosure Affidavit to include all information renders this Agreement voidable at the option of the **Commission**.

(c) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to:

(i) the statute or law as it may be amended from time to time;

(ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and

(iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

7.2 Nondiscrimination

(a) In performing its Services under this Agreement, the **PMO** must comply with applicable laws prohibiting discrimination against individuals and groups.

(b) In performing under this Agreement, the **PMO** will 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.

(c) The **PMO** certifies that it 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.

(d) The **PMO** will furnish such reports and information as may be requested by the **Executive Director**, 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.

(e) The **PMO** certifies that it 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).

(f) The **PMO** 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 **PMO**, out of payments due to the **PMO**, an amount sufficient to pay any underpaid employees the difference between the salaries required to be paid under the law and this Agreement and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the **Commission** for and on account of the **PMO** to the respective employees to whom they are due, as determined by the **Executive Director** in his sole discretion.

(g) The **PMO** must incorporate all of this Section 7.2 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor or that may provide any such materials.

7.3 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to

make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

ARTICLE 8. SPECIAL CONDITIONS

8.1 Warranties and Representations

In connection with signing and carrying out this Agreement, the **PMO**:

(a) warrants that the **PMO** is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which the **PMO** is not appropriately licensed;

(b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and the **PMO** is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(c) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

(d) warrants that the **PMO** and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the **Executive Director** to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the **Commission**;

(e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and the **PMO** warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

(f) represents that the **PMO** and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(g) warrants that neither the **PMO** nor any affiliate of the **PMO** is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the User Agency or the Commission may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

For purposes of this subparagraph (g) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in

control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise; and

(h) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3 of this Agreement.

8.2 Ethics

(a) In addition to the foregoing warranties and representations, the PMO warrants:

(i) no officer, agent or employee of the Commission is employed by the PMO or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under the Municipal Code of Chicago (Chapter 2-156).

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime the PMO or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) The PMO further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the Commission.

8.3 Joint and Several Liability

If the PMO, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and every obligation or undertaking in this Agreement to be fulfilled or performed by the PMO is the joint and several obligation or undertaking of each such individual or other legal entity.

8.4 Business Documents

At the request of the Executive Director, the PMO must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

8.5 Conflicts of Interest

(a) No Board member, employee, officer, or official of the Commission who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City Of Chicago or City Of Chicago employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(b) The PMO covenants that it, and to the best of its knowledge and after diligent inquiry, its Subcontractors if any (PMO and its Subcontractors will be collectively referred to in this Section 8.5 only as "Consulting Parties"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any

project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

(c) Upon the request of the **Executive Director**, Consulting Parties must disclose their past client lists and the names of any clients with whom they have an ongoing relationship to the **Executive Director**. Consulting Parties are not permitted to perform any Services for the **Commission** on applications or other documents submitted to the **Executive Director** by any of Consulting Parties' past or present clients. If Consulting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the **Executive Director**.

(d) Without limiting the foregoing, if the Consulting Parties assist the **Commission** in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the **Commission** in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) The **PMO** further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as described in **Section 3.13** of this Agreement. If the **Executive Director** in his reasonable judgment, determines that any of Consulting Parties' Services for others conflict with the Services they are to render for the **Commission** under this Agreement, Consulting Parties must terminate such other services immediately upon request of the **Executive Director**.

(f) Furthermore, if any federal funds are to be used to compensate or reimburse the **PMO** under this Agreement, the **PMO** represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. ' 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, the **PMO** must execute **Exhibit 7 - Disclosure of Retained Parties** and incorporated by reference as if fully set forth here.

8.6 Non-Liability of Public Officials

The **PMO** and any assignee or Subcontractor of the **PMO** must not charge any Board member, employee, officer or official of the **Commission** personally with any liability or expenses of defense or hold any Board member, employee, officer or official of the **Commission** personally liable to them under any term or provision of this Agreement or because of the **Commission**'s execution, attempted execution or any breach of this Agreement or for any other reason whatsoever.

8.7 Security

Certain specific Projects may require that employees providing Services at those Projects wear security badges. *(See Security Badges section below.)* The **PMO**, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the User Agency for the Project and the **Executive Director** may deem necessary. The **PMO**, Subcontractors, their respective employees, invitees and all other persons under the control of the **PMO** must comply strictly

and faithfully with any and all rules, regulations and directions which **Executive Director** or the User Agency may issue from time to time during the life of this Agreement with regard to security, safety, maintenance and operation of a project and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

8.8 Security Badges

(a) If required by a specific Project, the **PMO** must obtain Security Badges from the provider designated by the **Executive Director** for any person working on that Project on the **PMO's** behalf. Access to and egress from that Project may require display of the Security Badge. Each such person must submit signed and properly completed application forms to receive a Security Badge. Additional forms and tests may be required. The application forms will solicit such information as the **Commission** may require, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). **The PMO** is responsible for requesting and completing the form for each person who will be working at the Project on the **PMO's** behalf and all vehicles to be used on the job site. Upon signed approval of the application by the **Executive Director**, the employee will be required to attend a presentation regarding security and have his or her photo taken for the badge. The **Executive Director** may grant or deny the application in his sole discretion. The **PMO** must make available to the **Executive Director**, within one day of request, the personnel file of any person who will be working on a Project that requires Security Badges.

(b) In order for a person to have a Security Badge, a criminal history record check ("**CHRC**") may also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required for the specific Project.

(c) Security Badges and Vehicle Permits will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. The **PMO** will be jointly and severally liable for any fines imposed on any person working on its behalf.

(d) When a Project requires additional security, including the use of Security Badges and CHRC, the **PMO** will work with the **Executive Director** and the User Agency for that Project to develop specific security procedures appropriate to that Project.

ARTICLE 9. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

9.1 Events of Default

Each of the following occurrences constitutes an Event of Default by the **PMO** under this Agreement:

(a) Failure or refusal on the part of the **PMO** to duly observe or perform any obligation or agreement on the part of the **PMO** contained in this Agreement, which failure or refusal continues for a period of 10 days (or such longer period as the **Executive Director** in his sole discretion, may determine if such failure is not capable of being cured within such 10-day period) after the date on which written notice of it has been given to the **PMO** by the **Executive Director**;

(b) A materially false representation or warranty by the **PMO** in this Agreement or throughout the performance of the Services.

(c) The **PMO** becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals will take any action in furtherance of any of the foregoing;

(d) Any proceeding is commenced against the **PMO** 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 60 days following commencement of the proceeding, or appointment of, without the **PMO**'s consent or acquiescence, any trustee, receiver, liquidator or other custodian of all or any substantial part of the **PMO**'s assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days of the appointment.

(e) The **PMO**'s material failure to perform any of its obligations under this Agreement including:

(i) Failure due to a reason or circumstance within the **PMO**'s reasonable control to perform the Services with sufficient personnel, and equipment or with sufficient material to ensure the performance of the Services;

(ii) Failure to properly 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 per the Terms of this Agreement;

(iv) Discontinuance of the Services for reasons within the **PMO**'s reasonable control;

(v) Failure to comply with a material term of this Agreement, including the provisions concerning insurance and nondiscrimination;

(vi) Any change in ownership or control of the **PMO** without prior written approval of the **Executive Director** which approval the **Executive Director** will not unreasonably withhold;

(vii) The **PMO**'s default under any other agreement it presently may have or may enter into with the **Commission**. The **PMO** acknowledges that in event of a default under this Agreement the **Executive Director** may also declare a default under any such other agreements.

(viii) Failure to comply with Section 7.1 in the performance of the Agreement.

9.2 Remedies

(a) If an Event of Default occurs and continues, then the **Commission** may exercise any right, power or remedy permitted to it by law or in equity and has, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to **PMO**, in which event the **Commission** has no further obligations hereunder or liability to **PMO** except as to payment for Services actually received and accepted by the **Commission** through the effective date of termination. 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.

(b) The occurrence of any event of default permits the Executive Director, to declare the **PMO** in default. The **Executive Director** must give the **PMO** an opportunity to cure the default within a reasonable period of time, which period of time shall not exceed 30 days, unless extended by the **Executive Director**. Whether to declare the **PMO** in default is within the sole discretion of the **Executive Director** and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

(c) The **Executive Director** shall give the **PMO** written notice of the default, in the form of a cure notice ("**Cure Notice**"). If the PMO fails to cure the default within the period given in the Cure Notice, the Executive Director may issue a default notice ("**Default Notice**"). If the **Executive Director** gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. When a Default Notice with intent to terminate is given as provided in this **Section 9.2** and **Article 11**, the **PMO** must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the **Executive Director**. After a Default Notice is issued by the Executive Director, the **Commission** may invoke any or all of the following remedies:

(i) The right to take over and complete the Services, or any part of them, at the **PMO**'s expense and as agent for the **PMO**, either directly or through others, and bill the **PMO** for the cost of the Services, and the **PMO** must pay the difference between the total amount of this bill and the amount the **Commission** would have paid the **PMO** under the terms and conditions of this Agreement for the Services that were assumed by the **Commission** as agent for the **PMO** under this **Section 9.2;**

(ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the **Executive Director**;

(iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

(iv) The right to money damages;

(v) The right to withhold all or any part of the **PMO**'s compensation under this Agreement;

(vi) The right to deem the **PMO** non-responsible in future contracts to be awarded by the **Commission**.

(d) If the **Executive Director** considers it to be in the **Commission's** best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the **Commission** and that if the **Executive Director** permits the **PMO** to continue to provide the Services despite one or more events of default, the **PMO** is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the **Commission** waive or relinquish any of its rights.

9.3 Remedies Not Exclusive

Except as otherwise provided herein, 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. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the **Executive Director** considers expedient.

9.4 Early Termination

(a) In addition to termination under **Sections 9.1 and 9.2** of this Agreement, the **Commission** may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the **Executive Director** to the **PMO**. The **Executive Director** will give notice to the **PMO** in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by the **PMO** or the date stated in the notice, whichever is later. If the **Commission** elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the **Executive Director** effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) After the notice is received, the **PMO** must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The **Executive Director** and the **PMO** must attempt to agree on the amount of compensation to be paid to the **PMO**, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to the **PMO** is in full settlement for all Services satisfactorily performed under this Agreement.

(c) The **PMO** must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the **Commission** arising from termination of subcontracts after the early termination. The **PMO** will not be entitled to make any early termination claims against the **Commission** resulting from any Subcontractor's

claims against the **PMO** or the **Commission** to the extent inconsistent with this provision.

(d) If the **Commission's** election to terminate this Agreement for default under **Sections 9.1** and **9.2** is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this **Section 9.3**.

9.5 Suspension

(a) The **Commission** may at any time request that the **PMO** suspend its Services, or any part of them, by **15 days prior written notice** to the **PMO** given by the **Executive Director** or upon informal oral, or even no notice, in the event of emergency. The **PMO** shall resume its performance of the Services as soon as practicable under the same terms and conditions as stated in this Agreement upon written notice by the **Executive Director** and such equitable extension of time as may be mutually agreed upon by the **Executive Director** and the **PMO** when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by the **PMO** as a result of recommencing the Services must be treated in accordance with the compensation provisions under **Article 5** of this Agreement.

(b) No suspension of this Agreement is permitted in the aggregate to exceed a period of **20 days within any one year** of this Agreement. If the total number of days of suspension exceeds 45 days, the **PMO** by written notice to the **Executive Director** may treat the suspension as an early termination of this Agreement under **Section 9.4**.

9.6 Right to Offset

(a) In connection with performance under this Agreement,

(i) the **Commission** may offset any excess costs incurred:

(1) if the **Commission** terminates this Agreement for default or any other reason resulting from the **PMO's** performance or non-performance;

(2) if the **Commission** exercises any of its remedies under **Section 9.2** of this Agreement; or

(3) if the **Commission** has any credits due or has made any overpayments under this Agreement.

(ii) The **Commission** may offset these excess costs by use of any payment due for Services completed before the **Commission** terminated this Agreement or before the **Commission** exercised any remedies. If the amount offset is insufficient to cover those excess costs, the **PMO** is liable for and must promptly remit to the **Commission** the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the **Commission**.

(iii) No such debt(s) will be offset from the price or compensation due under this Agreement if the **PMO**:

(1) is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

(2) has filed a petition in bankruptcy and the debts owed the

Commission are dischargeable in bankruptcy.

(b) When the **Commission**'s claims against the **PMO** are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the **Commission** will reimburse the **PMO** to the extent of the amount the **Commission** has offset against this Agreement inconsistently with such determination or resolution.

9.7 Force Majeure

Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform will give prompt notice to the other party, and the **Commission** may, at any time during the continuation of the force majeure event, elect to suspend the performance of the **PMO** under this Agreement for the duration of the force majeure. The **Commission** will not be obligated to pay 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 **PMO** is not in default of any obligation of the **PMO** under this Agreement, the **Commission** will pay to the **PMO**, according to the terms of this Agreement, all compensation and reimbursements due to the **PMO** for periods up to the effective date of suspension. The term "force majeure" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders 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; or of people, such as acts of terrorism; or of governments, such as imposition of martial law. The term does not include, for example, typical Chicago inclement weather (i.e. weather the severity of which is less than a standard deviation from the 5-year mean for the Chicago Midway area for Projects located south of Madison Street or the O'Hare area for Projects located north of Madison Street, as established by the National Oceanic and Atmospheric Administration) or labor force strikes.

ARTICLE 10. GENERAL CONDITIONS

10.1 Entire Agreement

(a) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other terms, conditions, warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement.

(b) No Collateral Agreements

The **PMO** acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the **Commission**, its respective Commissioners, officers, officials and employees, has induced the **PMO** to enter into this Agreement or has been relied upon by the **PMO**, including any with reference to:

(i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;

(ii) the nature of the Services to be performed;

(iii) the nature, quantity, quality or volume of any materials, equipment,

labor and other facilities needed for the performance of this Agreement;

(iv) the general conditions which may in any way affect this Agreement or its performance;

(v) the compensation provisions of this Agreement; or

(vi) any other matters, whether similar to or different from those referred to in (i) through (v) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

(c) **No Omissions**

The **PMO** acknowledges that the **PMO** was given ample opportunity and time and was requested by the **Commission** to review thoroughly all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. The **PMO** did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, the **PMO** relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

10.2 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

10.3 Amendments

(a) Except as provided in **Section 5.3** of this Agreement, no changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of the **PMO** and by the **Commission**. **The Commission** incurs no liability for Additional Services without a written amendment to this Agreement under this **Section 10.3.**

(b) Whenever in this Agreement the **PMO** is required to obtain prior written approval, the effect of any approval that may be granted pursuant to the **PMO**'s request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

10.4 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois. **The PMO** irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on the **PMO** may be made, at the option of the **Commission**, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by the **PMO**, or by personal delivery on any officer, director, or managing or general agent of the **PMO**. If any action is brought by the **PMO** against the **Commission** concerning this Agreement, the action must be brought only in those courts located within

the County of Cook, State of Illinois.

10.5 Severability

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

10.6 Assigns

Except as otherwise provided in this Agreement, all of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

10.7 Cooperation

The **PMO** must at all times cooperate fully with the **Executive Director** and act in the **Commission**'s best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the **PMO** must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the **Commission** in connection with the termination or expiration.

10.8 Waiver

(a) Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

(b) Whenever under this Agreement the **Executive Director** by a proper authority waives the **PMO**'s performance in any respect or waives a requirement or condition to either the **Commission**'s or the **PMO**'s performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the **Executive Director** may have waived the performance, requirement or condition. Such waivers must be provided to the **PMO** in writing.

(c) The waiver by either party of any breach of this Agreement will not constitute a waiver as to any succeeding breach.

10.9 Independent Contractor

(a) Under this Agreement, the relationship of the **PMO** to the **Commission** is that of an independent contractor and the **PMO**, except to the extent expressly provided to the contrary in this Agreement, 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.

(b) This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the PMO and the Commission.

(c) The rights and the obligations of the parties are only those set forth in this Agreement.

ARTICLE 11. NOTICES

11.1 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 **Executive Director** for the **Commission**, or the **Program Manager** for the **PMO** at their respective addressed set forth above.

11.2 If given as provided in this Agreement, such notice is deemed to have been given on the date of delivery, if delivered by hand, and on the third business day after mailing, if given by mail. Refusal to accept delivery has the same effect as receipt. The **Commission** or **PMO** 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.

ARTICLE 12. AUTHORITY

12.1 Execution of this Agreement by the **PMO** is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of the **PMO** have been made with complete and full authority to commit the **PMO** to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1 - SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE

FOLLOWS THIS PAGE

Scope of Services

The PMO will provide staff as requested and approved by the PBC to perform some or all of the following services dependent upon the level of staffing authorized:

1. Program Management

The PMO will provide Program Management for the PBC and management support that will serve to advance specific PBC projects, protect the PBC's operational and financial interests, balance diverse stakeholder requirements, and also assist as requested in resolving issues among other consultant resources.

2. Management Policies and Procedures

The PMO will develop, document and disseminate policies and procedures for the cost-effective and coordinated implementation of programs and projects, with due consideration of cost and schedule controls, design standards, and the operational requirements of the PBC's clients. All tasks will be performed in conformity with environmental and financial requirements. Also, PMO will facilitate development, review and implementation of additional policies and procedures, including Equal Employment Opportunity compliance and MBE/WBE participation, communication, and procurement requirements. The PMO will review existing PBC procedures and make appropriate recommendations for revisions and develop new procedures as necessary to recommend an integrated PBC-wide procedures system.

3. Project Management

As directed by the PBC, the PMO will provide necessary and appropriate direction to and will have QA/QC monitoring responsibility over assigned contractors. The PBC will retain contractual authority and independent oversight of contractors unless otherwise specified. By undertaking the duties listed below, the PMO shall not assume any responsibility or liability for any contractor or subcontractor failures to comply with the contract documents. The project team's responsibilities will include:

- **A.** Monitoring and tracking project-level cost, schedule and budget requirements, and coordination with program-level and assigned project-level controls personnel
- **B.** Refining, coordinating and monitoring project scope
- **C.** Monitor project development and implementation to achieve established LEED rating targets.
- **D.** Providing input on project delivery methods and contract scope packaging
- **E.** Identifying resources and processes required for project implementation
- **F.** Identifying and implementing necessary coordination and communication
- **G.** Facilitating and expediting the resolution of technical issues, drawing upon necessary resources and experts in applicable disciplines
- **H.** Facilitating the resolution of contractual issues, drawing upon necessary resources within the PBC and its other consulting resources
- **I.** Monitoring and reporting on progress and issues affecting project implementation
- **J.** Presenting, or facilitating the presentation of, details of project design, construction and progress to the PBC, the client agencies and others as required

4. Design Management

The PMO, acting through its assigned Project Managers, will be responsible for performing all necessary design review, detailed design coordination, and QA reviews. The PMO will provide necessary and appropriate direction to and will have QA/QC monitoring responsibility over assigned architectural and engineering consultants. PBC will retain contractual authority and independent oversight of design consultants. PMO will implement (or update and revise as necessary) PBC's existing design review and QA/QC standards for assigned projects. PMO will prepare recommendations for PBC regarding resources and priorities for architectural and engineering consultants.

PMO will review deliverables and/or work product(s) of the Architects-of-Record and other PBC consultants for completeness and timeliness, implement and maintain a design decision impact tracking database to facilitate timely decision-making and enable ready reconciliation of estimates and schedules against baselines. PMO will develop and maintain a performance evaluation system for all Architects-of-Record and other PBC consultants and will facilitate an Errors & Omissions committee. By undertaking the design management duties, the PMO shall not assume any responsibility or liability for errors and omissions of any design architect or engineer.

Assist in developing LEED targets in relation to project budget, scope, and schedule.

5. Cost Control

The PMO will identify opportunities for capital project implementation and life-cycle cost reduction and/or deferral. The PMO will facilitate policy and technical decisions by either preparing or directing the preparation of comprehensive decision analyses, and identify and weight evaluation criteria against project objectives and operational requirements. PMO will develop and implement a tiered contingency management and tracking system and conduct value engineering reviews as required. The PMO will also establish systems for constant identification and evaluation of cost reduction initiatives. PMO will evaluate concept level estimates by the client agencies, the PBC and/or the PBC's other consultants and administer the cost estimating function provided by others.

6. Program Controls

The PMO will develop and maintain a system of approved schedules and budgets, estimated costs, monitor the progress of the work, forecast cost and completion dates with the capability to identify variances, respond to queries and be flexible to provide report formats responsive to the requirements of the projects. At a minimum, the program control system should have the capability to accept data provided, under controlled circumstances, by other consultants and integrate data from various sources into a single reporting system administered and managed by the PMO.

7. Program Progress Reporting

The PMO will prepare periodic program-level reports for internal management and stakeholder communications, work with other consultants to secure and synthesize necessary input, and provide data, graphics and other materials as required for internal, external and public presentations.

8. Capital Cost Estimating

The PMO will be required from time to time to create cost estimates, sensitivity analyses and check estimates. The PMO will also review cost estimates prepared by others and facilitate reconciliation of multiple cost estimates when necessary. Estimates of construction cost represent PMO's best judgment as a professional; however it is recognized that neither PMO nor the PBC has control over the cost of labor or materials used in construction nor over any contractor's methods of determining bids or prices. As a result, PMO does not warrant that bids, negotiated prices or completed construction costs will not vary from PMO's estimates or the project budget.

9. Document Management.

The PMO will provide and manage a comprehensive document management system including a computer based program-wide system for the management of documents which prioritizes effective document retrieval, including computer-indexed storage and retrieval capabilities for internal, external, design and construction-related documents, to be used by all program management, construction management, design and other consultant resources. Contractor will also administer the utilization of the system by designers and contractors.

10. Construction Claims Prevention and Management

The PMO will perform systematic design and constructability reviews so that critical findings are addressed, documented and resolved in a timely manner. As part of its Services, PMO will monitor that design reviews include sufficient review of documents to identify areas of material, inadequate or ambiguous design information that could lead to construction claims or delays if unresolved; provided, however, the PMO shall not assume any responsibility or liability for the errors or omissions of any design architect or engineer. PMO will report such events and recommend actions to the PBC. PMO will develop systematic approaches so that such reviews are completed and followed up by appropriate action.

11. E.E.O. Compliance and MBE/WBE Participation Administration Support

The PMO may be requested to assist the PBC in administering and tracking compliance with workforce diversity, Affirmative Action, City Residency and MBE/WBE participation initiatives, including developing and applying systems for tracking and reporting, providing technical information as required and assisting in projection of workforce requirements per trade, outreach, capacity-building and recruitment efforts as deemed appropriate by the PBC.

12. Special Studies

The PBC may request the PMO to perform special studies or analyses related to functional, technical or methodological needs identified by the projects.

13. Community Relations

The PMO may be requested to assist the PBC in developing and implementing a Community Relations plan, which may include a mix of community, government and media

relations combined with multi-level marketing and outreach. The Scope of Services could include:

A. **Local Community Outreach** including community public information meetings; updates to civic, community, educational and religious organizations; special events such as groundbreaking events, "hard hat" events, "topping" ceremonies; and ribbon cutting ceremonies.

B. **Government Relations / Outreach** including informational meetings and briefings with key elected officials and their staffs to outline key issues of concern.

C. **Media Relations** including developing a customized media list for each impacted community and a press kit containing community benefits of the project and regularly issued press releases and media advisories highlighting progress reports and photo opportunities.

D. **Minority Business Development** to enhance the opportunities for participation in the program by minority business firms and minority individuals. A program will be designed specifically for the PBC that will be designed to provide specific, vigorous, outreach and technical support to minority and disadvantaged contractors and individuals. Given the structural challenges that many M/DBE firms face, particularly those owned by minorities and women, it is necessary to go beyond traditional outreach and small business support services to adopt new and creative strategies to ensure maximum local participation and community benefit.

E. **Marketing Materials** including developing and distributing newsletters and other materials to provide construction progress information to residents, community leaders, and businesses.

14. **Safety Program**

A. The PMO will establish a "safety culture" to focus on excellent safety practices and safe and healthy workforces on projects.

B. The PMO will recommend safety requirements be incorporated into bid documents and contracts to ensure they require the contractors to provide an acceptable level of commitment to safety.

C. The PMO will review the contractor's safety and health procedures, regulations, and PBC-specific protocols prior to project start-up. The PMO will also request a copy of the contractor's safety manuals and training certifications for key personnel.

D. During construction, all contractors are expected to be active participants in daily toolbox safety meetings and weekly safety meetings with the project team.

E. By undertaking these obligations, the PMO shall not be deemed to have assumed responsibility for the adequacy or sufficiency of the Contractors' safety programs. Each contract between the PBC and the Contractors shall stipulate that the Contractor is solely responsible for the viability and implementation of its safety programs, and is solely responsible for the safety of its employees and the effect of its actions on the safety of others.

15. **Quality Management**

The PMO will establish a quality program which will include management policies and procedures that address quality assurance and quality control throughout the building process. The PMO will establish standards for its own work, and then monitor and report on its own internal QA/QC performance. Likewise, the PMO will establish standards for the performance of the architects/engineers as well as the contractors. These firms will be evaluated against the established standards and procedures.

16. Training

An on-going training program will be developed and implemented for PBC and PMO staff, contractors, and architect/engineers concerning the policies and procedures being implemented on the program. The internal training is to develop consistency between projects and individual project managers.

17. Commissioning

The PMO may be requested to provide Commissioning for the assigned projects to ensure the facilities are operating as designed and to meet the certification requirements for LEED. The Commissioning Agent will begin the review during the design process and will make periodic visits during construction. An inspection and report of corrective actions will be provided by the Commissioning Agent near the completion of the construction so the corrections, as needed, can be performed during the punch list correction period.

18. Environmental Engineering

The PMO may be requested to provide environmental assessments and analyses for the assigned projects to evaluate the suitability of various sites and existing facilities for construction. The studies will identify contamination, lead-based paints, asbestos, and any hazardous materials that need to be abated in order to render the site acceptable for construction. Upon approval, engineering designs will be prepared for abatement to acceptable standards as well as management of the remediation and abatement work.

19. Geotechnical Engineering

The PMO may be requested to provide geotechnical assessments and analyses for the assigned projects to evaluate the suitability of various sites for construction. Geotechnical engineering reports will be provided to the design team for incorporation into the construction documents.

20. Surveying

The PMO may be requested to provide surveying for site assessments, the project design team, and during construction may be provided on an as needed basis.

21. Construction Inspection

The PMO may be requested to provide specialty inspectors with expertise and certifications in the various construction trades to provide an enhanced level of quality assurance for the projects. Examples of the specialties of the inspectors include:
1) Mechanical 2) Electrical 3) Plumbing 4) Roofing 5) Doors & Hardware 6) Low Voltage Systems (fire alarms & security systems, computer data systems, etc.).

22. Management of the Labor Compliance program

The PMO may be requested to provide assistance to the PBC in managing the labor compliance program. Some of the contemplated Labor Compliance services include:

- **A.** Project Labor Agreement (PLA) assistance should the PBC decide to implement this type of program
- **B.** Automation of certified payrolls
- **C.** Evaluation of certified payrolls for contract compliance
- **D.** Field evaluations for contract compliance
- **E.** Enforcement for violations of the contract requirements

23. Management of Furnishings, Fixtures, and Equipment (FF&E)

The PMO may be requested to provide management of the furnishings, fixtures, and equipment processes for the various PBC clients. Management activities include:

- **A.** Developing and implementing FF&E standards, policies and budgets
- **B.** User interface to identify specific FF&E requirements within the established budgets
- **C.** Procure as agent for the PBC the approved FF&E and arrange for delivery by specified need dates
- **D.** Manage delivery and set-up of FF&E within the completed spaces

24. Public Art Process

The PMO may be requested to provide assistance to the PBC with the public art process including:

- **A.** Establishing and managing budgets for the program
- **B.** Identification and selection of potential artists and projects
- **C.** Working with the artists during the project development and construction
- **D.** Working with the artists and contractors to incorporate the public art in the construction project

25. Real Estate Acquisition

The PMO may be requested to provide management of the real estate acquisition process to include:

- **A.** Identification and evaluation of potential sites
- **B.** Selection and obtaining approval for the preferred site
- **C.** Acquiring the necessary properties through purchase or imminent domain
- **D.** Managing the property (mowing, removal of graffiti, picking up abandoned property, etc.) until the construction contractor assumes this responsibility

26. Demolition

The PMO may be requested to provide assistance to the PBC with demolition of properties prior to construction including:

- **A.** Surveys & assessments for hazardous materials
- **B.** Developing and implementing abatement plan for identified materials
- **C.** Demolition of the properties and removal of debris
- **D.** Post-demolition environmental testing
- **E.** Site grading to enable property maintenance until construction begins

27. Historic Preservation

The PMO may be requested to provide coordination with appropriate agencies for any properties that are listed as historic properties and/or are potentially historic properties

EXHIBIT 2 - COMPENSATION OF THE PMO

FOLLOWS THIS PAGE

EXHIBIT 2
Compensation of the PMO

In accordance with Article 5 of this Agreement, the Commission will pay the PMO for the satisfactory performance of the Services as set for below:

A. Labor Costs: Fully Loaded Billing Rates

The PMO will be compensated for its labor on a monthly invoiced basis in accordance with the following fully-loaded Billing Rates for PMO employees and employees of Subcontractors. PMO employees and employees of Subcontractors must be approved in writing by the Authorized Commission Representative prior to providing Services for which the PMO will be entitled to compensation and before being included in any monthly invoice. The PMO agrees that the following Billing Rates fully compensate it for all of its costs for labor, payroll burden, overhead and general and administrative costs associated with the Services and profit and for any such costs and profit of any Subcontractor whose employees may be performing Services:

PMO 2007 Hourly Billing Rates:

Position Classification	Hourly Billing Rate
Core Staff	
Program Executive	$200
Program Manager	$197
Design Manager	$158
Deputy Program Manager	$158
Special Projects Manager	$158
Controls Manager	$158
Safety Manager	$158
Quality Manager	$142
Senior Public Relations Representative	$175
Junior Public Relations Representative	$100
Scheduler II	$135
Scheduler I	$120
Estimator II	$135
Estimator I	$120
Document Controls Manager	$64
Administrative Assistant II	$56
Administrative Assistant I	$47
Design Management	
Project Manager II	$142
Project Manager I	$113
Design Review	
Project Architect / Engineer	$142
Senior Architect / Engineer	$113
Architect / Engineer	$99
Environmental Engineer	$158
Construction Management	
Project Manager II	$142

	Project Manager I		$113
	CM II (Resident Engineer II)		$99
	CM I (Resident Engineer I)		$83
	Senior Inspector I		$99
	Inspector		$83
	Misc.		
	Senior Contract Administrator		$99
	Contract Administrator		$73
	Accountant Manager		$142
	Accountant		$83
	Intern		$47
	Labor Relations Manager, Regional		$158
	Labor Relations Manager		$142
	FFE Manager		$162
	Procurement Manager		$130

B. Reimbursable Expenses

In addition to the PMO's Labor costs, the Commission will reimburse the PMO for certain expenses incurred in the satisfactory performance of the Services.

Allowable Reimbursable Expenses consist of and are limited to expenses not provided for elsewhere that the PMO has paid for or incurred in connection with the Services and are subject to the limitations set forth below. Any expenditure in excess of $5,000 that qualifies as a Reimbursable Expense requires prior written approval of the Authorized Commission Representative.

Reimbursable Expenses include the following:

1. **Drawings, Printing and Reproduction Costs.** The costs of all printing, binding and reproduction related only to the production of the PMO's submittals to the Commission or to other as directed.

2. **Long Distance Telephone, Shipping and Office Supply Costs.**

3. **Travel and Related Expenses.** Whenever out of town travel is necessary in the performance of the Services, the PMO will obtain prior written approval from the Authorized Commission Representative for expenses related to travel into or out of the City of Chicago. Costs of local travel, including parking and taxis, reasonable and necessary to the performance of the Services will be reimbursable. Such costs however do not include travel to the PMO employee's primary work location at the start of the work day or travel home at the end of the work day, neither is the cost of parking at the PMO employee's primary work location reimbursable.

4. **Employee Relocation.** If employee relocation is deemed necessary in order to obtain appropriately qualified and experienced Key Staff then, upon prior written

approval of the Authorized Commission Representative, the PMO will be reimbursed for all reasonable relocation costs reimbursable to the employee in accordance with the PMO's written employment policies subject to a not-to-exceed amount of $30,000 per relocated employee. The PMO's relevant written employment policies are subject to prior review and approval by the Authorized Commission Representative.

5. **Equipment, Tools and Vehicles.** Cost of any equipment, tools furniture, computer, CADD or related IT equipment, or vehicles leased/hired or purchased for the performance of the Services will be reimbursable. However, any such items purchased shall become the property of the Commission. The PMO must obtain the prior written approval of the Authorized Commission Representative for the purchase, hire or lease of such equipment, tools, furniture, computer, CADD or related IT equipment, computer software or vehicles to the extent any one such item will cost in excess of $2,000. Reimbursable costs associated with maintenance of purchased or leased equipment and parking for leased or purchased vehicles will be subject to the prior written approval of the Authorized Commission Representative.

6. **Temporary Help.** The cost (without any PMO markup or surcharge) of temporary help performing productive labor in furtherance of the Services will, subject to the prior written approval of the Authorized Commission Representative, be reimbursable.

7. **Subcontractors.** The Commission will reimburse the PMO for the costs of Subcontractors as those costs are incurred under or in connection with subcontracts awarded by the PMO in accordance with the terms and conditions of this Agreement, subject to the prior written approval of the Authorized Commission Representative. The costs of Subcontractors that are reimbursable to the PMO may include actual direct labor rates and such other customary and reasonable costs and charges as the Commission may authorize. The costs reasonably incurred by the PMO for the administration of subcontracts and Subcontractors may be reimbursable provided that otherwise billable PMO staff are not responsible for subcontract/Subcontractor administration and provided that the Subcontractor markup that will serve as the basis for the PMO compensation will be negotiated by the Authorized Commission Representative on a case-by-case basis, and will never exceed five percent (5%). The PMO will be compensated for Services provided by Subcontractors furnishing the labor of personnel at the herein established fully-loaded Billing Rates without markup or surcharge.

8. **Rent and Utilities.** Reasonable and necessary costs associated with providing project site office space and utilities for PMO will, subject to the prior written approval of the Authorized Commission Representative, be reimbursable. The cost of providing office space and utilities for PMO Core Staff, however, is

included in the PMO's fully-loaded Billing Rates for such staff and not separately reimbursable.

9. **Miscellaneous.** Any other costs or expenses the PMO incurs as reasonable and necessary for the proper performance of the Services will be reimbursable provided that any such expenditure in excess of $1,000 will require the prior written approval of the Authorized Commission Representative.

C. Mobilization

The PMO is required to be prepared to provide Services as required beginning not later than January 1, 2007. Mobilization and other preparations will be provided by the PMO's Program Manager, Controls Manger and others as necessary. The PMO will be compensated for PMO Mobilization Services by a negotiated Lump Sum of $97,840 to be invoiced upon execution of this Agreement.

D. Work and Cost Outlay Plans

The PMO shall, not later than January 31, 2007, submit a 2007 Work and Cost Outlay Plan for approval by Authorized Commission Representative. The 2007 Work and Cost Outlay Plan will identify all anticipated reimbursable PMO costs for core staff (labor and reimbursables) and PMO costs for project staff Services related to any projects assigned to the PMO as of that date. The PMO shall submit an update of the Work and Cost Outlay Plan at the end of each calendar quarter (March 31st, June 30th, and September 30th) and shall submit monthly a report on the commitments it has made and costs it has incurred relative the approved Work and Cost Outlay Plan.

Compensation for PMO services years beginning January 1, 2008 will be in accordance with Work Cost Outlay Plans to be submitted not later than September 30th of each preceding year. The annual PMO Work Cost Outlay will be negotiated by the Authorized Commission Representative and reported to the PBC Board for approval. No commitments or expenditures will be authorized prior to the approval of the PMO Work Cost Outlay plan by the PBC Board and an Amendment as provided for in Section 10.3 of the Agreement.

Appropriate performance-based financial incentives (e.g. "award fee" formula) may be considered when PBC negotiates 2008 Work and Cost Outlay Plan and Budget with PMO.

E. Maximum Compensation

The maximum compensation payable to the PMO under this Agreement is $6,000,333 unless amended as provided for in Section 10.3 of the Agreement. The maximum compensation amount includes budgets for PMO core staff costs ($2,740,997), project management staff costs ($2,000,000), specialty

subconsulting Subcontractors ($500,000), and reimbursable expenses ($661,496). Expenditures or commitments in excess of those budgeted amounts are subject to the prior written approval of the Authorized Commission Representative.

EXHIBIT 3 - KEY PERSONNEL

FOLLOWS THIS PAGE

EXHIBIT 3 - KEY PERSONNEL

Paul Baker - Program Manager
Tom Ross - Controls Manager

EXHIBIT 4 - INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE
FOLLOWS THIS PAGE

EXHIBIT 4 -INSURANCE REQUIREMENTS

PROGRAM MANAGEMENT OFFICE SERVICES – PS976

The Program Management Office (**PMO**) must provide and maintain at **PMO's** own expense, for the duration of the Agreement and during any time period following expiration of Agreement, if **PMO** is required to return and perform any additional work, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

1. INSURANCE TO BE PROVIDED

1.1 Workers' Compensation and Employers Liability

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

1.2 Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than **$20,000,000** per occurrence per project for bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to the following: All premises and operations, products/completed operations (maintained for a minimum of three (3) years following termination of the agreement), explosion, collapse, underground, separation of insureds, defense, and contractual liability. The **COMMISSION** and respective User Agencies are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

1.3 Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, **PMO** must provide Automobile Liability Insurance with limits of not less than **$1,000,000** per occurrence for bodily injury and property damage. The **COMMISSION** and respective User Agencies are to be named as additional insureds on a primary, non-contributory basis.

1.4 Professional Liability Insurance (Errors & Omissions)

The **PMO** or other professional consultants who provide services will maintain professional liability insurance with limits of not less than **$5,000,000**, providing coverage for claims allegedly arising out of errors, omissions, negligent acts or breach of professional duties due to their performance, or failure to perform services. When the policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

1.5 Directors and Officers Liability

The **PMO** must maintain Directors and Officers Liability Insurance in connection with this Agreement with limits of not less than **$5,000,000**. Coverage shall include any actual or alleged act, error or omission by directors or officers while acting in their individual or collective capacities. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede commencement of services under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

1.6 Valuable Papers

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

1.7 Property

PMO will purchase and maintain Property Insurance, covering all property owned, leased, borrowed, or in control of **PMO** including, without limitation, tools, equipment and materials.

The **COMMISSION** and the User Agencies shall not be responsible for, nor will they insure, the property of **PMO** or any subcontractor.

The **PMO** is responsible for all loss or damage to Commission and/or User Agency property at full replacement cost.

1.8 Self Insurance

To the extent permitted by law, Contractor may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Contractor does self insure for the above insurance requirements, the Contractor must bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program must comply with at least the insurance requirements as stipulated above.

2. Additional Requirements

2.1 The **PMO** must furnish the **COMMISSION** original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement or beginning of work, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The **PMO** must submit evidence of insurance prior to Agreement award. The receipt of any certificate does not constitute agreement by the **COMMISSION** that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the **COMMISSION** to obtain certificates or other insurance evidence from **PMO** is not a waiver by the **COMMISSION** of any requirements for the **PMO** to obtain and maintain the specified insurance coverage. The **PMO** shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve **PMO** of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the **COMMISSION** retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

2.2 The insurance must provide for 30 days prior written notice to be given to the **COMMISSION** in the event coverage is substantially changed, canceled, or non-renewed.

2.3 Any deductibles, self insurance or self-insured retentions on referenced insurance coverage must be borne by **PMO**.

2.4 The **PMO** hereby waives and agrees to require their insurers to waive their rights of subrogation against the **COMMISSION** and the respective User Agencies and their employees, elected and appointed officials, agents, or representatives.

2.5 The coverage and limits furnished by **PMO** in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

2.6 Any insurance, self insured or self-insurance programs maintained by the **COMMISSION** and the User Agencies do not contribute with insurance provided by the **PMO** under the Agreement.

2.7 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 this Agreement given as a matter of law.

2.8 If **PMO** is a partnership, joint venture or a limited liability company, the insurance policies must name the partnership, joint venture or the limited liability company as a named insured.

2.9 The **PMO** must require all subcontractors to provide insurance coverage of the types and with policy limits appropriate to their scopes of work. The PMO subcontractors must name the Commission as additional insured and waive rights of subrogation with respect to the Commission

2.10 If **PMO** or subcontractor desires additional insurance coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

2.11 The **COMMISSION** Risk Management Division maintains the rights to modify, delete, alter or change these requirements.

EXHIBIT 5 - DISCLOSURE AFFIDAVIT

FOLLOWS THIS PAGE

Date: February 19, 2007

DISCLOSURE AFFIDAVIT

Name: Parsons Commercial Technology Group, Inc.

Address: 10 South Riverside, Suite 400, Chicago, IL 60606

Telephone No.: (312) 930-5289

Federal Employer I.D. #.: 94-3376767 Social Security #: N/A

Nature of Transaction:

[ ] Sale or purchase of land
[ ] Construction Contract
[X] Professional Services Agreement
[ ] Other

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Anyone proposing one of the above 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 Paul D. Baker, as Vice President
(Name) (Title)
and on behalf of Parsons Commercial Technology Group, Inc.
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. 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".

Bidder/Proposer is a:	[X] Corporation	[ ] LLC
	[ ] Partnership	[ ] LLP
	[ ] Joint Venture	[ ] Not-for-Profit Corporation
	[ ] Sole Proprietorship	[ ] Other

SECTION 1.

FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization: Parsons Corporation was incorporated in Delaware on March 6, 1978. Parsons Commercial Technology Group, Inc. was incorporated in Delaware on September 12, 2000.

b. Authorized to do business in the State of Illinois: Yes [X] No [ ]

c. Names of all officers of corporation or LLC (or attach list):

Name (Print or Type)	Title (Print or Type)
See Attached List	

Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
		%
		%
		%

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
		%
		%
		%

f. For LLC's, state whether member-managed or identify managing member:

_____.

g. For LLC's identify each member:

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?

Yes [X] No [ ]

If "yes" provide the above information, as applicable, for each such corporation or entity.

SECTION 2. PARTNERSHIPS

a. If the bidder/proposer 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 of Partners (Print or Type)	Percentage Interest
_____	_____%
_____	_____%
_____	_____%

SECTION 3. SOLE PROPRIETORSHIP

a. The bidder/proposer is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [ ] No [ ]
If NO, complete items b. and c. of this Section 3.

b. 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(s) of Principal(s). (Print or Type)

_____

_____

_____

c. 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 exercised.

Name(s)	Address(es)

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s)	Address(es)

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to

the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

1. The Contractor, or any subcontractor to be used in the performance of this contract, or any affiliated entities of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or 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 or if a subcontractor or subcontractor's affiliated entity during a period of three years prior to the date of award of the subcontract:

   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[2] 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 submittal of this bid, proposal or response.[3]

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[4] 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 judgement 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.

B. SUBCONTRACTOR

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, certifications substantially in the form of Section 1 of this Disclosure Affidavit. Based on such 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 describe in Section II(A) (1)(a) or (b) of this certification; (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 II(A)(1)(a) or (b) 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 describe in Section II(A)(1)(a) or (b) of this certification 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 in Section II(A)(1)(a) or (b) 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 Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), 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 Section II(B)(1) and (2) above, 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 subcontractor 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 subcontractor 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 [(Section II (C)], the Contractor shall explain below. 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.

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

D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.

2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary.

_____

_____

E. ANTI-COLLUSION

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free

competitive bidding in connection with this proposal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

F. PUNISHMENT

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).

G. 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.

III. 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[5], (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

_____

_____

(Attach additional pages of explanation to this Disclosure Affidavit, 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.

IV. CERTIFICATION OF COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purpose of this Section IV, "SUBSTANTIAL OWNER" means any person who owns or holds a ten percent (10%) or more percentage of interest in the Contractor. If the Contractor is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship. Percentage of interest includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, state or other legal entity in which the individual holds an interest or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten (10%) or percentage of interest in the Contractor. In this case, the response to this Section IV, must cover such individual(s) or entity. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

If Contractor's response in this Section IV is 1 or 2, then all of the Contractor's Substantial Owners must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof; or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set froth in either 1 or 2 constitutes an event of default.

Check one:

1. _____ No Substantial Owner has been declared in arrearage on his or her child support obligations by the Circuit Court of Cook County or by another Illinois court of competent jurisdiction.

2. _____ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.

3. _____ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations and: (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support for the payment of all such child support owed; or both (1) and (2).

4. ____X____ There are no Substantial Owners.

V. 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.

VI. VERIFICATION

Under penalty or 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 Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.

Signature of Authorized Officer

Paul D. Baker
Name of Authorized Officer (Print or Type)

Vice President
Title

(312) 930-5225
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 21 day of February, 2007 by

Paul D. Baker (Name) as Vice President (Title) of

Parsons Commercial Technology Group (Bidder/Proposer or Contractor)

Notary Public Signature and Seal

OFFICIAL SEAL
MARIANNE KLYTTA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/06/09

Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identify of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.

2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.

3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.

5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conversation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

Attachment 1 - List of Officers

Officers of Parsons Commercial Technology Group Inc.	
Name	Title
Small, John F	President
Walsh, Michael	Executive Vice President
Bower, Curtis A.	Executive Vice President
Scott, John A.	Director
Boyd, Gary	Senior Vice President
Grim, Robert C.	Senior Vice President
Harwood, Wiley D.	Senior Vice President
Kyles, James H.	Senior Vice President
Mariani, Daniel J.	Senior Vice President
Murph, John	Senior Vice President
Pyrz, Anthony P.	Senior Vice President
Stone, Gary L.	Senior Vice President
Turner, William R.	Senior Vice President
Andujar, Andres	Vice President
Au, Winifred	Vice President
Avant, Michael D.	Vice President
Baker, Paul D.	Vice President
Barreras, Sharon Y.	Vice President
Berger, Andrew D.	Vice President
Brady, P. Michael	Vice President
Burch, Arthur Lee	Vice President
Butler, Michael L.	Vice President
Cramer, Peter W.	Vice President
Crull, Ronald	Vice President
Destadio, Frank J.	Vice President
Einbinder, Wayne	Vice President
Glenn, Robert L.	Vice President
Gupta, V. Kumar	Vice President
Hartman, Larry E.	Vice President
Heisler, William D.	Vice President

Name	Title
Stanton, Amy	Vice President
Thomsen, Ian R.	Vice President
Warren, Stephen A.	Vice President
Williams, Jr., Todd	Vice President
Wilmot, John	Vice President
Wood, Lesley	Vice President
Zdravkovich, Steven R.	Vice President
Cole, Susan	Secretary
Camp, Robert J.	Assistant Secretary
Cranston, R. M.	Assistant Secretary
Fleishacker, Alan	Assistant Secretary
Johanson, Thomas L.	Assistant Secretary
Ministeri, Jr., Anthony	Vice President
Morrison, Bruce	Vice President
Nugent, Robert F.	Vice President
O'Kane, Brian P.	Vice President
Olphie, Daniel	Vice President
Paris, William C.	Vice President
Pfundt, David M.	Vice President
Price, William D.	Vice President
Quade, Dennis H.	Vice President
Rabenaldt, Carl	Vice President
Raeder, Jerry S.	Vice President
Raubacher, Charles	Vice President
Reks, Imants	Vice President
Rich, Paul J.	Vice President
Rizo-Patron, Alvaro	Vice President
Scarano, Joseph	Vice President
Schappaugh, Ronald D.	Vice President
Sciabarrasi, Philip	Vice President
Silberstein, Lloyd	Vice President
Simpson, Philip W.	Vice President
Smith, David B.	Vice President
Spittler, Ernest	Vice President

EXHIBIT 6 - MBE/WBE SPECIAL CONDITIONS

FOLLOWS THIS PAGE

Special Conditions Regarding Remedial Program for
Utilization of Minority Business Enterprise ("MBE"),
Women Business Enterprise ("WBE") and
Economically Disadvantaged Firms

SECTION 1

INTRODUCTION

SECTION 1.1 In February 1992 the Board of Commissioners (the "Board") of the Public Building Commission of Chicago (the "Commission") adopted a Remedial Program for Utilization of MBE and WBE firms (the "Program") as a means of providing open access to the award of Commission Contracts and to remedy the effects of racial and sexual discrimination which have placed such firms at a competitive disadvantage in the award of Commission Contracts.

SECTION 1.2 In 2003, District Judge James B. Moran in the case *Builders Association of Greater Chicago v. City of Chicago*, No. 96 C 1122 (N.D. Ill.) held that the evidence introduced at trial demonstrated that past and current discriminatory practices continue to place MBE and WBE firms at a competitive disadvantage in the award of governmental contracts and such practices have and continue to impede the growth and success of MBE and WBE firms.

SECTION 1.3 The Commission has a compelling interest in preventing public funds from perpetuating the past and current discrimination against MBE and WBE firms which currently exist in the market.

SECTION 1.4 The February 1992 Program adopted by the Commission has not been sufficient to ameliorate the effects of racial and gender discrimination in the marketplace.

SECTION 1.5 The remedies adopted herein by the Commission will not overly burden non-MBE and non-WBE firms in the award of Commission Contracts.

SECTION 1.6 The Commission will periodically review MBE and WBE participation on contracts awarded by the Commission to insure that the Commission continues to have a compelling interest in remedying discrimination against MBE and WBE firms in the award of Commission Contracts and that the measures adopted herein remain narrowly tailored to accomplish that objective.

SECTION 2

POLICY STATEMENT

SECTION 2.1 It is the policy of the Commission to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Contractor must agree that it shall 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.

SECTION 2.2 The Commission shall require the Contractor also agrees to take affirmative action to ensure that MBE and WBE firms shall have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.

SECTION 3

SECTION 3.1 For purposes of this Special Condition, the following definitions shall apply:

(a) "Affiliate" of a person or entity means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the person or entity. In determining whether persons or entities are affiliates, the Commission shall consider all appropriate factors including common ownership, common management and contractual relationships. Affiliates shall be considered together in determining whether a firm is a Small Business Enterprise.

(b) "Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of existing inventory and provides no commercially useful function other than acting as a conduit between a supplier and a customer.

(c) "Certification" or "Certified" shall mean a person or entity qualified or granted certification as a Minority Business Enterprise (MBE) or Woman Business Entity (WBE) by the City of Chicago.

Special Conditions Regarding Remedial Program for
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Economically Disadvantaged Firms

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(c) "Certification" or "Certified" shall mean a person or entity qualified or granted certification as a Minority Business Enterprise (MBE) or Woman Business Entity (WBE) by the City of Chicago.

(d) "Commercially useful function" means responsibility for the execution of a distinct element of the work of the contract which is carried out by actually performing, managing and supervising the work involved or fulfilling responsibilities as a joint venture.

(e) "Construction Contract" means a contract for the construction, repair, alteration, renovation or improvement of any building, facility or other structure.

(f) "Contract" means any contract awarded by the Commission which is to be paid from funds belonging to or administered by the Commission regardless of source.

(g) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.

(h) "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.

(i) "Economically disadvantaged" means an individual whose personal net worth is less than $750,000, indexed annually for the Chicago Metro Area Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Standards, beginning January, 1999.

(j) "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.

(k) "Good faith efforts" means actions undertaken by a Contractor to achieve a Contract Specific Goal that by their scope, intensity and appropriations to the objective can reasonably be expected to fulfill the Program's requirements.

(l) "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.

(m) "Local business enterprise" means, for purposes of Certification, a business entity located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region"), which has the majority of its regular, full time work force located within the Six County Region.

(n) "Minority" means:

(i) Any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:

(A) African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;

(B) Hispanics, which includes persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race; and

(ii) Individual members of other groups, including but not limited to Asian-Americans, Arab-Americans and Native-Americans, found by the Commission to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in Chicago area markets or to do business with the Commission.

(n) "Minority-owned business enterprise" or "MBE" means a small local business enterprise which is at least 51 percent owned by one or more economically disadvantaged minority persons, or in the case of a publicly held corporation at least 51 percent of all classes of the stock of which is owned by one or more economically disadvantaged minority persons whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged minority persons.

(o) "Owned" means having all of the customary incidents of ownership, including the right of disposition and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

(p) "Personal net worth" means the net value of the assets of an individual after total liabilities are deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or other certified MBE or WBE or the individual's equity in his or her primary place of residence. As to

assets held jointly with his or her spouse, an individual's personal net worth includes only that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, Individual Retirement Accounts, 401(K) accounts or other retirement savings or investment programs less the tax and interest penalties that would be imposed if the asset were distributed at the present time.

(q) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

(r) "Small business enterprise" means a small business as defined by the U.S. Small Business Administration pursuant to the business size standards found in 13 C.F.R Part 121 relevant to the scope(s) of work the firm seeks to perform on Commission contracts. A firm is not an eligible small business enterprise in any fiscal year in which its gross receipts, averaged over the firms's previous five fiscal years, exceed the size standards of 13 C.F.R Part 121.

(s) "Small local business enterprise" means a business that is a small business enterprise and a local business enterprise.

(t) "Woman" means a person of the female gender, who is presumed to be socially disadvantaged.

(u) "Women-owned business enterprise" or "WBE" means a small local business enterprise which is at least 51 percent owned by one or more economically disadvantaged women or in the case of a publicly owned business, at least 51 percent of all classes of the stock of which is owned by one or more economically disadvantaged women, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged women.

SECTION 4

ASPIRATIONAL AND CONTRACT SPECIFIC GOALS

SECTION 4.1 Upon the effective date of these Special Conditions, the bi-annual aspirational goals shall be to award 24 percent of the annual dollar value of all Commission Construction Contracts to certified MBEs and 4 percent of the annual dollar value of all Commission Contracts to qualified WBEs and 25 percent of the annual dollar value of all other Commission Contracts to certified MBEs and 5 percent of the annual dollar value of the all other Commission Contracts to certified WBEs.

The Commission shall establish subsequent bi-annual aspirational goals for the award of Commission Contracts based on the best available evidence. Quotas are hereby prohibited.

SECTION 4.2 As one method to achieve the aspirational goals, the Executive Director is authorized to establish contract specific goals for MBE and WBE participation for each contract let through competitive bidding. Contract specific goals shall be based on normal industry practice, as determined in consultation with other governmental agencies, the scope of work of the contract, the availability of at least three MBEs and three WBEs to perform the functions of those individual contracts, and the Commission's progress to date towards meeting the bi-annual, aspirational goals of Section 4.1. The Executive Director shall implement administrative procedures to establish contract-specific goals.

SECTION 4.3 Each Bidder's commitment to utilization of certified MBE and WBE firms shall be considered as further evidence of the responsibility of the Bidder. Further, the Bidder must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value of ten (10%) percent of the initial Contract value or fifty thousand ($50,000) dollars, whichever is less.

SECTION 4.4 Failure to carry out the commitments and policies set forth in this Program shall constitute a material breach of contract and may result in termination of the Contractor or such other remedy as the Commission deems appropriate.

SECTION 5

RACE AND GENDER-NEUTRAL MEASURES

SECTION 5.1 The Commission shall develop and use race and gender-neutral measures to facilitate the participation of small business enterprises in Commission Contracts. Race and gender-neutral measures shall be used to the maximum feasible extent to meet the bi-annual aspirational goals established in Section 4.1. These measures may include, but are not limited to:

(a) Arranging solicitation times for the presentations of bids, specifications, and delivery schedules so as to facilitate the participation of interested contractors and subcontractors;

(b) Segmenting contracts so as to facilitate the participation of small business enterprises;

(c) Providing assistance to businesses in overcoming barriers such as difficulty in obtaining bonding and financing;

(d) Providing timely informational programs on contracting procedures, bid preparation and specific contracting opportunities;

(e) Holding pre-bid conferences, where appropriate, to explain the projects and to encourage contractors to use small business enterprises as subcontractors;

(f) Adopting prompt payment procedures, including requiring by contract that prime contractors pay subcontractors within specified days of receipt of payment from the Commission and where necessary, issuing payments directly to subcontractors in lieu of payments to prime contractors;

(g) Reviewing bonding, insurance and retainage requirements so as to eliminate unnecessary barriers to and reduce the burdens of contracting with the Commission;

(h) Expediting payments and advancing payments to cover start-up and mobilization costs, where appropriate;

(i) Providing information concerning small business loan programs and other programs providing access to capital to small business enterprises;

(j) Collecting information from all prime contractors on Commission construction contracts detailing the bids received from all subcontractors for Commission construction contracts and the expenditures to subcontractors utilized by prime contractors on Commission construction contracts;

(k) At the discretion of the Executive Director, letting a representative sample of Commission construction contracts without goals to determine MBE and WBE utilization in the absence of goals;

(l) Providing a bid preference on construction contracts of 2 percent for firms bidding on prime contracts whose principal place of business is located in the City of Chicago;

(m) Limiting the self-performance of prime contractors, where appropriate;

(n) Creating a target market program for bidding on Commission prime construction contracts by small local business enterprises;

(o) To the extent practicable, awarding contracts requiring the expenditure of funds not exceeding $5,000 to small local business enterprises; and

(p) Referring complaints of discrimination against MBEs or WBEs to appropriate authorities, for investigation and resolution.

SECTION 6

CONTRACT PROVISION

SECTION 6.1 Each Commission Contract let through competitive bidding with an estimated value in excess of $5,000 for which contract specific goals have been established shall contain the following requirements:

(a) Include with the bid specifications for each competitively bid contract a list of certified MBEs and WBEs that are available to perform the work required by the specifications or otherwise make such a list available to potential contractors.

(b) A description of this Special Condition and the program including the requirement of an approved compliance plan; the requirements related to achieving the goals and counting MBE our WBE participation towards meeting the goals; if goals are not met, the requirement of documentation of the Contractor's good faith efforts to achieve the goals including the good faith efforts of MBEs and WBEs to achieve the goal for which they do not qualify; and a requirement that the Contractor commit to the expenditure of at least the dollar value of the contract specific goals with one or more MBEs and one or more WBEs or make good faith efforts to do so. This commitment may be met by the contractor's status as a MBE or WBE, a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE's or WBE's participation in such joint venture), subcontracting a portion of the work to one or more MBEs or WBEs, purchasing materials or services for the work from one or more MBEs or WBEs or by any combination of the foregoing;

(c) A requirement that prime contractors on Commission construction contracts notify MBEs and WBEs utilized on those contracts about opportunities on contracts without affirmative action contracting goals;

(d) A requirement that where the Contractor cannot achieve the contract specific goals it must document 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 or his designee shall consider, at a minimum, the Contractor's efforts to do the following:

(i) Soliciting through reasonable and available means the interest of MBEs or WBEs that have the capability to perform the work of the contract. The contractor must solicit this interest within sufficient time to allow the MBEs or WBEs to respond. The contractor must take appropriate steps to follow up initial solicitations with interested MBEs or WBEs.

(ii) 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.

(iii) 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.

(iv) 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 causes for rejecting or not soliciting bids to meet the goals.

(v) 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.

(vi) 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.

(vii) 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 Contractor might otherwise prefer to perform these work items with its own forces.

(viii) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Contractor.

(ix) 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

(x) 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.

(e) Provide a procedure whereby the Contractor may protest the determination that it did not make good faith efforts.

(f) Negotiate with any Contractor whose contract is in excess of $25,000 in value and is not awarded by competitive bidding a commitment, where practicable, to meet at least the aspirational goals as percentages of the dollar value of the contract.

(g) Include MBEs and WBEs on solicitation mailing lists and encourage that they be solicited for suitable contracts.

(h) Publicize the Program through appropriate means, in order to attract qualified MBEs and WBEs.

SECTION 6.2 To achieve the contract specific goals, the Executive Director shall undertake, in addition to the other measures provided herein, the following:

(a) Include uniform provisions permitting the termination of the contract by the Commission upon the disqualification of the Contractor as a MBE or WBE if the contractor's status as MBE or WBE was a factor in the award of the contract and such status was misrepresented by the Contractor;

(b) Include uniform provisions permitting termination of the contract by the Commission upon the disqualification of any MBE or WBE if the subcontractor's or supplier's status as a MBE or WBE was a factor in the award of the contract and the status of the subcontractor or supplier was misrepresented by the contractor. In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall discharge the disqualified subcontractor or supplier and make good faith efforts to engage a qualified MBE or WBE replacement;

(c) Include uniform provisions allowing the Executive Director access to the Contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the Contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the Contractor's records by the Commission for any purpose;

(d) Review each proposed contract modification request that, by itself or aggregated with previous modification requests, increases the contract value by ten percent of the initial contract value or $50,000.00, whichever is less, for opportunities to increase participation of MBEs or WBEs. Where the proposed contract modification involves work which can be performed by MBEs or WBEs already performing work on the contract such MBEs and WBEs shall participate in such work specified in the contract modification;

(e) Insert in each contract containing a commitment to MBE and/or WBE participation:

(i) A requirement of periodic reporting by the Contractor to the Executive Director on all expenditures made to achieve compliance with the foregoing provisions. Such reports shall include the name and business address of each subcontractor and supplier actually involved in the contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information as may assist the Executive Director in determining the Contractor's compliance with the foregoing provisions;

(ii) A requirement that the Contractor cannot make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE subcontractors without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be 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 Contractor 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.

(f) Substitutions of the subcontractor shall be permitted only on the following bases:

(I) Unavailability after receipt of reasonable notice to proceed;

(ii) Failure of performance;

(iii) Financial incapacity;

(iv) Refusal by the subcontractor to honor the bid or proposal price or scope;

(v) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

(vi) Failure of the subcontractor to meet insurance, licensing or bonding requirements;

(vii) The subcontractor's withdrawal of its bid or proposal; or

(viii) Decertification of the subcontractor as MBE or WBE.

Where the Contractor has established the basis for the substitution to the satisfaction of the Executive Director, it must make good faith efforts to substitute with a MBE or WBE subcontractor. If the MBE or WBE contract specific goal cannot be reached and good faith efforts have been made, the Contractor may substitute with a non-MBE or non-WBE. If a Contractor plans to hire a subcontractor on any scope of work that was not previously disclosed within the compliance plan the Contractor must obtain the approval of the Executive Director to modify the compliance plan and must make good faith efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.

SECTION 7

DETERMINING MBE/WBE UTILIZATION

SECTION 7.1 The methodology for determining MBE and WBE utilization shall 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 shall 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 Contractor employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same subcontractor shall be considered, for the purpose of this principle, as work effectively done under one subcontract only, which subcontractor may be counted toward only one of the goals, not toward both.

(c) In a firm owned and controlled by both minority males and minority females, if the minority females own and control 51% or more of the business, then the total dollar value of a contract with such firm may be counted toward either MBE participation or WBE participation, but not both. If the minority females, however, own and control less than 51% of the firm, then the firm's participation may be counted only toward MBE utilization.

(d) A Contractor may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:

(i) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and

(ii) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.

(e) A Contractor 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 shall evaluate the amount of work subcontracted, industry practices and other relevant factors.

(f) Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE contractor 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 shall be rebuttably presumed not to be performing a commercially-useful function.

(g) A Contractor 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).

(h) A Contractor may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially-useful function in the supply process.

SECTION 8

SUBMISSION OF BID PROPOSALS

SECTION 8.1 The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided in Section VII hereof:

(a) Evidence of Certification/Schedule A: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the certifying agency must be submitted. Where the Bidder's MBE/WBE compliance proposal includes any MBE or WBE firm that is not currently certified (as evidenced by a Letter of Certification), "Schedule A: Affidavit of MBE/WBE" executed by the proposed MBE or WBE must be submitted.

(b) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant on any tier, the Bidder 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. In order to demonstrate the MBE or WBE participant's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement should include specific details related to:

(i) The contributions of capital and equipment;

(ii) Work items to be performed by the MBE or WBE firm's own forces;

(iii) Work items to be performed under the supervision of the MBE or WBE participant; and

(iv) The commitment of management, supervisory and operational personnel employed by the MBE or WBE to be dedicated to the performance of the contract.

(c) Schedule C: Letter of Intent to Perform as a Subcontractor, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Subcontractor) must be submitted by the Bidder 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.

(d) Schedule D: Affidavit of Prime Contractor Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section VIII hereof), the Bidder must include the specific dollar amount 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. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.

SECTION 8.2 The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Bidder and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders are prohibited.

SECTION 9

EVALUATION OF BID PROPOSALS

SECTION 9.1 During the period between bid opening and contract award, the submitted documentation will be evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

SECTION 9.2 If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission shall promptly notify the Bidder of the apparent deficiency and instruct the Bidder to submit (within three (3) business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Bidder's proposal as nonresponsive.

SECTION 9.3 Bidders 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 subcontractors or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 6.2(f) should be followed.

SECTION 10

REQUEST FOR WAIVER

SECTION 10.1 If a Bidder 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 bid or proposal must include a written request for waiver. A request for waiver shall set forth the Bidder's

inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.

SECTION 10.2 Examples of such good faith efforts may include, but are not limited to, the following:

(a) Attendance at the Pre-bid conference;

(b) 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:

(c) Advertisement in trade association newsletters and minority and women-oriented and general circulation media for specific sub-bids;

(d) Timely notification of specific sub-bids to minority and women contractor assistance agencies and associations;

(e) 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.

(f) 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 such participation.

(g) 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.

(h) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.

(i) General efforts made to assist MBE and WBE firms to overcome participation barriers.

SECTION 10.3 The Executive Director, after review and evaluation of the documents provided by the Bidder, may grant a waiver request upon the determination that:

(a) 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;

(b) The Bidder is the sole source for work to be performed under the contract; or

(c) 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.

SECTION 11

REPORTING AND RECORD-KEEPING REQUIREMENTS

SECTION 11.1 The Contractor, within five (5) working days of contract award, shall execute a formal subcontract or purchase order in compliance with the terms of the Contractor's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Contractor shall submit partial and final waivers of lien from MBE and WBE subcontractors and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Contractor shall 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 payment voucher ("Summary of Estimate"), which reflects the current status of cumulative and projected payments to MBE and WBE firms.

SECTION 11.2 The Contractor shall 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, and retain such records for a period of at least three (3) years after final acceptance of the work. Full access to such records shall be granted to the Commission and/or its designees, on five (5) business days' notice in order for the Commission to determine the Contractor's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

SECTION 12

NON-COMPLIANCE AND LIQUIDATED DAMAGES

SECTION 12.1 The Executive Director has the authority to apply suitable sanctions to the Contractor if the Contractor 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 and WBE firms as stated in the Contractor'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, disqualification from entering into future contracting arrangements with the Commission, and criminal liability. In some cases, monthly progress payments may be withheld until corrective action is taken.

SECTION 12.2 When the contract is completed, in the event that the Executive Direct has determined that the Contractor 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 thereby 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. Therefore, in case of such non-compliance, the Commission will deduct as liquidated damages one (1%) percent (or fraction thereof) deficiency toward the MBE goal or WBE goal.

SECTION 13

REVIEW AND SUNSET

SECTION 13.1 These Special Conditions shall be reviewed no later than 5 years from their adoption and shall expire on October 31, 2009 unless the Commission find that its remedial purposes have not been fully achieved and there is a compelling interest in continuing narrowly tailored remedies to redress discrimination against MBEs or WBEs so that the Commission will not function as a passive participant in a discriminatory marketplace.

SECTION 14

SEVERABILITY

SECTION 14.1 In the event that any section, subsection, paragraph, clause, provision or application of these Special Conditions shall be held invalid by any count, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

EXHIBIT 7 - DISCLOSURE OF RETAINED PARTIES

FOLLOWS THIS PAGE

DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. As used in this Agreement, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").

2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, consultants, subcontractors, and other persons whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor 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 Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.

3. "Lobbyists" means any person (a) who 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.

B. Certifications

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: _____

Description or goods or services to be provided under Contract: # #276

2. Full Legal Name of Contractor: Parsons Commercial Technology Group Inc.

3. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
Please see	attached		

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

4. The Contractor certifies that it understands and agrees as follows:

1. The information provided in this Disclosure of Retained Parties is a material inducement to the Commission to execute the contract or other action with respect to which this Disclosure of Retained Parties form is being certified, and the Commission may rely on the information provided in it. Furthermore, if the Commission determines that any information provided in it is false, incomplete, or inaccurate, the Commission may at its sole option terminate the contract or other transaction, and may terminate the Contractor's participation in the contract or other transactions with the Commission.

2. If the Contractor is uncertain whether a disclosure is required under this Disclosure of Retained Parties, Contractor must either ask the Commission's Representative or his or her manager at the Commission whether disclosure is required, or make the disclosure.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
Millhouse Engineering & Construction	47 W. Polk St., Suite 244, Chicago, IL 60605	Subcontractor	TBD (anticipated to be retained)
Cotter Consulting	150 South Wacker Drive, Suite 420, Chicago, IL 60606	Subcontractor	TBD (anticipated to be retained)
Rodriguez and Associates	150 N. Michigan Avenue, Suite 1120, Chicago, IL 60601	Subcontractor	TBD (anticipated to be retained)
D&T Communications	900 North Franklin Street, Ste 505, Chicago, IL 60610	Subcontractor	TBD (anticipated to be retained)
Construction Cost Systems	1815 South Meyers Road, Suite 200, Oakbrook Terrace, IL 60181-5261	Subcontractor	TBD (anticipated to be retained)
Gaddam and Associates, Engineers	5020 Pine Creek Drive Westerville, OH 43081-4848	Subcontractor	TBD (anticipated to be retained)

3. **This Disclosure of Retained Parties form, some or all of the information provided in it, 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 Contractor 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 Contractor and that the information disclosed herein is true and complete.

Signature: Paul D. Baker

Paul D. Baker
Name (Type or Print)

Date: Feb 21, 2007

Vice President
Title

County of Cook
State of Illinois

Subscribed and sworn to before me this 21 day of February 2007

Marianne Klytta
Notary Public

My commission expires:

Notary Seal:

OFFICIAL SEAL
MARIANNE KLYTTA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/06/09

EXHIBIT 8 - SCHEDULE C - LETTER OF INTENT TO PERFORM FROM MBE/WBE

FOLLOWS THIS PAGE

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

Name of Project: **Program Management Office Services**

Project Number: **PS976**

FROM:

Milhouse Engineering & Construction MBE **X** WBE _____
(Name of MBE or WBE)

TO:

Parsons Commercial Technology Group, Inc and Public Building Commission of Chicago
(Name of General Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated August 9, 2006. 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.
Staff support for design reviews, construction management support and other responsibilities as agreed upon. Exact staffing levels will be determined as workload is better defined.

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.
Services will be provided at hourly rates approved by the PBC for staff providing services mentioned above.

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

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 will enter into a formal agreement for the above work with the General 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.

By:

Milhouse Engineering & Construction
Name of MBE/WBE Firm (Print)

11/30/06
Date

(312) 987-0061
Phone

Signature

Wilbur C. Milhouse III
Name (Print)

IF APPLICABLE:
By:

_____
Joint Venture Partner (Print)

_____
Date

_____
Phone

_____
Signature

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

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

August 9, 2006

Wilbur C. Milhouse, III, President
Milhouse Engineering and Construction, Inc.
47 West Polk Street, Suite M-10
Chicago, Illinois 60605

Dear Mr. Milhouse:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **MBE** certification **until April 1, 2007**.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **MBE** in the following specialty area(s):

Construction Management; Civil Electrical & Mechanical Engineering Consulting

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Lofi Ann Tyrpson
Deputy Procurement Officer

rg

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

Name of Project: **Program Management Office Services**

Project Number: **PS976**

FROM:

Rodriguez and Associates, Inc. MBE ___X___ WBE _____
(Name of MBE or WBE)

TO:

Parsons Commercial Technology Group, Inc and Public Building Commission of Chicago
(Name of General Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated December 1, 2007. 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.
Staff support for design management, construction management and other responsibilities as agreed upon. Exact staffing levels will be determined as workload is better defined.

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.
Services will be provided at hourly rates approved by the PBC for staff providing services mentioned above.

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

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 will enter into a formal agreement for the above work with the General 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.

By:

Rodriguez and Associates, Inc.
Name of MBE/WBE Firm (Print)

November 29, 2006.
Date

(312) 726-7505
Phone

Signature

Osvaldo Rodriguez
Name (Print)

IF APPLICABLE:
By:

_____
Joint Venture Partner (Print)

_____
Date

_____
Phone

_____
Signature

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

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

October 30, 2006

Osvaldo Rodriguez, President
Rodriguez & Associates, Inc.
150 N. Michigan Avenue – Suite 1120
Chicago, Illinois 60601

Dear Mr. Rodriguez:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **MBE** certification **until December 1, 2007.**

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **DBE/MBE** in the following specialty area(s):

Construction Management

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

mck

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BUILDING CHICAGO TOGETHER

CHICAGO WORKS

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

Name of Project: **Program Management Office Services**

Project Number: **PS976**

FROM:

d + t communications MBE **X** WBE _____
(Name of MBE or WBE)

TO:

Parsons Commercial Technology Group, Inc and Public Building Commission of Chicago
(Name of General Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated _____. 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. (pending will provide pending notification)

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.
Staff support for community and media relations and other responsibilities as agreed upon. Exact staffing levels will be determined as workload is better defined.

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.
Services will be provided at hourly rates approved by the PBC for staff providing services mentioned above.

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

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

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

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

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

The undersigned will enter into a formal agreement for the above work with the General 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.

By:

Desiree Tate
Signature

d + t communications
Name of MBE/WBE Firm (Print)

Desiree Tate
Name (Print)

D + T Communications

Date
12/05/06

Phone 312/337-5135

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Signature

Date

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

Phone

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

Name of Project: **Program Management Office Services**

Project Number: **PS976**

FROM:

Cotter Consulting MBE _____ WBE __X____
(Name of MBE or WBE)

TO:

Parsons Commercial Technology Group, Inc and Public Building Commission of Chicago
(Name of General Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated September 5, 2006. 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.
Staff support for design management, construction management and other responsibilities as agreed upon. Exact staffing levels will be determined as workload is better defined.

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.
Services will be provided at hourly rates approved by the PBC for staff providing services mentioned above.

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

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

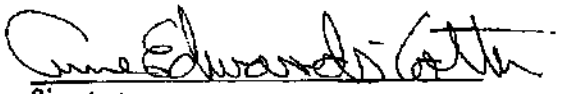
_0____ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

_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 will enter into a formal agreement for the above work with the General 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.

By:



Signature

Cotter Consulting
Name of MBE/WBE Firm (Print)
__Cotter Consulting Inc._____
Date: 11/29/2006

_Anne Edwards-Cotter

Phone: 312-327-1311

IF APPLICABLE:
By:

_____
Joint Venture Partner (Print)

_____
Signature

_____
Date

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

_____
Phone

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

September 5, 2006

Anne Edwards-Cotter, President
Cotter Consulting, Inc.
100 South Wacker Drive, Suite 920
Chicago, Illinois 60606

Dear Ms. Edwards-Cotter:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your WBE certification **until** **September 1, 2007.**

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **WBE** in the following specialty area(s):

Project Management; Construction Management

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

Rg
Revised 10/13/06

NEIGHBORHOODS Alive!
BUILDING CHICAGO TOGETHER

CHICAGO WORKS TOGETHER

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

Name of Project: **Program Management Office Services**

Project Number: **PS976**

FROM:

Construction Cost Systems, Inc. MBE **X** WBE _____
(Name of MBE or WBE)

TO:

Parsons Commercial Technology Group, Inc and Public Building Commission of Chicago
(Name of General Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 9/15/06 ____. 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.
Staff support for cost estimating, scheduling and other responsibilities as agreed upon. Exact staffing levels will be determined as workload is better defined.

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.
Services will be provided at hourly rates approved by the PBC for staff providing services mentioned above.

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

PARTIAL PAY ITEMS

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

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

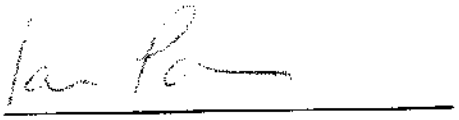
SUB-SUBCONTRACTING LEVELS

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

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

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

The undersigned will enter into a formal agreement for the above work with the General 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.
By:



Construction Cost Systems, Inc.
Name of MBE/WBE Firm (Print)
11/29/06
Date
630-678-0808
Phone

Signature
Ian Parr
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date

Phone

Signature

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

EXHIBIT 9 - SCHEDULE D - AFFIDAVIT REGARDING MBE/WBE PARTICIPATION

FOLLOWS THIS PAGE

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation
(1 of 2)

Name of Project: PBC

Contract Number: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

Vice President

Title
and duly authorized representative of

Parsons Commercial Technology Group, Inc

Name of General Contractor
whose address is

10 S. Riverside Plaza, Suite 400

in the City of Chicago, State of IL
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 A, 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
Please see attached		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
	Total Net MBE/WBE Credit	$	$
	Percent of Base Bid	%	%

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

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (2 of 2)

SUB-SUBCONTRACTING LEVELS

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

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

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% 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 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.

By:

_____ _____

Name of Contractor (Print) Signature

_____ _____

Date Name (Print)

_____

Phone

IF APPLICABLE:

By:

_____ _____

Joint Venture Partner (Print) Signature

_____ _____

Date Name (Print)

_____ MBE ___ WBE ___ Non-MBE/WBE ___

Phone/FAX

Affidavit of General Contractor Regarding MBE/WBE Participation

Project: PBC

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Millhouse Engineering & Construction	Staff support for design reviews, construction management support and other responsibilities as agreed upon. Exact staffing levels will be determined as workload is better defined.		
Rodriguez and Associates, Inc.	Staff support for design management, construction management and other responsibility as agreed upon, Exact staffing levels will be determined as workload is better defined.		
D + T Communications	Staff support for community and media relations and other responsibility as agreed upon. Exact staffing levels will be determined as workload is better defined.		
Cotter Consulting	Staff support for design management, construction management and other responsibility as agreed upon. Exact staffing levels will be determined as workload is better defined.		
Construction Cost Systems, Inc.	Staff support for cost estimating, scheduling and other responsibilities as agreed upon. Exact staffing levels will be determined as workload is better defined.		

PARSONS COMMERCIAL TECHNOLOGY GROUP INC.

Certificate of Secretary

The undersigned, Susan Cole, being the Secretary of Parsons Commercial Technology Group Inc., a Delaware corporation, (the "Company"), does hereby certify that in accordance with the Company's Bylaws, as Vice President of the Company, Paul Baker has been granted the appropriate authority to bind the Company and to execute and deliver in its name, and on its behalf, bids, contracts, agreements and other documents related to the Professional Services Agreement for Program Management Office Services, Contract Number PS976, dated November 14, 2006, between the Public Buildings Commission of Chicago and the Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and caused the seal of the Company to be affixed hereto as of March 1, 2007.

Susan Cole
Secretary

(S E A L)

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
3/1/2007

PRODUCER
Aon Risk Services, Inc. of Southern California
707 Wilshire Blvd., Suite 6000
Los Angeles, CA 90017
(213) 630-3200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Parsons Commercial Technology Group, Inc.
100 West Walnut Street
Pasadena, CA 91124

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B: National Union Fire Ins Co of PA	61908
INSURER C: American Home Assurance Co.	19380
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY	LIMITS	
A	☐	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCURRENCE GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PROJECT ☐ LOC	142 8902	2/27/2007	2/27/2008	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS – COMP/OP AGG	$ 2,000,000
B	☐	AUTOMOBILE LIABILITY ☑ ANY AUTO ☑ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON OWNED AUTOS	CA8262562 All States Except MA	1/1/2007	1/1/2008	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
	☐	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY – EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A	☐	EXCESS /UMBRELLA LIABILITY ☑ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION	459 6354	2/27/2007	2/27/2008	EACH OCCURRENCE	$ 9,000,000
						AGGREGATE	$ 9,000,000
							$
							$
							$
C		WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If Yes, describe under SPECIAL PROVISIONS below	WC7180725 All States Except CA, FL, OR, WI	1/1/2007	1/1/2008	☑ WC STATU-TORY LIMITS ☐ OTHER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE – EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE – POLICY LIMIT	$ 1,000,000
A B		OTHER Excess Liability Professional Liability	5740448 GL1794615Y (Except FL & OR)	1/1/2007 1/1/2007	1/1/2008 1/1/2008	$10,000,000/ Occ & $10,000,000/ Agg $1,500,000/ Claim & $3,000,000/ Agg	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Chicago PBC- Parcomm 171730

Re: Job No. 442980; Contract No. EDUC 2006-02; Public Buildings Commission of Chicago Project Management Office. Please see attached additional insured and primary clauses.

PS-976

CERTIFICATE HOLDER

Public Buildings Commission of Chicago
Attn: Risk Manager
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Aon Risk Services, Inc. of Southern California*
Insurance Services

©ACORD CORPORATION 1988

P3-976

ACORD 25s Attachment Form

PRODUCER	INSURED
Aon Risk Services, Inc. of Sourthern California 707 Wilshire Blvd., Suite 6000 Los Angeles, CA 90017 (213) 630-3200	Parsons Commercial Technology Group, Inc. 100 West Walnut Street Pasadena, CA 91124

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

'Except as respects Workers' Compensation and Professional Liability Coverage and solely as respects work performed by the named insured, the Public Buildings Commission of Chicago and User Agencies are included as additional insured(s) but only to the extent of the named insured's negligence.'

'Where required by contract and where applicable, the insurance evidenced herein is primary and non-contributing to valid and collectible coverage maintained by the Public Buildings Commission of Chicago and User Agencies.

CERTIFICATE HOLDER	Authorized Representative
Public Buildings Commission of Chicago **Attn: Risk Manager** **Richard J. Daley Center, Room 200** **50 W. Washington Street** **Chicago, IL 60602** 171730	**Aon Risk Services, Inc.** 3/1/2007 *Aon Risk Services, Inc. of Southern California* *Insurance Services*

March 6, 2007

Mr. Paul D. Baker
Vice President
Parsons Commercial Technology Group
10 South Riverside, Suite 400
Chicago, Illinois 60606

Subject: Designation of Authorized Commission Representative

Re: Professional Services Agreement for
Program Management Office Services
Contract Number PS976

Dear Mr. Baker:

This is to confirm to you that, in accordance with 2.1 (a) of Article 2 of the above referenced contract, Paul Spieles, Director of Development, has been designated to act as the Authorized Commission Representative for this contract. Mr. Spieles will act on behalf of the Public Building Commission of Chicago for the purposes of assisting the Commission in managing the services to be provided by Parsons Commercial Technology Group.

Sincerely,

Montel Gayles
Executive Director

cc: John Plezbert
Paul Spieles
Kevin Holt
Edgrick Johnson
Contract File