

PUBLIC BUILDING COMMISSION OF CHICAGO



**PROFESSIONAL SERVICES AGREEMENT
FOR**

PROPERTY MANAGEMENT SERVICES

CONTRACT NUMBER PS914

BETWEEN

THE PUBLIC BUILDING COMMISSION OF CHICAGO

AND

MB REAL ESTATE SERVICES, LLC

**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
PROPERTY MANAGEMENT SERVICES
CONTRACT NUMBER PS914

THIS AGREEMENT for Property Management Services (the "Agreement") at the Richard J. Daley Center dated as of October 3, 2006 but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "Commission"), and **MB Real Estate Services, LLC**, an Illinois corporation with offices at 181 West Madison, Suite 3900, Chicago, IL 60602, (the "PROPERTY MANAGER").

BACKGROUND INFORMATION

THE COMMISSION is the owner of the Richard J. Daley Center (including underground tunnels and concourse areas), commonly known as 50 West Washington Street, Chicago, Illinois 60602, located as described in EXHIBIT 5, Property Index Number and Sidwell and referred to in this Agreement as the "Property".

THE COMMISSION requires certain property management services, described in this Agreement and Exhibit 1 - Scope of Services (the "Services"), and desires to retain the Property Manager on the terms and conditions set forth in this Agreement to perform such Services.

THE PROPERTY MANAGER desires to be so retained by the Commission and represents to the Commission that the Property Manager has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by this Agreement.

THE PROPERTY MANAGER agrees to (i) manage, maintain and operate the Property in a manner consistent with the best standards of operation for governmental/office/retail properties of similar quality in the Chicago Metropolitan area, and (ii) comply at all times with the provisions of the Agreement and the Commission's reasonable written requests and policy guidelines with respect to all matters relating to the management, operation and maintenance of the Property.

THE PROPERTY MANAGER consulted with the Commission, reviewed this Agreement and took such other actions as the Property Manager deemed necessary or advisable to familiarize itself with the scope and requirements of the Services and presented itself to the Commission as being fully knowledgeable and capable of rendering the Services.

THE COMMISSION relies upon the Property Manager's representations in selecting the Property Manager to provide the necessary services.

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

SIGNED on: 01/26/2007

PUBLIC BUILDING COMMISSION OF CHICAGO

Richard M Daley
Chairman

ATTEST:

Edmund Johnson
Secretary

PROPERTY MANAGER: MB REAL ESTATE SERVICES, LLC

BY: _____
Secretary/Assistant Secretary

BY: John T. Murphy
President/Vice President

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: COOK

State of: ILLINOIS

Subscribed and sworn to before me by John T. Murphy and _____

on behalf of the Property Manager this 1st day of January, 2007.

Nicole Ellis
Notary Public

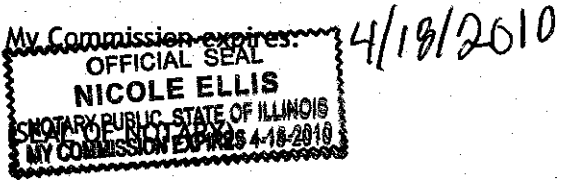


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TERMS AND CONDITIONS

ARTICLE 1. INCORPORATION OF RECITALS AND EXHIBITS

1.1 Recitals

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

1.2 Incorporation of Exhibits

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

- (i) EXHIBIT 1 Scope of Services
- (ii) EXHIBIT 2 Compensation of the Property Manager
- (iii) EXHIBIT 3 Key Personnel
- (iv) EXHIBIT 4 Insurance Requirements and Evidence of Insurance
- (v) EXHIBIT 5 Property Index Number and Sidwell
- (vi) EXHIBIT 6 Disclosure Affidavit
- (vii) EXHIBIT 7 Disclosure of Retained Parties
- (viii) EXHIBIT 8 Schedule C - Letter of Intent to Perform from MBE/WBE
- (ix) EXHIBIT 9 MBE/WBE Special Conditions

(b) By executing this Agreement, the Property Manager acknowledges that it is familiar with the contents of each of such documents and will comply fully with them when 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 Property Manager is obligated to perform those Additional Services and before the Commission becomes obligated to pay for those Additional Services.

(b) **Agreement.** This Agreement for Property Management 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.** The Executive Director of the Commission or one or more persons or firms designated in writing by the Executive Director for the purposes of assisting the Commission. As specifically directed by the Executive Director, the Authorized Commission Representative will act on behalf of the Commission.

(d) **Budget.** The annual Budget for the Property, comprised of the capital and operating budgets, prepared by the Property Manager and subject to approval of the Commission.

(e) **Commission.** The Public Building Commission of Chicago, a municipal corporation, acting by and through its Executive Director.

(f) **Executive Director.** The authorized representative for the Commission.

(g) **Environmental Audit.** An audit of the Property performed by an environmental engineer or consultant, expert in the field, which will include air quality monitoring and testing.

(h) **File Inventory.** The list of all files, drawings, specifications, reports, records, warranties, surveys, environmental manifests and all other documents which are located at the Property in the office of the Building relating to the operation, maintenance or management of the Property or construction work or environmental matters affecting the Property.

(i) **General Manager.** A Key Person assigned to the Services for the Property by the Property Manager and approved by the Executive Director.

(j) **Key Personnel.** Those job titles and individuals identified in EXHIBIT 3 - Key Personnel and referred to in Section 3.4 - Personnel of this Agreement, including the General Manager, Assistant General Manager and Chief Engineer.

(k) **Management Manual.** A detailed manual for management of the Property that includes the methods of operation, maintenance, capital improvement, cost control, schedule control and reporting and the current organizational chart, lines of communication, and responsibilities of Key Personnel in a format that is acceptable to the Executive Director.

(l) **Monthly Meeting.** Monthly meetings to discuss the Services provided by the Property Manager and the management, operation and maintenance of the Property, any Additional Services and to review the performance of the Property Manager.

(m) **Monthly Report.** The written report prepared by the Property Manager and presented to the Executive Director at the Monthly Meeting that provides details on the management, maintenance and operation of the Property for the preceding month, including those Deliverables described as presented in the Monthly Report and described in EXHIBIT 1 - Scope of Services.

(n) **Personal Property Inventory.** A list of personal property, including office equipment, motor vehicles, construction materials, furnishings, supplies owned or leased by the Commission or the Property Manager and used in connection with the Services or the Property. This inventory will not include office supplies and other similar items.

(o) **Property.** The building located at 50 West Washington Street, Chicago, Illinois 60602, including underground tunnels and concourse areas, occupied areas, common areas, garage, plaza, public art and landscaping, commonly known as the Richard J. Daley Center or the Daley Center and located as described in EXHIBIT 5, Property Index Number and Sidwell, attached to this Agreement.

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

(q) **Project.** A specific capital improvement for the Property.

(r) **Property Manager.** The company or other entity identified in the recitals for this Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement to provide the Services.

(s) **Reimbursable Expenses.** The expenditures as identified in EXHIBIT 2 - Compensation of the Property Manager in this Agreement.

(t) **Services.** Collectively, the services, duties and responsibilities described in Article 3 and EXHIBIT 1 - Scope of Services 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.

(u) **Service Contracts.** Contracts for services, improvements, maintenance, window cleaning, vermin extermination, non-routine repairs, water, electricity, gas, oil, telephone, other utilities, and such other services for the Property as may be necessary or advisable.

(v) **Subcontractor.** The person or entity with whom the Property Manager 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 Property Manager.

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" and "approved by the Executive Director" or to "approval by the Commission" and "approval by the Executive Director" are not intended to and must not be interpreted to absolve the Property Manager from liability due to errors and omissions.

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF THE PROPERTY MANAGER

3.1 Scope of Services

(a) This professional services agreement between the Commission and the Property Manager is for performance of the Services necessary for the operation, maintenance and management of the Property. This description of Services is intended to be general in nature and is neither a complete description of the Services nor a limitation on the Services that the Property Manager is to provide under this Agreement.

(b) The Property Manager must provide the Services in accordance with the standards of performance set forth in Section 3.3. The Services that the Property Manager must provide include those described in EXHIBIT 1 - Scope of Services which is attached to this Agreement and incorporated by reference as if fully set forth here.

(c) The General Manager, Key Personnel and personnel engaged in performing or knowledgeable of the Services will attend the Monthly Meetings unless excused by the Executive Director. The Property Manager will present Deliverables including those listed in EXHIBIT 1 - Scope of Services, take the minutes and distribute the minutes within 5 days of the meeting.

(d) The Property Manager must notify the Executive Director as promptly as practicable in the event the Property Manager obtains knowledge of an issue or circumstances which could result in a delay in the performance of Services, damage to the Property or disruption of Services to Property occupants.

3.2 Deliverables

(a) In carrying out its Services, the Property Manager must prepare or provide to the Executive Director various Deliverables as described in EXHIBIT 1 - Scope of Services.

(b) The Executive Director may reject Deliverables that fail to comply with the requirements of this Agreement. If the Executive Director determines that the Property Manager has failed to comply with the standards set forth in Section 3.3, he will notify the Property Manager. If the Property Manager 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 Property Manager of its obligations under this Agreement.

3.3 Standard of Performance

(a) The Property Manager 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 Property Manager 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 Property Manager agrees to be held to the standard of care of a fiduciary.

(b) The Property Manager must assure the Commission 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 Property Manager must provide copies of any such licenses. The Property Manager remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by the Property Manager 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 Property Manager fails to comply with the foregoing standards, the Property Manager 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 Property Manager 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 Property Manager either under this Agreement, at law or in equity.

(d) 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 Property Manager will adhere to The Chicago Standard as it applies to existing buildings in performing the Services.

(e) Landmarks Ordinance

On November 6, 2002, the Richard J. Daley Center was designated a Chicago Landmark. The Property Manager will comply with the applicable ordinances, rules and regulations for a designated Chicago Landmark in the operation, maintenance and improvement of the Property.

(f) Life Safety Evaluation

In 2005, a Life Safety Evaluation was performed on the Property pursuant to the Chicago Building Code and Section 13-196-206 of the Municipal Code of the City of Chicago. The Property Manager will implement the requirements, programs and policies determined by the Commission based on the results of that evaluation.

(g) Energy Conservation Ordinance

Whenever the Services require addition or alteration of existing buildings and structures or portion thereof, the Property Manager must comply with the provisions of the Energy Conservation Ordinance, Chapter 18-13 of the Municipal Code of Chicago. The Property Manager must select and/or recommend for installation by contractor energy-efficient mechanical, water-heating, electrical distribution and illumination systems and equipment for the effective use of energy.

3.4 Personnel

(a) General.

The Property Manager must investigate, evaluate, employ or engage, compensate, supervise and discharge, such employees and personnel as may be required in the discretion of the Property Manager for the proper management, operation and maintenance of the Property, performance of the Services and the protection of the Commission's interests in the Property. All such employees will be employees of the Property Manager or of a third party contractor engaged by the Property Manager and not of the Commission.

(b) Adequate Staffing.

The Property Manager 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 and trustworthy personnel that is fully equipped, licensed as appropriate,

available as needed, qualified and assigned exclusively to perform the Services. The Property Manager staffing levels and resources for the Property are expected to fluctuate based on the Commission's annual needs. The Property Manager must include among its staff the Key Personnel and positions as identified in Section 3.5(c) below. The level of staffing may be revised from time to time by notice in writing from the Property Manager to the Executive Director and with written consent of the Executive Director, which consent the Executive Director will not unreasonably withhold.

(c) Key Personnel

The Property Manager 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 3.4. The Executive Director may at any time in writing notify the Property Manager 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 Property Manager 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.

(d) Salaries and Wages

The Property Manager 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. If in the performance of this Agreement the Property Manager underpays any such salaries or wages, the Executive Director may withhold, out of payments due to the Property Manager, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Executive Director for and on account of the Property Manager to the respective employees to whom they are due, as determined by the Executive Director in his sole discretion. The parties acknowledge that this Section 3.5(d) is solely for the benefit of the Commission and that it does not grant any third party beneficiary rights. Property Manager will be notified prior to payment of wages to provide evidence of proper payment of wages.]

3.5 Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, the Property Manager must use every reasonable effort to 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 9, 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 7 - Disclosure of Retained Parties and EXHIBIT 8 - Letter of Intent to Perform from MBE/WBE, executed by each such firm, and are a part of this Agreement, upon acceptance by the Executive Director. The Property Manager must utilize minority and women's business

enterprises at the greater of the amounts or the percentages listed in those Exhibits as applied to all payments received from the Commission.

3.6 Insurance

The Property Manager must purchase and maintain at all times during the term of this Agreement and any time period following expiration if the Property Manager is required to return and perform any of the Services or Additional Services under this Agreement, for the benefit of the Commission the insurance coverage set forth in EXHIBIT 4 - Insurance Requirements and Evidence of Insurance of this Agreement.

3.7 Indemnification

(a) The Property Manager must defend, indemnify, keep and save harmless the Commissioners, officers, officials and employees of the Commission from and against any and all Losses, including those related to:

- (i) Injury or death to any person, or damage to any property;
- (ii) any infringement or violation of any property right (including any patent, trademark or copyright);
- (iii) the Property Manager's failure to perform or cause to be performed the Property Manager's covenants and obligations as and when required under this Agreement, including Environmental Covenants and the Property Manager'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 Property Manager 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, investigation and expert fees and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the Property Manager's performance or non-performance of its Services breach of this Agreement or to the Property Manager's negligent or otherwise wrongful (including negligent or tortious) acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees or invitees.

(c) At the Commission's option, the Property Manager 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 Property Manager 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 Property Manager 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 Property Manager 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 **Property Manager's** performance of Services beyond the term. The **Property Manager** acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the **Commission** are not limited by the **Property Manager's** duties under this Agreement, including the insurance requirements in EXHIBIT 4 - Insurance Requirements and Evidence of Insurance of this Agreement.

3.8 Environmental Covenants

(a) The **Property Manager** will:

- (i) use every reasonable effort to cause the Property to be kept in material compliance with all environmental requirements;
- (ii) not store or use, and will use every reasonable effort to prevent any other party from storing or using, any Hazardous Materials (as defined herein) at the Property other than those required for and in the amounts appropriate for standard commercial maintenance operations for similar property;
- (iii) thoroughly and systematically inspect the Property from time to time to determine if to the best of its knowledge, any Hazardous Materials exist on the Property and whether the Property complies with the environmental requirements and promptly thereafter notify the **Commission** of any situation known to the **Property Manager** which exists at the Property which would indicate the presence of Hazardous Materials or the noncompliance of the Property with the environmental requirements;
- (iv) coordinate with any environmental firms or other contractors hired by the **Property Manager**, with the prior written approval of the **Commission**, to deal with any situation involving Hazardous Materials or a potential violation of environmental requirements at the Property; and
- (v) use every reasonable effort to comply with any procedures for the Property which the **Commission** may reasonably request.

(b) The **Property Manager** will be deemed to have used every reasonable effort to cause the Property to be kept in material compliance with all environmental requirements if, not less often than once each year during the term of the Agreement, the **Property Manager** engages a reputable environmental engineer or consultant approved by the **Commission** to perform an environmental assessment of the Property and promptly advises the **Commission** of any recommendations of such environmental engineer or consultant with respect to the maintenance, repair or remediation of the Property.

(c) The **Property Manager** will be deemed to have used every reasonable effort to prevent any other party from storing or using any Hazardous Material at the Property other than those required for and in amounts appropriate for standard commercial maintenance operations, if, at the time the **Property Manager** learns of such storage or use of Hazardous Materials, the **Property Manager** promptly notifies and advises the **Commission** of the **Property Manager's** recommendations with respect thereto.

3.9 Environmental Indemnification.

(a) The **Property Manager** will indemnify, defend, protect and hold the **Commission** harmless against any and all Losses that the **Commission** may sustain as a result of or in connection with the failure by the **Property Manager** to perform any of its obligations pursuant to any of the Environmental Covenants contained in **Section 3.8**.

(b) The **Property Manager** will not be liable for, and the **Commission** will indemnify the **Property Manager** for Losses that arise from violations of Environmental Covenants, which:

- (i) arose prior to the date of the Agreement;
- (ii) are not discovered by the **Property Manager** after diligent inspection of the Property pursuant to the Agreement or in the course of the proper performance of its obligations under the Agreement; provided, however, that if the **Commission** or an environmental engineer discloses to the **Property Manager** the existence of any Hazardous Material or a violation of any environmental requirements, the **Property Manager** will be responsible for the Losses that arise from its failure to properly perform its obligations under the Agreement with respect thereto;
- (iii) are known to the **Commission** but not to the **Property Manager**;
- (iv) are disclosed in the Environmental Audit (as defined below);
- (v) caused by the **Commission's** failure to comply with any specific recommendation made by the **Property Manager** or any environmental engineer regarding compliance with any of the environmental requirements;
- (vi) caused by the **Property Manager's** inability to comply with the environmental requirements because of the unavailability of funds from the **Commission**, provided that the **Property Manager** has specifically notified the **Commission** in writing of such need for funds and the **Commission** has failed to provide such funds within a reasonable time after such notice;
- (vii) caused by any action taken by the **Property Manager** in accordance with the express recommendation or at the direction of the **Commission**;
- (viii) result from the failure of the **Property Manager** to act if such failure to act is in accordance with the express recommendation or at the direction of the **Commission**;
- (ix) may result from any action taken by the **Property Manager** in accordance with the recommendation of any environmental engineer retained by the **Commission** or by the **Property Manager** with the **Commission's** approval pursuant to the Agreement.

(c) **Definitions.**

- (i) The term "Environmental Requirements" as used in **Section 3** will mean all applicable federal, state and local environmental, health or safety laws, ordinances, rules and regulations and rules of common law, including but not limited to: (a) all laws and regulations governing the

generation, use, collection, treatment, storage, transportation, recovery, removal, discharge or disposal of Hazardous Materials; (b) all laws and regulations governing the generation, treatment, storage, discharge or disposal of wastewater as provided under the Clean Water Act, as amended 22 U.S.C. § 1251, et seq., and any amendments there to and regulations thereunder; (c) all laws and regulations governing the generation treatment, emission or discharge of atmospheric pollutants as provided under the Clean Air Act as amended. 42 U.S.C. § 7401, et seq., and any amendments thereto and regulations thereunder; (d) all laws and regulations relating to Asbestos; and (e) all laws and regulations governing the collection, treatment, handling, disposal, discharge, storage, transportation or removal of polychlorinated biphenyls ("PCB's"), chlorofluorocarbons, and any "new" chemicals as provided for under the Federal Toxic Substance and Control Act, 15 U.S.C. §§ 2501-2529, and any amendments thereto and regulations thereunder.

- (ii) "Hazardous Materials" means any toxic or hazardous wastes, pollutants or substances, including, without limitation, Asbestos, PCBs, petroleum products and by-products, substances defined or listed as hazardous substances or toxic substances or similarly identified in or pursuant to the Comprehensive Environmental Response, compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 1802, et seq., hazardous wastes identified in or pursuant to The Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. § 2601 et seq., any toxic pollutant under the Clean Water Act, 33 U.S.C. §1251 et seq., as amended, any hazardous air pollutant under the Clean Air Act, 42 U.S.C. § 7401 et seq., and any hazardous or toxic substance or pollutant defined and regulated under any other applicable federal, state or local Environmental Requirements.
- (iii) The term "Asbestos" as used herein means actinolite, amosite, anthophyllite, chrysotile, crocidolite and tremolite, and also any waste which contains commercial asbestos including asbestos mill tailings, control device asbestos waste, friable asbestos waste material, and bags or containers that previously contained commercial asbestos, as set out in the Code of Federal Regulations, 40 C.F. R. § 61.141 (1988) and any amendment thereto or other Environmental Requirements, as defined herein.

3.10 Indemnity by Third Parties

The Commission may require, by appropriate provision in contracts let by the Commission after the date of this Agreement with respect to the Property that the contractor(s) and consultant(s) under such contracts must indemnify, save and hold harmless the Commission and the Property Manager, 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.

3.11 Ownership of Documents

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to the Property Manager under this Agreement are property of the Commission, including, as further described in Section 3.13 below, all copyrights inherent in them or their preparation. During performance of its Services, the Property Manager is responsible for any loss or damage to the Deliverables, data, findings or information while in the Property Manager's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of the Property Manager. If not restorable, the Property Manager must bear the cost of replacement and of any loss suffered by the Commission on account of the destruction, as provided in Section 3.7.

3.12 Copyright Ownership

(a) The Property Manager and the Commission intend that, to the extent permitted by law, the Deliverables to be produced by the Property Manager 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 Property Manager 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 Property Manager must, and must 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 Property Manager. The Property Manager warrants to the Commission, its successors and assigns, that on the date of transfer the Property Manager 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 Property Manager 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 Property Manager warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

3.13 Records and Audits

(a) Records

- (i) The **Property Manager** 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 **Property Manager** to make such delivery upon demand, then and in that event, the **Property Manager** must pay to the **Commission** any damages the **Commission** may sustain by reason of the **Property Manager's** failure.
 - (ii) The **Property Manager** 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 **Property Manager** must not dispose of such documents following the expiration of this period without notification to and prior written approval from the **Executive Director** in accordance with **Article 11**.
- (b) **Audits**
- (i) The **Property Manager** and any of the **Property Manager's** Subcontractors must furnish the **Executive Director** with all information that may be requested pertaining to the performance and cost of the Services. The **Property Manager** must maintain records showing actual time devoted and costs incurred. The **Property Manager** 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** at reasonable times during the performance of its Services.
 - (ii) To the extent that the **Property Manager** 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 **Property Manager** must maintain and make similarly available to the **Executive Director** detailed records supporting the **Property Manager's** allocation to this Agreement of the costs and expenses attributable to any such shared usages.
 - (iii) The **Property Manager** 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 Property Manager or its Subcontractors, or both, at any time during the term of this Agreement or within 5 years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. 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 Property Manager or any of its Subcontractors has overcharged the Commission in the audited period, the Executive Director will notify the Property Manager. The Property Manager must then promptly reimburse the Commission for any amounts the Commission has paid the Property Manager 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 Services provided in the audited period, then the Property Manager must reimburse the Commission for 50% of the reasonable out-of-pocket cost of the audit;

(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 Property Manager must reimburse the Commission for the full reasonable out-of-pocket cost of the audit.

(c) Failure of the Property Manager 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 Property Manager will be liable for all of the Commission's costs of collection, including any court costs and attorneys' fees.

3.14 Confidentiality

(a) Unless agreed otherwise by the Commission in writing, all Property Data are the property of the Commission and are confidential. The Property Manager will, unless specifically authorized by the Commission in writing or required by law, make Property Data available only to the Executive Director and, on a need-to-know basis, the Property Manager's employees and Subcontractors. The Property Manager acknowledges that Property Data may contain information vital to the security of a specific Project. If the Property Manager fails to safeguard the confidentiality of such data after being duly informed, the Property Manager 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.

(b) Except as authorized in writing by the Executive Director, the Property Manager 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 Property Manager is presented with a subpoena or a request by an administrative agency regarding Property Data, the Property Manager must promptly 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 Property Data are submitted to the court, administrative agency, or other third party. The Property Manager,

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

3.15 Assignments and Subcontracts

(a) The **Property Manager** 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** relieve the **Property Manager** 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 **Property Manager** directly 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 **Property Manager** of any of its obligations or liabilities under this Agreement.

(c) Except with the prior written approval of the **Commission**, the **Property Manager** will not employ any corporation or entity in which the **Property Manager** has a financial interest for the purpose of performing any work in connection with maintenance, repairs or Construction Work, including serving as a general contractor in connection with such work.

(d) The **Property Manager**, 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.

(e) The **Property Manager** 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 **Property Manager** under this Agreement, without such prior written approval, has no effect upon the **Commission**.

(f) 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 **three 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 4.2**.

4.2 Agreement Extension Option

The Commission may elect to extend this Agreement for one or more times for up to 2 years in the aggregate under the same terms and conditions as this original Agreement, by notice in writing to the Property Manager.

ARTICLE 5. COMPENSATION

5.1 Basis of Payment

The Commission will pay the Property Manager according to the Schedule of Compensation in **EXHIBIT 2 - Compensation of the Property Manager** for the satisfactory performance of the Services.

5.2 Method of Payment

The Property Manager must submit original monthly invoices to the Executive Director for labor and other direct costs as billed, as outlined in **EXHIBIT 2 - Compensation of the Property Manager**. The invoices must be in such detail as the Executive Director requests. The Executive Director will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the Executive Director to verify the Services provided under this Agreement.

5.3 Non-Appropriation

(a) 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 Property Manager 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.

(b) Payments for Services completed to the date of notification will be made to the Property Manager except that no payments will be made or due to the Property Manager under this Agreement beyond those amounts appropriated and budgeted by the Commission to fund payments under this Agreement.

(c) The Commission's liability hereunder is limited to the funds allocated to the Commission for the management and operation of the Property.

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, the Property Manager may present disputes 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 Property Manager 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 Property Manager;
- (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 Property Manager 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 Property Manager 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 Property Manager will not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period.

6.4 Property Manager Self-Help Prohibited

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

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

6.5 No Liens

The Property Manager waives and releases, for itself and its successors, assigns, legal representatives and subcontractors, any claim of a lien of charge against the Property with respect to Services performed or monies or other consideration due under this Agreement.

ARTICLE 7. COMPLIANCE WITH ALL LAWS

7.1 Compliance with All Laws Generally

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

(b) The Property Manager must execute and must cause any Subcontractors to execute a Disclosure Affidavit in the form attached to this Agreement as EXHIBIT 6 - Disclosure Affidavit. The Property Manager 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 Property Manager's 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 Property Manager must comply with applicable laws prohibiting discrimination against individuals and groups.

(b) In performing under this Agreement, the Property Manager must 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 Property Manager 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 **Property Manager** 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 **Property Manager** 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 **Property Manager** 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 **Property Manager**, out of payments due to the **Property Manager**, 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 **Property Manager** to the respective employees to whom they are due, as determined by the **Executive Director** in his sole discretion.

(g) The **Property Manager** 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 **Property Manager**:

(a) warrants that the **Property Manager** 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 **Property Manager** 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 **Property Manager** 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 **Property Manager** 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 **Property Manager** 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 **Property Manager** 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 **Property Manager** nor any affiliate of the **Property Manager** 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 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 will 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

In addition to the foregoing warranties and representations, the **Property Manager** warrants:

(a) no officer, agent or employee of the **Commission** is employed by the **Property Manager** 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).

(b) 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 **Property Manager** or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(c) The Property Manager 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 Property Manager, 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 Property Manager 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 Property Manager 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 Commissioner, 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 Property Manager covenants that it, and to the best of its knowledge and after diligent inquiry, its Subcontractors if any (Property Manager 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 Property Manager 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.

8.6 Non-Liability of Public Officials

The Property Manager and any assignee or Subcontractor of the Property Manager must not charge any Commissioner, employee, officer or official of the Commission personally with any liability or expenses of defense or hold any Commissioner, 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

(a) The Property Manager, Subcontractors, their respective employees, invitees and all other persons under the control of the Property Manager must comply strictly and faithfully with any and all rules, regulations and directions with regard to security, safety, maintenance and operation of the Property and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

(b) When the Property requires additional security, including the use of Security Badges, the Property Manager will work with the Executive Director to develop specific security procedures. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. The Property Manager will be jointly and severally liable for any fines imposed on any person working on its behalf.

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 Property Manager under this Agreement:

(a) Failure or refusal on the part of the Property Manager to duly observe or perform any obligation or agreement on the part of the Property Manager 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 Property Manager by the Executive Director;

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

(c) The Property Manager 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 Property Manager 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 Property Manager's consent or acquiescence, any trustee, receiver, liquidator or other custodian of all or any substantial part of the Property Manager'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 Property Manager's material failure to perform any of its obligations under this Agreement including:

- (i) Failure due to a reason or circumstance within the Property Manager'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 Property Manager'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 Property Manager without prior written approval of the Executive Director which approval the Executive Director will not unreasonably withhold;
- (vii) The Property Manager's default under any other agreement it presently may have or may enter into with the Commission. The Property Manager 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 beyond any applicable cure periods, 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 Property Manager, in which event the Commission has no further obligations hereunder or liability to Property Manager 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 Property Manager in default. The Executive Director may in his sole discretion give the Property Manager an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Executive Director. Whether to declare the Property Manager 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 will give the Property Manager written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, 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. The Executive Director may give a Default Notice if the Property Manager fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this **Section 9.2** and **Article 11**, the Property Manager 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 Property Manager's expense and as agent for the Property Manager, either directly or through others, and bill the Property Manager for the cost of the Services, and the Property Manager must pay the difference between the total amount of this bill and the amount the Commission would have paid the Property Manager under the terms and conditions of this Agreement for the Services that were assumed by the Commission as agent for the Property Manager 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 monetary damages;
- (v) The right to withhold all or any part of the Property Manager's compensation under this Agreement;
- (vi) The right to deem the Property Manager 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 Property Manager to continue to provide the Services despite one or more events of default, the Property Manager 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

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 or Suspension

(a) In addition to termination under Sections 9.1 and 9.2 of this Agreement, the Commission may terminate or suspend 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 Property Manager. The Executive Director will give notice to the Property Manager in accordance with the provisions of Article 11. The effective date of early termination or suspension will be the date the notice is received by the Property Manager or the date stated in the notice, whichever is later. Occupation by the Property Manager or agent of any space within the Property, whether by lease or practice is co-terminus with the Agreement.

(b) Early termination or suspension of this Agreement does not relieve the Property Manager from liability for the performance of any obligations of the Property Manager under the Agreement performed or to have been performed by the Property Manager on or before the effective date of early termination or suspension.

(c) In no event will the Commission be liable to the Property Manager for any loss, cost or damage which the Property Manager or any other party may sustain by reason of the Commission terminating or suspending the Agreement as provided by the Agreement.

(d) Provided that the Property Manager is not in default under this Agreement at the time of early termination or suspension, the Commission will pay to the Property Manager, in accordance with the Terms of this Agreement, all compensation and reimbursements due to the Property Manager for periods up to the effective date of early termination or suspension.

(e) The Executive Director and the Property Manager must agree on the amount of compensation to be paid to the Property Manager, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to the Property Manager is in full settlement for all Services satisfactorily performed under this Agreement.

(f) The Property Manager 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 Property Manager will not be entitled to make any early termination claims against the Commission resulting from any Subcontractor's claims against the Property Manager or the Commission to the extent inconsistent with this provision.

(g) 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 9.4.

9.5 Right to Offset

(a) In connection with performance under this Agreement, the Commission may offset any excess costs incurred if the Commission:

- (i) terminates this Agreement for default or any other reason resulting from the Property Manager's performance or non-performance;
- (ii) exercises any of its remedies under Section 9.2 of this Agreement; or
- (iii) has any credits due or has made any overpayments under this Agreement.

(b) 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 Property Manager 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.

(c) No such debt(s) will be offset from the price or compensation due under this Agreement if the Property Manager:

- (i) is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
- (ii) has filed a petition in bankruptcy and the debts owed the Commission are dischargeable in bankruptcy.

(d) In connection with any liquidated or un-liquidated claims against the Property Manager, without breaching this Agreement, the Commission may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or un-liquidated claims that the Commission has against the Property Manager unrelated to this Agreement.

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

9.6 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 Property Manager 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 Property Manager is not in default of any obligation of the Property Manager under this Agreement, the Commission will pay to the Property Manager, according to the terms of this Agreement, all compensation and reimbursements due to the Property Manager 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 O'Hare, 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 Property Manager acknowledges that, except only for those representations, statements or promises contained in this Agreement and the 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 Property Manager to enter into this Agreement or has been relied upon by the Property Manager, 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 Property Manager acknowledges that the Property Manager 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 Property Manager 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 Property Manager 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 2 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 Property Manager 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 Property Manager is required to obtain prior written approval, the effect of any approval that may be granted pursuant to the Property Manager'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 Property Manager 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 Property Manager 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 Property Manager, or by personal delivery on any officer, director, or managing or general agent of the Property Manager. If any action is brought by the Property Manager 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 Property Manager 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 Property Manager 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, including those requirements described in EXHIBIT 1 - Scope of Services.

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 Property Manager's performance in any respect or waives a requirement or condition to either the Commission's or the Property Manager'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 Property Manager 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 Property Manager to the Commission is that of an independent contractor and the Property Manager, 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 Property Manager 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 The Property Manager will notify the Commission promptly in writing of all significant occurrences and circumstances affecting the Property or its operation or affecting in any manner the interest of the Commission in and to the Property.

11.2 In an emergency, the Property Manager will as promptly as possible notify the Commission in person or by telephone so that prompt arrangements may be made to address the emergency situation. The Property Manager is authorized, prior to providing notice to the Commission, to take action to address the emergency if, in the opinion of the Property Manager, such action is necessary to prevent damage to property, injury to persons or increase in the cost to address the emergency.

11.3 The Property Manager will notify the Commission promptly and forward to the Commission any complaints, warnings, notices, or summonses received by the Property Manager relating to the compliance of the Property or any of its equipment with requirements of any ordinance, law, rule, or regulation including environmental requirements

of the city, county, state, or federal government or any other public entity having jurisdiction over the Property as identified in **Section 7.1 Compliance with All Laws Generally**.

11.4 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 **General Manager for the Property Manager** at their respective addressed set forth above and, if appropriate or at the direction of the **Executive Director** to the **Managing Partner** of the legal firm representing the **Commission**, c/o Neal & Leroy, LLC 203 North LaSalle Street, Suite 2300, Chicago, Illinois 60601.

11.5 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 **Property Manager** 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

Execution of this Agreement by the **Property Manager** 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 **Property Manager** have been made with complete and full authority to commit the **Property Manager** 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

A.1 PROPERTY

A.1.1 Property Office

The Property Manager must maintain an office at the Property which will be designated and known as the "Office of the Building". At a minimum, the Property Manager will retain for the Property at all times, a building manager acceptable to the Commission who is in charge of such office and available to perform the duties of the Property Manager hereunder. The Commission agrees to provide such office space in the Property as mutually agreed upon by the Commission and the Property Manager. It is understood and agreed that such office space is to be used solely for the purpose of managing and operating the Property.

A.1.2 The Chicago Standard

- A.1.2.1 The Property Manager will adhere to The Chicago Standard as it applies to existing buildings in performing the Services.
- A.1.2.2 The Property Manager will make and implement such plans, revise existing procedures and establish new procedures approved by the Commission that will over a time period approved by the Commission achieve, at minimum, the LEED™1 rating of Certified (LEED-EB LEED for Existing Buildings) for the Property.
- A.1.2.3 The Property Manager must utilize the LEED™ design tool and measurement system to document the progress of the Property toward the objective of LEED™ certification in a semi-annual report provided to the Commission.
- A.1.2.4 The Property Manager is responsible for preparation and submittal of the documentation for LEED™ certification of the Property.

A.2 ASSUMPTION OF RESPONSIBILITIES AND INVENTORIES

A.2.1 Property Review

Upon execution of the Agreement, the Property Manager must perform a complete review and assessment of the Property including:

- A.2.1.1 Existing and pending contracts for Services
- A.2.1.2 Current and planned projects: construction, sprinkler and any others
- A.2.1.3 Staff and subcontractors
- A.2.1.4 Comprehensive site inspection
- A.2.1.5 Verification of all uses and configuration of the Property
- A.2.1.6 Capital development requirements and recommendations
- A.2.1.7 Financial reports
- A.2.1.8 Administration and operations
- A.2.1.9 Occupant and intergovernmental relations
- A.2.1.10 Services

□ LEED™ – Leadership in Energy and Environmental Design

A.2.1.11 Public (visitors) use of the Property

A.2.1.12 Governmental needs

A.2.1.13 Retail and other revenue opportunities

The Property review will be compiled into a report which will include a summary of all information gathered by section, describe the methods used by the **Property Manager** to review and analyze the information and recommendations for a one-year plan, three-year plan and long range plan for the Property. This report will be completed and submitted to the **Commission** within 120 days after execution of the Agreement.

A.2.2 Inventory

The **Property Manager** will prepare and deliver the Inventory to the **Commission** within 90 days following execution of the Agreement and annually thereafter. The **Property Manager** will establish inventory controls and will keep files of warranties and guaranties of all such property. The **Property Manager** will update the Inventory when a change occurs and will provide a description of any such changes in the Monthly Report.

A.2.3 File Inventory

The **Property Manager** will prepare and deliver the File Inventory to the **Commission** within 120 days following execution of the Agreement and quarterly thereafter. The **Property Manager** will establish procedures and controls to ensure that all of the documents shown on the File Inventory are maintained by the **Property Manager** in a safe manner in a designated office at the Property. The **Property Manager** will not authorize or permit any of the original documents shown on the File Inventory to be removed from the designated office or to be out of the **Property Manager's** control, without the prior approval of the **Commission** in each instance; provided, however, that the **Property Manager** may make and remove copies of any such document from time to time as is reasonably necessary or convenient in the performance and discharge of its duties hereunder.

A.3 OPERATIONS AND MAINTENANCE

A.3.1 Maintenance and Capital Improvement of the Property

A.3.1.1 The **Property Manager** will manage, maintain and operate the Property.

A.3.1.2 The **Property Manager** will systematically inspect the Property and must provide the Monthly Reports to the **Commission**.

A.3.1.3 The **Property Manager** will continuously review the need for capital improvements to the Property and make recommendations regarding those improvements to the **Commission** in the Monthly Report. Upon authorization, the **Property Manager** will obtain bids and enter into contracts to execute the capital improvements and will manage and coordinate the work required to affect any such capital improvement.

A.3.1.3 The **Property Manager** must provide and maintain the Management Manual for the Property.

A.3.1.4 The **Property Manager** will schedule and must notify the Property occupants and other agencies, firms or visitors, of all tests, repairs, replacement and downtime of critical Property systems as appropriate. The **Property Manager** will monitor all tests, repairs, replacement and

downtime of Property systems, and have a plan that is acceptable to the Commission for restoration of Services in the event that the Property systems cannot be restored as per schedule.

A.3.2 Property Occupants

- A.3.2.1** The Property Manager must establish and maintain business relations with the occupants of the Property. The Property Manager must employ a system to receive, log and discharge requests, complaints and comments from occupants. The Property Manager must provide the Commission with copies of the logs in the Monthly Report. The Property Manager must as promptly as practicable advise the Commission of complaints, including mutual complaints, complaints between tenants and complaints against the Property Manager or the Commission. The Property Manager will as promptly as practicable respond to, investigate and report to the Commission its finding on such complaints, along with the Property Manager's recommendations regarding the handling of the complaint.
- A.3.2.2** The Property Manager will make all Property occupants aware of the rules, regulations and notices regarding the Property issued by the Property Manager or the Commission and will periodically review those with the occupants. The Property Manager will make diligent and continuing efforts to obtain complete compliance by all occupants of the Property with all rules and regulations promulgated by the Commission.
- A.3.2.3** The Property Manager must supervise the moving in and moving out of all occupants and arrange and schedule moves to minimize the disruption of the operation of the Property and avoid any inconvenience to Property occupants. The Property Manager must inspect any property vacated and as promptly as practicable report to the Commission its assessment of the condition of such property along with its recommendation of the disposition of any security deposit held as security for performance under any lease with respect to the vacated premises.
- A.3.2.4** The Property Manager must, to the extent permitted by the operating budget, perform for and provide to Property occupants (other than commercial tenants) any miscellaneous repair and maintenance services reasonably requested by such occupants from time to time. The Property Manager must perform for and provide to commercial tenants, at the expense of such commercial tenants, repairs and maintenance services as reasonably requested at rates customarily charged in other downtown Chicago commercial/retail buildings.

A.3.3 Public Safety, Emergency Preparedness and National Security

- A.3.3.1 Security Services.** The decision to provide, alter, continue or terminate security or security services for the Property and the scope thereof, if any, is solely that of the Commission. The Property Manager must consult the Commission concerning security or security services and must assist in the effectuation of such policies concerning security and security services as may be adopted by the Commission.
- A.3.3.2 Property Security.** The Property Manager must monitor the building security systems and services and make reports semi-annually or more often

as needed, offering suggestions for improvements, and new systems, services or procedures. Upon request of the Commission, the Property Manager will examine the Property, including the lobby and other entryways and present alternative layouts and designs to enhance the security of the Property, its occupants and visitors.

- A.3.3.3 Standard Operating Procedures.** The Property Manager must provide standard operating procedures (SOP) for events and incidents at the Property that are customized for the Property and acceptable to the Commission. SOP will be written, updated as needed and maintained in the Management Manual. SOP must identify each class of event, classification criteria, escalation procedures; response provided, and if possible estimated time to provide that response and estimated time to return the Property and Services to normal operations

A.4 FINANCES

A.4.1 Receipts and Disbursement of Funds

- A.4.1.1 Accounts.** The Property Manager will keep and maintain one (1) operating account and one (1) capital account. The accounts will be maintained at a local bank or such bank as may be approved by the Commission

- A.4.1.2 Security Deposits.** During the term of the Agreement, the Property Manager will immediately deposit any security deposits relating to the Property and keep a detailed accounting of all security deposits as received or subsequently refunded. Refunds of security deposits to commercial tenants will be made upon the signature of a duly authorized and bonded employee of the Property Manager.

- A.4.1.3 Advances.** The Commission will deposit on the first (1st) business day of each month the amount of anticipated expenditures for that month less any commercial rents or miscellaneous revenues to be received by the Property Manager. Such advances will be made in accordance with requests submitted to the Commission no later than seven (7) calendar days prior to the date such funds are required. In the event that additional funds are required at any time for payment of unanticipated expenses, operating or capital, relating to the Property, upon receipt of a request therefore on such forms may be approved by the Commission, accompanied by a statement of the necessity therefore, the Commission will advance additional funds. Nothing in this section will be construed to require the Commission to advance to the Property Manager any funds for costs or expenses in excess of or not approved in the current Budget unless the Commission specifically approves the relevant expenditures.

- A.4.1.4 Collections.** The Property Manager must bill, as necessary, and collect all commercial rent (including escalation billing resulting from past or future increases in expenses or pursuant to any other rent escalation provision) and other amounts (including late payment fees) due to the Commission under the terms of any commercial lease or rental agreement currently in effect or entered into hereafter. Property Manager must collect and identify any income due to the Commission for miscellaneous services provided to occupants or the public, including, without limitation, coin operated machines of all types, such as vending machines and pay

telephones. All billings will be sent promptly and with respect to escalation billings, not more than 30 days after the end of the applicable period. With respect to the Property, the Property Manager must promptly, but in no event later than two (2) business days after receipt by Property Manager, deposit all such amounts as defined herein. The Property Manager is not authorized to and must not compromise claims for such rent and other amounts, terminate any lease, lock out any occupant, institute suit for rent, use and occupancy, or for recovery of possessions, without the prior written approval of the Commission. The Property Manager must retain in connection with such suits or proceedings only legal counsel designated by the Commission. The Property Manager must submit all legal expenses incurred in bringing such approved suit or proceeding to the Commission for its approval. The Property Manager must not write off any income items without the prior approval of the Commission.

A.4.1.5 Supplies. As an expense of operation of the Property, the Property Manager will on behalf of the Commission purchase such supplies and other expendable items as are necessary to operate the Property and such supplies and other expendable items will remain the property of the Commission. The Commission will provide its sales tax exemption certificate to the Property Manager. When purchasing such supplies, the Property Manager will secure for and credit to the Budget for the Property any discounts, Commissions or rebates obtainable as a result of such purchases.

A.4.1.6 Travel. The Property Manager will have no right to reimbursement or payment of travel expenses in the performance of its duties hereunder unless the same is approved in writing in advance by the Commission.

A.4.2 Budget

A.4.2.1 Initial Budget. Within 90 days following execution of the Agreement, the Property Manager must prepare and submit to the Commission a capital and an operating budget for the property covering the calendar year in which the Agreement is executed, in sufficient detail to allow meaningful review by the Commission (the "Initial Budget"). Prior to the Commission's approval of the Initial Budget, the Property Manager will manage and operate the Property pursuant the Commission's existing budget for the preceding calendar year and incur no expense in excess thereof without the Commission's prior written approval. Prior to execution of the Agreement, the Property Manager must consult with the Commission for the purpose of evaluating the Commission's existing Budget for operating and capital expenses and preparing the Initial Budget.

A.4.2.2 The Budget. In subsequent years during the term of the Agreement or any extension of the Agreement, the Property Manager will prepare the Budget for the Property and submit this proposed Budget to the Commission not later than August 1 of each year preceding the Budget year. The Budget will show all projected receipts and expenditures (capital, operating, leasing, if applicable, and other) for the following calendar year on a month to month basis, as well as current year to date expenditures and will

include an allowance for contingency reserves for cost overruns incurred in connection with capital improvement work and such other information as the Commission may request.

- A.4.2.3 Approval.** Following review, the Commission will notify the Property Manager of approval or disapproval of the proposed Budget. If the Commission disapproves the proposed Budget, it will notify the Property Manager of the reasons for such disapproval. The Property Manager will revise the proposed Budget on or about September 1 of each year. The Commission will have the right to revise the Budget from time to time and will deliver written notice to the Property Manager of all such revisions.
- A.4.2.4 Implementation.** When approved by the Commission, the Property Manager will implement the Budget and will be authorized, without need for further approval by the Commission, subject to the provisions of Operations and Maintenance Contracts and other limitations and qualifications in the Agreement, to make the expenditures and incur the obligations provided for in the Budget (except capital expenditures, which will require the separate prior written authorization of the Commission). Except in the event of an emergency as provided for in the Agreement, the Property Manager will not make any expenditures or incur any obligations for any transaction or group of similar transactions which will exceed the amount budgeted therefore by more than the lesser of (i) five per cent (5%) of the line item, and (ii) five thousand dollars (\$5,000) per line item. The Property Manager agrees to use diligence and reasonable efforts to ensure that the costs of operating the Property will not exceed the Budget in any one accounting category.
- A.4.2.5 Revision.** Subsequent to the approval of the Budget by the Commission for a particular calendar year, should either the Commission or the Property Manager determine that such Budget is not compatible with the then-prevailing conditions of the Property, the Property Manager will, within 30 days after (i) receipt of notice of such determination by the Commission, or (ii) such determination by the Property Manager, prepare and submit to the Commission a revised Budget for the balance of the calendar year, which revised Budget will be subject to review and approval by the Commission in the same manner and with the same effect as the original Budget for such calendar year.

A.5 REPORTS

A.5.1 Periodic Reports

The Property Manager will prepare and submit to the Commission reports and statements including the following records and statements, showing the change over the previous report where available and appropriate:

- A.5.1.1 Monthly Report,** consisting of financial and other information will be submitted no later than the 20th of the month following the subject month.

A.5.1.1.1 Financial, includes:)

- Cash Receipts Journal

- Cash Disbursements Journal (together with such other information, including supporting invoices and vouchers, as the Commission may request)
- General Ledger
- Balance Sheet
- Income and Expense Summary (by cost center, if applicable)
- Trial Balance
- Check Register
- Detailed Listing of Accounts Payable, Contracts payable and Accrued Expenses
- Bank Statements and Reconciliations
- Budget Variance analysis, including commentary
- Occupancy Report/Rent Roll
- Cash Flow Summary
- Capital Expenditures
- Management Fee Computation
- Payroll Register that includes personnel, time worked, time earned and used for holidays, vacation and funeral or other leave and a description of services with respect to any affiliated or third-party contractors.
- Monthly copies of contracts awarded and corresponding pay requests.

A.5.1.1.2 Other, includes:

- Monthly copies of the complaint log that shows at minimum, but not limited to, the type of complaint and the action taken.

A.5.1.2. Quarterly Report, submitted no later than the 20th day of the first month in the quarter following the subject quarter, including:

- A chart of all employees and personnel of the Property Manager and third party contractors involved in the management and operation of the Property, their titles, compensation range, and whether they are bonded or covered under the Property Manager's insurance policy.
- List of all Service Contracts then in effect, a description of the each contractor, service to be performed, annual cost, cost per square foot, payment frequency, commencement and termination dates, termination rights and other pertinent information.
- A report of all actions by the Property Manager or on the Property that have an impact or may be in the Property Manager's opinion perceived to have an impact on fair labor practices as identified by Section Engagement, et al.

- Revenue Enhancement
- Cost Reduction
- Brokerage Services.

A.5.1.3 Semi-Annual, submitted no later than the 20th day of the first month following the subject 6 months, including:

- Property Security
- Best Practices and Benchmarks.

A.5.1.4 Annual, submitted no later than the 30th day of the first month following the end of the subject 12 month period, including:

- Operating and Capital month-by-month budgets with corresponding back-up
- Capital Improvement Program

A.5.2 Frequency of Reports

The frequency of reporting is subject to change by the Commission. The format of the reports and statements are subject to the written approval of the Commission. Reports and statements may include such supplementary information as the Commission may request. All information contained in the reports and statements will be certified as accurate by the Property Manager.

A.5.3 Maintenance of Records

The Property Manager will maintain, at the Property Manager's expense, in accordance with generally accepted real estate management accounting practices consistently applied, separate, accurate records of every receipt and disbursement with respect to every transaction concerning the Property. To the extent particular expenses or escalation items are billed separately to commercial tenants of the Property, the Property Manager will maintain the books and records for the Property in a manner which enables the Property Manager to separately account for such items on a calendar year basis and on any other fiscal period required by the Commission. The Property Manager will maintain the books and records for the Property in a safe manner and will make them available to the Commission upon request. The Property Manager agrees that, upon 48 hours notice from the Commission, copies of all such records will be available during regular business hours for audit or inspection, by the Commission Representatives or accountants. The cost of any such audit will be a Property expense, unless it reveals negligence, willful misconduct or fraud; and in any such case, will be borne by the Property Manager. The Property Manager agrees to cooperate with the Commission, its accountants and any other party designated by the Commission in connection with any audit or inspection of such records.

A.5.4 Rental and Occupancy Report

Not later than the 20th working day of each calendar month, the Property Manager will render to the Commission, a written report, in form acceptable to the Commission, of rental payments received for all commercial space in the Property as of the end of the preceding calendar month, and such other information relating to the rental or occupancy of the Property as the Commission may request.

A.5.5 Operating Reports

Not later than the 20th working day of each calendar month, the **Property Manager** will submit to the **Commission** a cash flow statement for the Property for the preceding calendar month as well as year-to-date totals including a comparison with the Budget and an explanation of all material variances (the "Cash Flow Report"). The Cash Flow Report will be in a form acceptable to the **Commission** and will include and be supported by:

- A.5.5.1 a rent roll of commercial tenants showing, by occupant, security deposits, cash collected, and prepaid or accrued rents;
- A.5.5.2 a calculation of all escalations and occupant reimbursements at the initial billing rate during each calendar year, and the annual adjustments to such reimbursements to reflect the actual amount for such calendar year;
- A.5.5.3 a schedule of capital improvements, if any, that have been made in the preceding calendar month or year to date, including details of expenditures and completions; and
- A.5.5.4 such other information as the **Commission** may request from time to time.

A.5.6 Notices or Statements Received

- A.5.6.1 All notices or statements received by the **Property Manager** regarding insurance policies respecting the Property or from any governmental agency or authority which threaten or are expected to have a material effect upon the Property or the **Commission** will be submitted promptly to the **Commission** upon receipt.
- A.5.6.2. The **Property Manager** need not submit copies of information bulletins, questionnaires, and similar materials of general distribution unless such materials are expected to have a material effect upon the Property, Services or the **Commission**.

A.5.7 Events Affecting the Property

The **Property Manager** will notify the **Commission** promptly, investigate and make full written report as to all accidents or claims relating to the ownership, operation, and maintenance of the Property. The report will include a summary of the extent and nature of any such damage or destruction to the Property and the estimated cost of repair. The **Property Manager** will cooperate with and make any and all reports required by any insurance company in connection therewith.

A.6 MANAGEMENT

- A.6.1 **Procurement Services.** Notwithstanding anything herein to the contrary, all contracts for repairs, capital improvements and goods and services, including parking operations will be awarded at no higher than prevailing market rates. At the request of the **Commission**, any and all contracts to be awarded for the Property pursuant to the Agreement will be on the basis of competitive bidding as directed by the **Commission**
 - A.6.1.1 At the direction of the **Commission** and subject to the operating budget, the **Property Manager** must bid or negotiate the Service Contracts for the Property. Service Contracts must include a right of the **Property Manager** to cancel such Service Contract on not more than 30 days notice.
 - A.6.1.2 All equipment, tools, appliances, materials, and supplies necessary for proper operation and maintenance of the Property will be procured by the

Property Manager, subject to the operating budget, on behalf of the Commission and will be property of the Commission. The Commission will provide its sales tax exemption certificate to the Property Manager to be used for this purpose.

- A.6.2 Capital Improvement.** The Property Manager will consult with and assist the Commission in analyzing the capital needs of the Property. The Property Manager will submit the results in the annual Capital Improvement Program Report, including short, medium and long term strategies.
- A.6.3 Revenue Enhancement.** The Property Manager must continuously monitor the trends in property management for new opportunities in revenue enhancement, including enhancements to the Pedway and elevators, paid for in whole or in part by the advertisers. The Property Manager must develop and submit a comprehensive revenue enhancement strategy for the Property composed of its own strategies compiled with the industry trends in the semi-annual Revenue Enhancement Report submitted in writing to the Commission. The strategy must address the entire concourse level, lobby, courtroom floors, public spaces, common areas, elevators and the plaza. The strategy must include
- quantitative market analysis of retail supply and demand, emerging trends, concepts to avoid due to diminishing profitability, and excesses and gaps in mixed use and retail buildings in the surrounding locations.
 - short and long term economic opportunities in advertising, wireless connectivity, business and personal services, signage and audiovisual broadcasting.
 - examination of spaces within the Property that are not producing revenue, but may have the potential to do so
 - an analysis of the sale of electricity as produced by steam in the Property.
- A.6.4 Cost Reduction.** The Property Manager must continuously monitor the Property for opportunities in cost reduction, including quantitative comparisons between existing services agreements and similar service agreements at other properties. The Property Manager will develop its own strategies and compile these with industry trends and submit the information to the Commission in writing in the semi-annual Cost Reduction Report.
- A.6.5 Benchmarks.** The Property Manager with the approval of the Commission must set benchmarks for the performance of the Property in terms of Revenue Enhancement, Cost Reduction and Commercial Development. These benchmarks must be based on current research of the best practices in property management. The performance of the Property Manager and of the Property will be measured against these benchmarks and the results summarized in the annual Best Practices and Benchmarks Report submitted by the Property Manager in writing to the Commission.
- A.6.6 Emergencies.** In an emergency, the Property Manager will as promptly as possible notify the Commission in person or by telephone so that prompt arrangements may be made to address the emergency situation. As provided in the Agreement, the Property Manager may, prior to providing notice to the Commission, take action to address the emergency if, in the opinion of the Property Manager, such action is necessary to prevent damage to property, injury to persons or increase in the cost to address the emergency. The Property Manager will notify the Commission's insurance advisor as soon as possible but no later than 24 hours from the occurrence of

an emergency situation and will cooperate in the insurance advisor's evaluation and documentation of the situation.

A.6.7 Termination Assistance. Upon termination of the Agreement, the Property Manager will cooperate fully with the Commission and its designee to ensure an orderly transition of the Services as described in the Agreement. The Property Manager will make itself reasonably available to consult with and advise the Commission or its designee on all aspects of the Services for a period of 90 days immediately following the date of termination.

A.7 CONSTRUCTION MANAGEMENT SERVICES

A.7.1 The Property Manager will act as construction manager for the Property with respect to Construction Work valued below \$10,000,000.00. "Construction Work" means construction, reconstruction or alteration of any improvements constituting part of the Property, but will not include routine maintenance and repairs made to the Property.

A.7.2 The Property Manager's responsibilities as construction manager are comprehensive, to the end that the Property Manager agrees to supervise, oversee and administer each and every aspect of such Construction Work. The Property Manager will be responsible for:

- selecting all required consultants, contractors and sub-contractors;
- negotiating agreements for architectural design, engineering and construction services;
- ensuring any and all necessary approvals are obtained by the appropriate consultants, contractors, and/or subcontractors;
- overseeing the administration of the construction contract, including disbursement process, lien waiver collection and financial reporting;
- acting as project manager with respect to any such Construction Work, including monitoring and approval of work, preliminary acceptance of "punch list" items, final acceptance and occupancy or re-occupancy of the Property;
- monitoring and reporting progress toward the MBE/WBE participation goals set by the Commission for the Construction Work and/or cooperating fully with any outside firm hired by the Commission to perform such monitoring and reporting.
- All contracts relating to Construction Work will be subject to prior written approval by the Commission.

A.7.3 The Property Manager must take all such measures as are reasonably necessary to ensure that the Property remains free from mechanics' liens, security interests, and encumbrances in connection with the operation or maintenance of or Construction Work undertaken on the Property.

A.7.4 The building may have asbestos in the fireproofing of the structure. The fireproofing material is contained and not a threat to building occupancy. The Property Manager will ensure that any construction or renovations include asbestos abatement if required by any environmental engineer or environmental consultant approved by the Commission.

A.7.5 At the request of the Commission (but not less than annually), the Property Manager will engage the services of an environmental engineer or environmental consultant,

approved by the Commission, to perform a comprehensive Environmental Audit (or update the previous Environmental Audit) of the Property. Additional air quality monitoring and testing will be performed not less frequently than on an annual basis.

- A.7.6 The Property Manager will be compensated for construction management services at the rates provided in Exhibit 2 - Compensation of the Property Manager.
- A.7.7 Routine repairs required in and around the Property are not part of construction work and the Property Manager will oversee and supervise all such repairs without additional compensation.

A.8 PERSONNEL

- A.8.1 The Property Manager must make all necessary payroll deductions including, but not limited to, deductions for disability and unemployment insurance, social security, withholding taxes and other applicable taxes, wage garnishments, union dues, health and welfare, and pension benefits, and prepare, maintain and file all necessary reports and statements with respect to such taxes or deductions, pertaining to personnel employed in or about the Property.
- A.8.2 All wages, salaries and other compensation paid to all Commission-approved on-site personnel employed exclusively at the Property are considered operating expenses of the Property to the extent the same are included in the Budget approved by the Commission or otherwise approved by the Commission in writing. The Property Manager is entitled to pay the expenses described in this section to the extent provided in the Budget, out of the Disbursement Account, as defined herein.
- A.8.3 Subject to the terms hereof, the Budget, and the prior written approval of the Commission, the Property Manager must engage such contractors, sub-contractors, consultants and other persons or firms necessary to discharge the Property Manager's obligations hereunder. The Property Manager must comply with the standards set forth above with respect to the selection and control of such parties.

A.9 Brokerage Services

- A.9.1 The Property Manager must continuously monitor the Property's commercial spaces and leases and make quantitative comparisons between them and the marketplace with regard to occupancy rates, competitive pricing and the trends in leasing terms and conditions.
- A.9.2 When requested by and with prior written approval of the Commission, the Property Manager will provide brokerage services at the Property, including renewing existing and developing new leases. The Property Manager will be compensated for brokerage services at the rates provided in Exhibit 2 - Compensation of the Property Manager.
- A.9.3 Prior to executing a new lease, lease option or lease renewal for a tenant, but at minimum on an annual basis, the Property Manager must review the financial statements of existing and prospective tenants. The Property Manager must include an assessment of such tenant's financial viability in any recommendation for new lease, lease option or lease renewal and/or with the quarterly report on commercial leases. The Property Manager must ensure that new leases, lease extensions or other similar forms of agreement for the Property comply with existing laws, regulations and the Commission's policies.
- A.9.4 The Property Manager will monitor and report on the payment status of real estate taxes excluding leasehold taxes by the leaseholders of Property leases.

A.9.5 At a minimum, once each quarter, the Property Manager will submit a summary of the Brokerage Services performed in that quarter in the Brokerage Services Report.

Absent prior written approval of the Commission, the Property Manager will not be entitled to compensation for consulting services.

A.10 LEGAL COUNSEL

The Property Manager may, at the Commission's expense and with the Commission's prior written consent, engage legal counsel to advise on legal matters and conduct legal proceedings arising in the performance of the Property Manager's duties herein. Prior to the retention of such counsel, if requested by the Commission, the Property Manager will require the submission of a budget for the relevant proceedings for approval by the Commission. Further, the Property Manager must submit all legal expenses incurred in bringing any approved suit or proceeding to the Commission for its approval.

A.11 CLAIMS

The Property Manager will be responsible for claims, demands, suits, losses, damages, costs or expenses, including attorney's fee and costs, arising out of or in connection with the Property Manager's performance or non-performance of its duties and responsibilities for the maintenance, operation and management of the Property under the Agreement including without limitation the omissions of the Property Manager, its employees, agents, subcontractors. The Property Manager must handle, manage, and control these liability claims, be responsible for payment and settlement of claims, developing claims handling procedures, submitting claims and support documents to its insurers, monitoring activity of claims, maintaining files and providing monthly reporting to the Commission's Risk Manager.

EXHIBIT 2 - COMPENSATION OF THE PROPERTY MANAGER

C.1. MANAGEMENT FEE

- C.1.1 The Commission will pay the Property Manager a lump sum management fee (the "Management Fee. The Management Fee will increase 5% in the second year of the Agreement and another 5% in the third year. These amounts have been calculated and are reflected in the table below.

Year	Annual Management Fee
1 - (2007)	\$180,000.00
2 - (2008)	\$189,000.00
3 - (2009)	\$198,450.00

Subject to the terms of the Agreement, the Management Fee will be paid monthly, in arrears. The Management Fee for the management of the Property for any partial month will be prorated.

- C.1.2 The Property Manager will not be entitled to compensation for performing or supervising routine repairs in and around the Property. Such services are included in the Management Fee.

C.2 CONSTRUCTION MANAGEMENT FEE

- C.2.1 The Commission will pay the Property Manager a Construction Management Fee to manage construction projects at the Property approved by the Commission.
- C.2.2 The Management Fee is 3% of the cost of Construction Work.

C.3 BROKERAGE FEE

- C.3.1 The Commission will pay the Property Manager a Brokerage Fee for Brokerage Services for the Property and approved by the Commission.
- C.3.2 The Brokerage Fee for lease renewals is 3% of the lease.
- C.3.3 The Brokerage fee for new leases is 8% for the 1st year of the lease and 3% for each subsequent year.

C.4 REIMBURSABLE EXPENSES

- C.4.1 The following expenses will be included in the operating budget and are not part of the Management Fee:
- C.4.1.1 approved salaries/benefits (including workers compensation) of on site property management (Six-person management and administration staff direct salary rates plus auditable burden, cost without overhead or profit)
 - C.4.1.2 insurance premium for the Commission's requirements as listed in Exhibit 4 Insurance Requirements and Evidence of Insurance. The cost for the first

year of the Agreement is not to exceed \$58,000.00 for the Commercial General Liability coverages and \$22,000.00 for the Professional Liability coverages specified in Exhibit 4. The cost for the second and third years of the Agreement is not to exceed \$67,200.00 for the Commercial General Liability coverages, and \$22,000.00 for the Professional Liability coverages specified in Exhibit 4.

- C.4.1.3 janitorial/maintenance
- C.4.1.4 utilities
- C.4.1.5 window washing
- C.4.1.6 refuse disposal
- C.4.1.7 snow removal
- C.4.1.8 landscape maintenance
- C.4.1.9 alarm system installation and monitoring
- C.4.1.10 contract providers, including building engineering, carpenters, electricians, elevator personnel, custodial and security
- C.4.1.11 budgeted and emergency repair/maintenance of property including dangerous and hazardous conditions that are in violation of the City's Municipal Code but not including capital improvements or environmental remediation
- C.4.1.12 management office expenses, not including overhead expenses
- C.4.1.13 audits, research and consultant reports, excluding reports prepared by the Property Manager as consultant to the Commission under this Agreement
- C.4.1.14 subconsultant fees and expenses for subconsultants approved by the Commission
- C.4.2 The following expenses or costs will not be included in the operating budget and will not be reimbursed by the Commission:
 - C.4.2.1 cost of gross salary and wages, payroll taxes, insurance, subscriptions and professional memberships, worker's compensation, and other benefits of Property Manager's off-site management office
 - C.4.2.2 maintenance, secretarial and bookkeeping personnel above the grade of building manager, or below the grade of manager and not employed at the Property
 - C.4.2.3 general accounting and reporting services (excluding the services of independent and outside accountants required by the Commission) which are within the scope of Services
 - C.4.2.4 cost forms, paper, ledgers, and other supplies and equipment used in the Property Manager's office at any location off the Property
 - C.4.2.5 cost of electronic data processing equipment that are not located at the Property and data processing provided by computer service companies excluding Property-specific Accounting and work order software
 - C.4.2.6 political and charitable contributions

- C.4.2.7** cost of advance made to employees and cost of travel by Property Manager's employees or agents to and from the Property
- C.4.2.8** costs attributed to losses arising from negligence, willful misconduct or fraud on the part of the Property Manager, the Property Manager's agents or the Property Manager's employees
- C.4.2.9** cost of the Property Manager's general and professional liability insurance and comprehensive crime insurance except as provided herein
- C.4.2.10** fidelity bonds purchased by the Property Manager for its own account
- C.4.2.11** employment, placement or other so-called "headhunter" fees
- C.4.2.12** all other home office and administrative overhead incurred by the Property Manager or otherwise customarily paid by managing agent, including accounting costs.

EXHIBIT 3 - KEY PERSONNEL

General Manager

Assistant General Manager

Chief Engineer

EXHIBIT 4 - INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

The Property Manager must provide and maintain at the Property Manager's own expense, during the term of the Agreement the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

D.1 INSURANCE TO BE PROVIDED BY PROPERTY MANAGER

D.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, in accordance with applicable statutes covering all of its employees and including a waiver of subrogation endorsement in favor of PBC and Employer's Liability insurance with limits of not less than \$1,000,000 bodily injury each accident and not less than \$1,000,000 bodily injury by disease covering all of its employees.

D.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 for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Commission must be an additional named insured on a primary, non-contributory basis for any liability arising directly or indirectly from the property.

Subcontractors performing work for the Property Manager must maintain limits of not less than \$1,000,000 per occurrence with the same terms as in the Agreement.

D.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Property Manager must provide Commercial Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Commission must be named as an additional insured on a primary, non-contributory basis.

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

D.1.4. Professional Liability

When any Property Manager or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance/Real Estate Errors and Omissions must be maintained with limits of not less than \$5,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Sub-consultants performing work for the Property Manager must maintain professional liability insurance with limits of not less than \$1,000,000 per occurrence with the same terms herein.

D.1.5. Valuable Papers

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

D.1.6 Crime

Crime coverage must be maintained for those employees who handle or are responsible for the handling of the Commission's funds in an amount of not less than \$1,000,000.

D.2. OTHER REQUIREMENTS

D.2.1. The Property Manager must furnish the Public Building Commission, Richard J. Daley Center, Room 200, Chicago, Illinois 60602, original certificates of insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Property Manager is not a waiver by the Commission of any requirements for the Property Manager to obtain and maintain the specified coverages. The Property Manager must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve the Property Manager of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a violation of the Agreement, and the Commission retains the right to suspend the Agreement until proper evidence of insurance is provided, or the Agreement may be terminated in the sole discretion of the Commission.

D.2.2. The insurance must provide for 60 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

D.2.3. All deductibles or self-insured retentions on the Property Manager's insurance coverage and settlements of claims or suits must be borne by the Property Manager.

D.2.4. The coverage and limits furnished by the Property Manager in no way limit the Property Manager's liabilities and responsibilities specified within the Agreement or by law.

D.2.5. Any insurance or self-insurance programs maintained by the Public Building Commission do not contribute with insurance provided by the Property Manager under the Agreement.

D.2.6. 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 as a matter of law.

D.2.7. The Property Manager must require all subcontractors to provide the insurance required in this Agreement or the Property Manager may provide such coverages. All subcontractors are subject to the same insurance requirements of the Property Manager unless otherwise specified in this Agreement.

D.2.8. If the Property Manager or subcontractor desire additional coverage, the party desiring the additional coverages is responsible for the acquisition and cost.

D.2.9. The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

D.3. SAFETY AND LOSS CONTROL

D.3.1. The Property Manager must plan, organize, coordinate, institute, maintain and monitor Safety and Loss Control programs related to safety and health hazards, property losses, and exposures including, without limitation, the following:

D.3.1.1. Identify safety and health hazards and institute corrective action for their elimination or control. Ensure that good housekeeping conditions are maintained at all times.

D.3.1.2. Investigate all accidents and losses to determine causes and develop programs to reduce, control or eliminate exposures.

D.3.1.3. Ensure that injured or medically ill persons receive prompt first aid and/or medical treatment and that every accident/incident is promptly reported to the Commission, documented, and investigated.

D.3.1.4. Provide monthly incident/claim reports to the Commission, which must include copies of loss/inspection reports outlining corrective actions when applicable, and dates of completion of the corrections.

D.4. PROPERTY CLAIMS

The Commission will insure the building property exposure unless a property claim is caused by the performance or lack of performance of the Property Manager. Property Manager shall promptly investigate and report to the PBC and the insurance company involved all known accidents and claims for damage relating to the Daley Center property. The Property Manager must manage any property claim and be responsible for submitting property claims and support documents to the Commission's insurers and Risk Manager as soon as possible after a loss. Property Manager must provide written procedures for this section.

D.5. LIABILITY CLAIMS

D.5.1. Property Manager is responsible for all incidents, claims, demands, suits, losses, damage, costs or expense, including attorney's fees and costs, arising out of or in connection with the Daley Center risk exposures.

D.5.2. The Property Manager must handle, manage, and control the above liability incidents, claims, be responsible for payment and settlement of claims, develop claims handling procedures, submit claims and support documents to its insurers, monitor activity of claims, maintain files and provide monthly claim status reports to the Commission's Risk Manager.

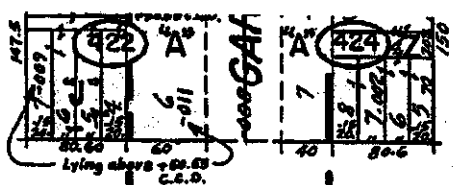
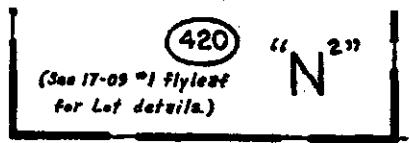
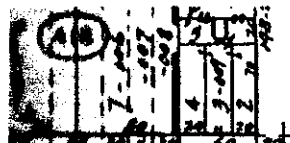
D.6. BUILDING INSURANCE REQUIREMENTS

The Property Manager is responsible for determining appropriate insurance requirements for contractors and subcontractors performing work or services related to the Daley Center. The Property Manager must obtain and maintain certificates of insurance for each contractor, subcontractors and supplier. The Commission must be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from contracted work. Any insured or self-insured programs maintained by the Commission will not contribute to any insurance provided by contractors, subcontractors, and/or suppliers.

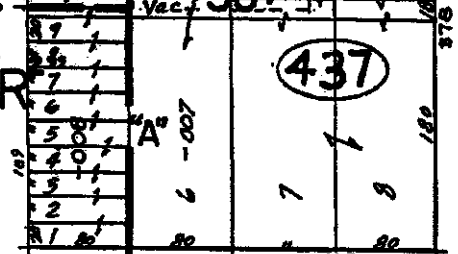
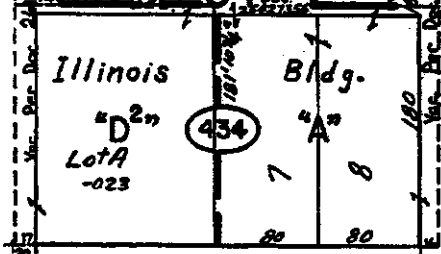
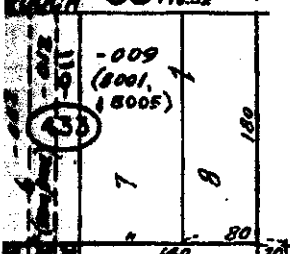
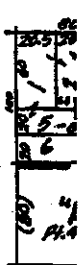
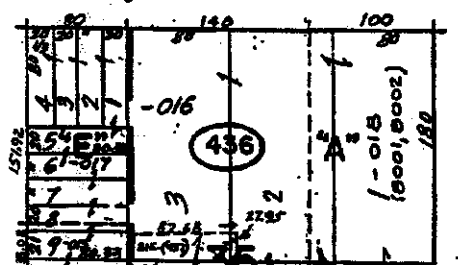
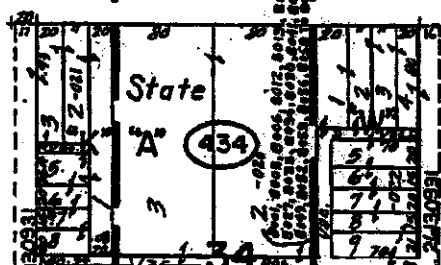
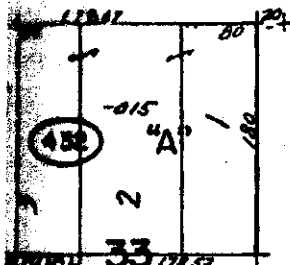
EXHIBIT 5 - PROPERTY INDEX NUMBER

PIN 17-09-449-019-0000 appears to be the Daley Center bounded by Randolph on the north, Washington on the south, Clark on the west and Dearborn on the east.

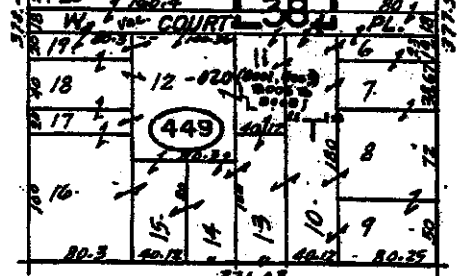
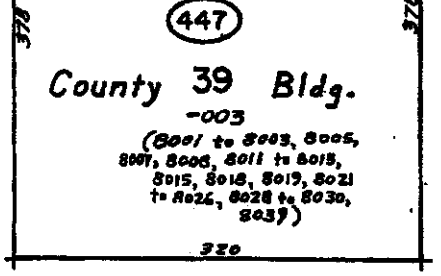
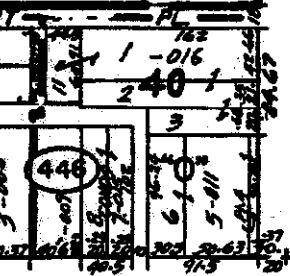
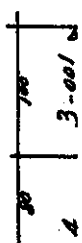
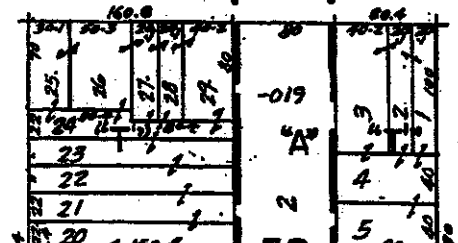
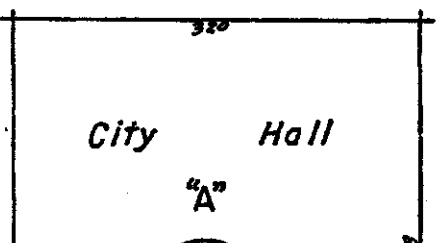
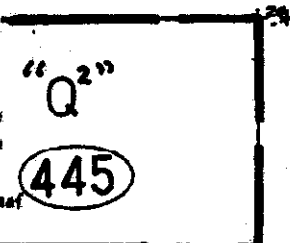
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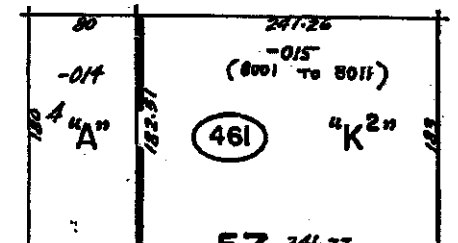
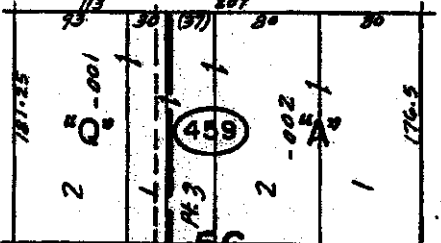
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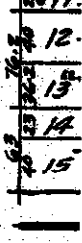
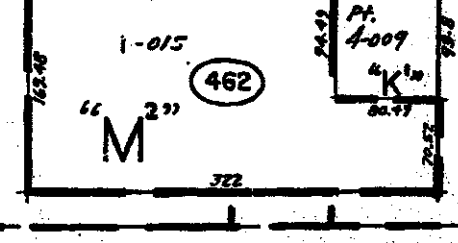
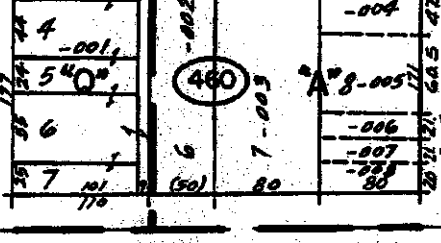
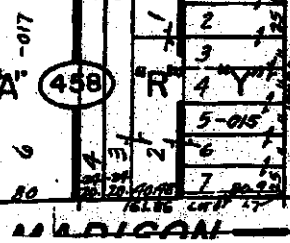
RANDOLPH-



WASHINGTON



CALHOUN-55



MADISON

LASALLE

CLARK

DEARBORN

**EXHIBIT 6 - DISCLOSURE AFFIDAVIT
FOLLOWS THIS PAGE**

DISCLOSURE AFFIDAVIT

Name: MB Real Estate Services LLC

Address: 181 West Madison Street, Suite 3900, Chicago, IL 60602

Telephone No.: (312) 726-1700

Federal Employer I.D. #: 52-2319154

Social Security #: _____

Nature of Transaction:

- Sale or purchase of land
- Construction Contract
- Professional Services Agreement
- Other

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm 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 Kevin Purcell, as Executive Vice President
(Name) (Title)

and on behalf of MB Real Estate Services LLC

("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 or contractors shall provide the following information with their bid or proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

- Bidder/Proposer/Contractor is a:
- 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 Delaware

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

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

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

Name (Print or Type)

Title (Print or Type)

Name (Print or Type)

Title (Print or Type)

Howard P. Milstein

Member/Manager

Edward L. Milstein

Member

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
N/A		%
		%
		%

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
N/A		%
		%
		%

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

g. For LLC's identify each member

Name (Print or Type)	Address	Ownership Interest
Howard P. Milstein	181 West Madison, Chicago, IL 60602	50 %
Edward L. Milstein	181 West Madison, Chicago, IL 60602	50 %
		%

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
 Yes [] No []

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

SECTION 2. PARTNERSHIPS

a. If the bidder, proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP).

Name of Partners (Print or Type)	Percentage Interest
	%
	%
	%

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder, proposer or contractor 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)

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

If the bidder, proposer or contractor 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)

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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-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of 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-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.

4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.

5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.
- b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

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 subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

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

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

E. 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 Restriction⁵, (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 Contractor's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

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 forth 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. There are no Substantial Owners.

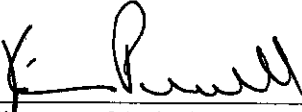
V. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

Kevin Purcell
Name of Authorized Officer (Print or Type)

Executive Vice President
Title

(312)726-1700
Telephone Number


State of Illinois

County of Cook

Signed and sworn to before me on this 10th day of January, 2007 by

Kevin Purcell (Name) as Executive Vice President (Title) of

MB Real Estate Services LLC (Bidder, Proposer or Contractor)


Notary Public Signature and Seal



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 noncollusive 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 Conservation 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).

**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: PROPERTY MANAGEMENT (DALEY CENTER)
Description or goods or services to be provided under Contract: # PS914
2. Full Legal Name of Contractor: MB REAL ESTATE SERVICES, LLC
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)
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.

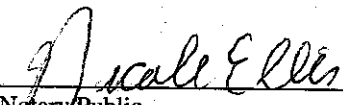
3. This Disclosure of Retained Parties form, some or all of the information provided in it, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may 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.

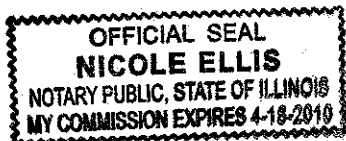
Signature:  Date: January 10, 2007
Kevin Purcell Executive Vice President
Name (Type or Print) Title

County of Cook
State of Illinois

Subscribed and sworn to before me this 10th day of January 2007


Notary Public
My commission expires: 4/18/2010

Notary Seal:



Schedule of Retained Parties

Name	Business Address	Relationship	Estimated 2007 Fees	MBE/WBE
A & R Janitorial Services, Inc.	5234 W. 25th Street, Cicero, IL 60804	Sub-Contractor	\$3,008,763	MBE
A Perfect Sign	220 South State Street, Suite 2200, Chicago, IL 60604	Sub-Contractor	\$8,100	MBE/WBE
A-1 Maintenance Experts	4961 Lamb Drive, Oak Lawn, IL 60453	Sub-Contractor	\$87,968	
A-1 Pestmasters Exterminating	1943 W. 63rd Street, Chicago, IL 60636	Sub-Contractor	\$8,660	MBE
Accurate/Soda Strip Systems	13261 W. Pine Grove Ct., Lockport, IL 60441	Sub-Contractor	\$7,400	
Ace Metals	1855 High Grove Lane, Naperville, IL 60540-3931	Sub-Contractor	\$29,550	
Alan & Associates	419 Ogden Avenue, Clarendon Hills, IL 60514	Sub-Contractor	\$4,278	
Allied Waste	2608 S. Damen, Chicago, IL 60608	Sub-Contractor	\$77,500	
Aramark	5648 S. Archer Avenue, Chicago, IL 60638	Sub-Contractor	\$40,000	Participating Parties TBD
Arrow Messenger Service	1332 W. Walton, Chicago, IL 60622	Sub-Contractor	\$1,000	WBE
B&F Coffee Service	3535 Commercial Avenue, Northbrook, IL 60062-1848	Sub-Contractor	\$1,700	
BA Florist	1000 West Randolph, Chicago, IL 60607	Sub-Contractor	\$40,000	
Brickman Group	401 North Oakley Blvd., Chicago, IL 60612	Sub-Contractor	\$60,000	Participating Parties TBD
Bright Electric Supply	217 N. Western, Chicago, IL 60612	Sub-Contractor	\$81,600	
Cable Communications	6200 S. Oakley, Chicago, IL 60636	Sub-Contractor	\$2,500,000	WBE
Carnow Connibear	300 West Adams St., Suite 1200, Chicago, IL 60606	Consultant	\$243,805	WBE
City Wide Fire Equipment	2919 W. Irving Park Rd., Chicago, IL 60618-3511	Sub-Contractor	\$11,640	
Commercial Alarm Systems	469 W. Fullerton, Elmhurst, IL 60186	Sub-Contractor	\$23,000	
Coyne Textile Services	3301 W. 47th, Chicago, IL 60632	Sub-Contractor	\$21,800	
CTL Group	5400 Old Orchard Rd, Skokie, IL 60077	Consultant	\$7,000	
Delta Barriers	2201 Curtiss Street, Downers Grove, IL 60515	Sub-Contractor	\$4,400	
Desmond and Associates	2250 Point Blvd., Suite 345, Elgin, IL 60123	Consultant	\$11,100	
Door Systems	751 Expressway Drive, Itasca, IL 60143	Sub-Contractor	\$4,700	
Dynamic Door	1165 Deep Woods Drive, Elgin, IL 60120	Sub-Contractor	\$15,820	
Energy USA	1500 163th Street, Hammond, IN 46324	Sub-Contractor	\$2,250,000	
Flooring Solutions	9674 River Street, Shiller Park, IL 60176	Sub-Contractor	\$23,413	
Folgers Architects	819 S. Wabash, Suite 700, Chicago, IL 60605	Consultant	\$48,220	
Freemont Water Treatment	P.O. Box 67, 4400 Valley Industrial Blvd. North, Shakopee, MN 55379	Sub-Contractor	\$25,232	
Fullerton Industrial Supply	1456 W. Fullerton Ave. Chicago, Illinois 60614	Sub-Contractor	\$5,000	MBE
Gabes Installations	3130 N. Elston Ave., Chicago, IL 60618	Sub-Contractor	\$74,000	MBE
Glavin Security	1010 W. Jackson Blvd., Chicago, IL 60607	Sub-Contractor	\$17,480	
Grainger	5959 West Howard Street, Niles, IL 60714	Sub-Contractor	\$23,000	
Henneman Engineering	1605 S. State St., Champaign, IL 61820	Consultant	\$142,000	
HOH Engineering	50 East Jackson Blvd., Suite 600, Chicago, IL 60604	Consultant	\$820,500	
ICI Dulux Paint	31033 Network Place, Chicago, IL 60673	Sub-Contractor	\$13,200	

Schedule of Retained Parties

Illinois Paving Snow Removal	1800 W. Armitage, Chicago, IL 60622	Sub-Contractor	\$3,000
Imagistics	7555 E. Hampden Ave, Suite 200, Denver, CO 80231	Sub-Contractor	\$1,800
Inland Diesel	P.O. Box 68-9633, Milwaukee, WI, 53268	Sub-Contractor	\$8,300
Johnson Controls	3007 Malmo Drive, Arlington Heights, IL 60005	Sub-Contractor	\$40,000
L&M Roofing	310 Melvin Drive, Suite 19, Northbrook, IL 60062	Sub-Contractor	\$5,700
Laural Supplies	2500 West lake Street, Chicago, IL 60612	Sub-Contractor	\$59,626
M2 Create	213 N. Morgan, 3-E, Chicago, IL 60607	Consultant	\$45,400
Mack & Associates	100 North LaSalle Street, Suite 2110, Chicago, IL 60602	Sub-Contractor	\$11,000
McKinnie & Sons Painting	12000 S. Marshfield, Calumet Park, IL 60827	Sub-Contractor	\$4,000
McMaster Carr	P.O. 7690, Chicago, IL 60680	Sub-Contractor	\$41,000
MTH Industries	One MTH Plaza, Hillside, IL 60162	Sub-Contractor	\$18,000
Murphy Miller HVAC	2073 Payshire Circle, Chicago, IL 60674	Sub-Contractor	\$46,000
Neopost	P.O. Box 45800, San Francisco, CA 94145	Sub-Contractor	\$1,000
Nextel	P.O. Box 790051, St. Louis, MO 63179	Sub-Contractor	\$48,000
On-Guard	8036 Prairie Court, Tinley Park, IL 60477	Sub-Contractor	\$1,800
P&M National Sales	708 County Line Road, Bensenville, IL 60106	Sub-Contractor	\$17,800
People's Energy	130 E. Randolph, Chicago, IL 60601	Sub-Contractor	\$9,700
Rex Electric	920 National Avenue, Addison, IL 60101	Sub-Contractor	\$16,000
Ricoh	225 W. Wacker Drive, Suite 1515, Chicago, IL 60606	Sub-Contractor	\$3,972
Roughneck Concrete	8400 LeHigh Ave., Morton Grove, IL 60053	Sub-Contractor	\$300
Schindler Elevator	15510 S. Wentworth, South Holland, IL 60473	Sub-Contractor	\$493,644
Security Management & Inv. (Star Security)	P.O. Box 660501, Dallas, TX 75266	Sub-Contractor	\$1,003,000
Siemens	580 Slawin Ct., Mount Prospect, IL 60056	Sub-Contractor	\$39,948
Skyline	OS480 Wilmar Ct., Winfield, IL 60190	Sub-Contractor	\$37,700
Standard Companies	2601 S. Archer, Chicago, IL 60608	Sub-Contractor	\$195,000
Steiner Electric	1250 Touhy, Elk Grove Village, IL 60007	Sub-Contractor	\$10,500
Stern Corporation	16912 S. Lathrop. Harvey, IL 60426	Sub-Contractor	\$20,000
Tee Jay Service Company	951 Raddant Road, Batavia, IL 60510	Sub-Contractor	\$15,000
Tennant	P.O. Box 71414, Chicago, IL 60694	Sub-Contractor	\$6,400
Triad Consulting	118 N. Clinton St., Suite 200, Chicago, IL 60661	Sub-Contractor	\$43,200
Triangle Decorating Company	2206 S. Lively Blvd., Elk Grove Village, IL 60007-5210	Sub-Contractor	\$51,475
Universal Asbestos Removal	20W201 101st Street, Suite D, Lemont, IL 60439	Sub-Contractor	\$15,000
Universal Insulation, Inc	20W201 101st Street, Suite D, Lemont, IL 60439	Sub-Contractor	\$15,000
University of Chicago	4834 W. Foster, Chicago, IL 60630	Sub-Contractor	\$125
Waste Remedies	120 South Riverside Plaza, Suite 1666 Chicago, IL 60606	Sub-Contractor	\$6,000
Wiss Jenny Elstner	330 Pfingsten Road, Northbrook, IL 60062	Consultant	\$10,000
Xerox	770 North Halsted St., Suite 207, Chicago, IL 60622	Sub-Contractor	\$3,680
York Chiller Maintenance	P.O. Box 951101, Dallas, TX 75395-1101	Sub-Contractor	\$80,000
			MBE Participation

**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: PROPERTY MANAGEMENT (DALEY CENTER)

Project Number: PS 914

FROM:

A&R Janitorial

(Name of MBE or WBE)

MBE WBE

TO:

MB REAL ESTATE SERVICES, LLC

(Name of General Bidder)

and Public Building Commission of Chicago

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

a Sole Proprietor

a Corporation

a Partnership

a Joint Venture

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

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

FULL JANITORIAL SERVICES

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

\$250,730.26 monthly

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

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

N/A % 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:

A&R Janitorial Service Inc.

Name of MBE/WBE Firm (Print)

January 9, 2007

Date

708-656-8300

Phone

Signature

Deborah Pintor

Name (Print)

IF APPLICABLE:

By:

N/A
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) 744-4980
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

October 6, 2006

Deborah Pintor, President
A & R Janitorial Service, Inc.
5234 W. 25th Street
Cicero, Illinois 60804

Dear Ms. Pintor:

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

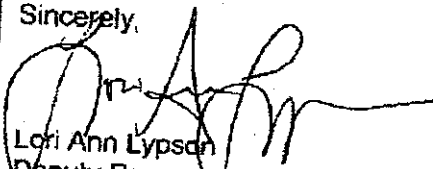
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

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

Building Maintenance; Janitorial Services

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

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

rg



**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: PROPERTY MANAGEMENT (DALEY CENTER)

Project Number: PS 914

FROM:

A Perfect Sign, Inc
(Name of MBE or WBE)

MBE WBE

TO:

MB REAL ESTATE SERVICES, LLC
(Name of General Bidder)

and Public Building Commission of Chicago

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

a Sole Proprietor
 a Partnership

a Corporation
 a Joint Venture

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

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

Design, Fabricate and installation of
Architectural graphics and signage

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

As determined

**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:

NA

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.

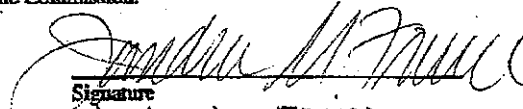
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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:

A Perfect Sign, Inc.
Name of MBE/WBE Firm (Print)
January 9, 2007
Date
312-902-8618
Phone


Signature
Jonda M Froun
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>

July 25, 2006

Jandra M. Fraire, President
A Perfect Sign, Inc.
220 S. State Street, Suite 2200
Chicago, Illinois 60604

Dear Ms. Fraire:

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/WBE** certification **until June 1, 2007.**

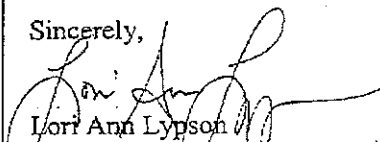
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

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

Graphic and Architectural Signage

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

Sincerely,



Lori Ann Lypson
Deputy Procurement Officer

mck

NEIGHBORHOODS



**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:

Art Pest Master Exterminating Co, Inc
Name of MBE/WBE Firm (Print)

[Signature]
Signature

Date 01-10-07

ISAAC HILL
Name (Print)

Phone _____

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone _____

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
131 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2969 (TTY)
<http://www.cityofchicago.org>

October 1, 2006

Isaac Hill, President
A-1 PestMasters Exterminating Company, Inc.
1943 W. 63rd Street
Chicago, Illinois 60636

Dear Mr. Hill:

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 May 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):

Pest Control Services

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/gk



**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:

Arrow Messenger Service, Inc.

Name of MBE/WBE Firm (Print)

January 9, 2007

Date
773 489-6688

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Barbara Toomey

Signature

Barbara Toomey

Name (Print)

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>

July 25, 2006

Phyllis Apelbaum, President
Arrow Messenger Service, Inc.
1322 W. Walton
Chicago, Illinois 60622

Dear Ms. Apelbaum:

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 **April 1, 2007**.

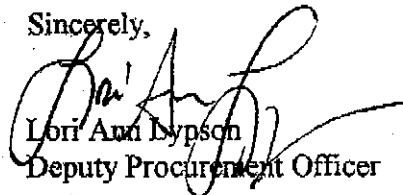
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

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

Same Day Truck Delivery Services; Messenger Services; Temporary Employment Services; On-Site package Interception Services; On-Site Mail Room, copy Room and Office Staffing

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

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

rg



**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: PROPERTY MANAGEMENT (DALEY CENTER)

Project Number: PS 914

FROM:

Cable Communications, Inc.

MBE _____ WBE X

(Name of MBE or WBE)

TO:

MB REAL ESTATE SERVICES, LLC

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.

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

Electrical Labor & Material

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

2.5 Million

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:
NA

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.

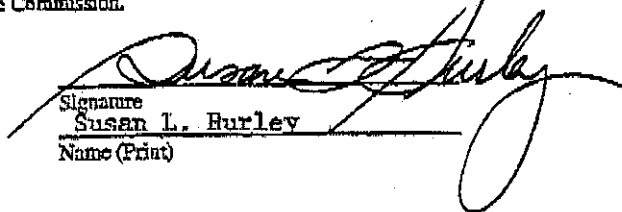
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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:

Cable Communications, Inc.
Name of MBE/WBE Firm (Print)
1/9/07
Date
(773)925-1344
Phone


Signature
Susan L. Hurley
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

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

RCVD SEP 11 '06



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) 744-9900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

August 30, 2006

Susan L. Hurley, President
Cable Communications, Inc.
6200 South Oakley Avenue
Chicago, Illinois 60636

Dear Ms. Hurley:

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.**

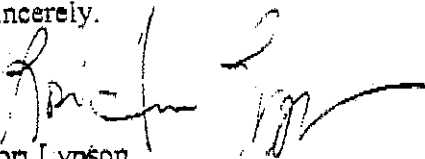
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

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

Electrical and Communications Contractor

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

Sincerely,


Lon Lypson
Deputy Procurement Officer

mck



Metra

547 W. Jackson Blvd.

Chicago, Illinois 60661

Telephone: 312-322-6900

TTY# 1-312-322-677-

August 12, 2005

Ms. Susan L. Hurley
CABLE COMMUNICATIONS, INC.
6200 S. Oakley Avenue
Chicago, IL 60636

Dear Ms. Hurley:

The Illinois Unified Certification Program (IL UCP) is pleased to notify you that your firm has met the requirements for certification as a bona fide Disadvantaged Business Enterprise (DBE) in accordance with IL UCP policies and procedures, and Title 49 Part 26 of the Code of Federal Regulations.

Your certification is approved for a period of five (5) years and will expire on September 1, 2010. In order to maintain your certification with the IL UCP, you must submit an annual update that will be sent to you at least ninety (90) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept up to date by submitting the required documentation as necessary.

If there is any change in the ownership or control of your firm, you must notify the certifying agency immediately. Failure to report any of these changes to your certifying agency or violation of the rules of the DBE Program may result in the revocation of your certification or other possible legal actions as set forth by Title 49 Part 26 of the Code of Federal Regulations.

Your firm's name will appear in the IL UCP DBE directory under the category of Construction and Miscellaneous specializing in 100% credit: electrical and communications contractor. The directory can be accessed via the Internet at [www. Metrarail.com](http://www.Metrarail.com) or by contacting your certifying agency.

Your participation on US DOT-assisted contracts will only be credited toward DBE goals in your firm's specific area of certification/specialty. Credit for participation in other areas requires additional proof of specialty resources, expertise and its corresponding support documentation.

Your certifying agency is Metra. Please direct all inquiries and any of your questions to the Metra DBE Department at (312) 322-6323.

Sincerely,



Sandi Llano, Director
Office of DBE Administration

(apprv ltr/cable communications, inc 8-12-05)

**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: PROPERTY MANAGEMENT (DALEY CENTER)

Project Number: PS 914

FROM:

Carnow, Conibear & Assoc., Ltd.
(Name of MBE or WBE)

MBE _____ WBE X

TO:

MB REAL ESTATE SERVICES, LLC
(Name of General Bidder)

and Public Building Commission of Chicago

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 September 1, 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.

Indoor air quality, mold, and asbestos, inspections, sampling and consulting.

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.
\$17,305.00.

**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

44 % 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:

Carnow, Conibear & Assoc., Ltd.

Name of MBE/WBE Firm (Print)

January 9, 2007

Date

312-762-2913

Phone

IF APPLICABLE:

By:

n/a

Joint Venture Partner (Print)

Date

Phone

Steven B. Genese
Signature

Name (Print)

n/a

Signature

Name (Print)

MBE WBE Non-MBE/WBE

* laboratory analysis



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 1, 2006

Shirley A. Conibear, President
Carnow, Conibear & Associates, Ltd.
300 West Adams St., Suite 1200
Chicago, Illinois 60606

Dear Ms. Conibear:

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):

**Occupational and Environmental Health Consulting;
Environmental Services Contractor;
Industrial Hygiene Laboratory Services; Construction Management**

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

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

mck



**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: PROPERTY MANAGEMENT (DALBY CENTER)

Project Number: PS 914

FROM:

Carnow, Conibear & Assoc., Ltd.
(Name of MBE or WBE)

MBE _____ WBE X

TO:

MB REAL ESTATE SERVICES, LLC
(Name of General Bidder)

and Public Building Commission of Chicago

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 September 1, 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.

136-503-5000
Services: Abatement Design and Project Management

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

\$226,500

**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

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.

Carnow Conibear & Assoc, Ltd.

Name of MBE/WBE Firm (Print)

January 9, 2007

Date

312-762-2928

Phone

[Signature]

Signature

David J. Koskowsky, M.S., CMAA

Name (Print)

IF APPLICABLE:

By:

N/A
Joint Venture Partner (Print)

Date

Phone

N/A

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>

September 1, 2006

Shirley A. Conibear, President
Carnow, Conibear & Associates, Ltd.
300 West Adams St., Suite 1200
Chicago, Illinois 60606

Dear Ms. Conibear:

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**.

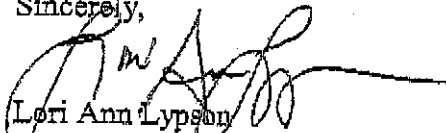
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

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

**Occupational and Environmental Health Consulting;
Environmental Services Contractor;
Industrial Hygiene Laboratory Services; Construction Management**

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

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

mck



**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: PROPERTY MANAGEMENT (DALEY CENTER)

Project Number: PS 914

FROM:

FULLERTON INDUSTRIAL SUPPLY INC
(Name of MBE or WBE)

MBE X WBE _____

TO:

MB REAL ESTATE SERVICES, LLC
(Name of General Bidder)

and Public Building Commission of Chicago

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 10-4-06. 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.

Supplies

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

as needed

**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:

FULLERTON INDUSTRIAL SUPPLY INC
Name of MBE/WBE Firm (Print)

1/9/07
Date

773-525-3003
Phone

Phone

[Handwritten Signature]
Signature

HENRY A BELTRAMBA
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE _____ WBE _____ Non-MBE/WBE _____

3127441235

dept of procurement line

05:43:15 p.m. 10-10-2006

1/1



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 4, 2006

Henry Bellagamba, President
Fullerton Industrial Supply, Inc.
1456 W. Fullerton Avenue
Chicago, IL 60614

Annual Certificate Expires:
Vendor Number:

October 1, 2007
308470

Dear Mr. Bellagamba:

We are pleased to inform you that Fullerton Industrial Supply, Inc. has been certified as a MBE by the City of Chicago. This MBE certification is valid until **October 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2007**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate Tax Return. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

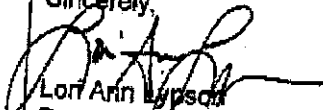
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Wholesaler of Industrial and Construction Supplies and Equipment, Disposal
Plastics and Specialty Items**

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lipscomb
Deputy Procurement Officer

LAL/bk

IL UCP HOST: City of Chicago



**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: PROPERTY MANAGEMENT (DALEY CENTER)

Project Number: PS 914

FROM:

GABES INSTALLATION SERVICE INC MBE WBE
(Name of MBE or WBE)

TO:

MB REAL ESTATE SERVICES, LLC 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 Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 7-18-2006. 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.

INSTALLATION FURNISH CARPET AND LABOR
INSTALLATION

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

CARPET MATERIALS \$54,000.00
CARPET INSTALLATION LABOR 20,000.00

**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:

GAGE'S INSTALLATION SERVICE INC.
Name of MBE/WBE Firm (Print)

[Signature]
Signature

1-10-07

GABRIEL MARATHON
Name (Print)

Date 7-23-463-9405

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

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>

July 18, 2006

Gabriel Marchan, President
Gabe's Installation Service, Inc.
3130 North Elston Avenue
Chicago, Illinois 60618

Dear Mr. Marchan:

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):

Sales and Installation of Tiles, Carpet, Drapery, Terrazzo, Blinds and Marble; Painting Services; Window Treatment

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

mck

NEIGHBORHOODS



**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**

NEW PROJECT: PROPERTY MANAGEMENT (DALEY CENTER)

Project No.: PS 914

FROM:

Launal Supply Corp.
(Name of MBE or WBE)

MBE _____ WBE

TO:

MB REAL ESTATE SERVICES, LLC 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 Corporation
 a Partnership a Joint Venture

The MBE status of the undersigned is confirmed by the attached Letter of Certification, date _____ in addition in the case where the undersigned is a Joint Venture with a new business partner, 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.

Plumbing - Heating Supplies

The following described services or goods are offered for the following price, with terms of payment as stipulated in the contract documents

59,626.00

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

PARTIAL PAY ITEMS

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

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

PERCENT CONTRACTING 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 entered 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.

This MBE/WBE firm will enter into a formal agreement for the above work with the General Bidder, conditioned upon the award 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.

Laurel Supply Corp
 Name of MBE/WBE Firm (Print)
1-9-03
 Date
312-666-1850
 Phone

Laurel Levy
 Signature
LAUREL LEVY
 Name (Print)

 Name of Bidder Partner (Print)

 Title

 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>

September 6, 2006

Arlene Lerner, President
Laural Supply Corporation
2500 West Lake Street
Chicago, Illinois 60612

Dear Ms. Lerner:

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 **May 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):

Sale of Industrial Supplies

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/ds



**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: PROPERTY MANAGEMENT (DALEY CENTER)

Project Number: PS 914

FROM:

E, McKinnie & Sons, LTD.
(Name of MBE or WBE)

MBE X WBE _____

TO:

MB REAL ESTATE SERVICES, LLC
(Name of General Bidder)

and Public Building Commission of Chicago

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 _____ 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.

Painting

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$70.00 per hour

**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:

E. McKinnie & Sons, LTD.

Name of MBE/WBE Firm (Print)

January 9, 2007

Date

708-389-1300

Phone



Signature

Edward T. McKinnie

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE WBE Non-MBE/WBE



Home | News | Events | City Departments | Site Map | Contact Us | Search for:

Go

For Residents

For Business

Exploring Chicago

Your Government

Directory of Certified Minority and/or Women Business Enter

Vendor Information for: E. Mckinnie & Sons, Ltd.

Address: 12000 S. Marshfield

CALUMET PARK IL
60827

Primary Contact: Edward Mc Kinnie, Sr.

Phone: (708)389-1300

Fax: (708)389-5190

MBE?: Y

WBE?: N

DBE?: Y

BEPD?: N

Certification Expiration Date: 04/01/2007

Specialty Areas:

Demolition Services

Floor Covering, Seamless (All Types)

Flooring

Hardwood Flooring

Nonslip Floor Coverings: Mats, Rolls, Strips, etc.

Painting

Tile, Floor and Wall, Ceramic, Glazed

Tile, Floor and Wall, Ceramic, Unglazed

Wall and Ceiling Repair and Replacement (Including Drywalling)

Department of Procurement Services Disclaimer

1-10-06

They have ^{not} received letter from
the Co/C yet.

**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

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:

ROUGHNECK CONCRETE DRILLING & SAWING CO.

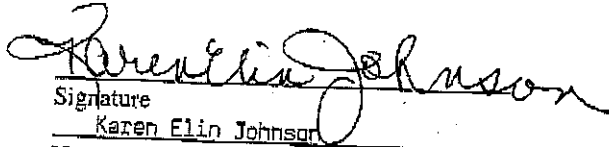
Name of MBE/WBE Firm (Print)

01/09/06

Date

(708) 966-6666

Phone



Signature

Karen Elin Johnson

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

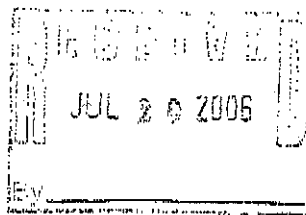


City of Chicago
Richard M. Daley, Mayor

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>



July 13, 2006

Karen Johnson, President
Roughneck Concrete Drilling and Sawing Co.
8400 Lehigh Avenue
Morton Grove, Illinois 60053

Dear Ms. Johnson:

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 April 1, 2007**.

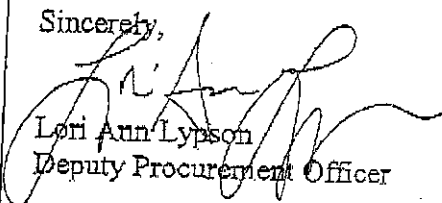
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

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

Concrete Sawing and Drilling; Sale of Concrete Cutting Equipment

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

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

mck



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: PROPERTY MANAGEMENT (DALEY CENTER)

Project Number: PS 914

FROM:

STAR Detective & Security Agency
(Name of MBE or WBE)

MBE WBE

TO:

MB REAL ESTATE SERVICES, LLC
(Name of General Bidder)

and Public Building Commission of Chicago

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

a Sole Proprietor
 a Partnership

a Corporation
 a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 12/18/2006. 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.

Security Guard Services

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

To Be Determined

**SCHEDULE C - Letter of Intent from MBE/WBE
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

Sub
PK

% 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:

STAR Detective Security Agency

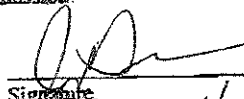
Name of MBE/WBE Firm (Print)

1/9/06

Date

777-874-1906 x225

Phone



Signature

James Hunkabe

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. Lypson
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>

December 8, 2006

Almeda E. Dunn, President
Star Detective & Security Agency, Inc.
813 East 75th Street
Chicago, Illinois 60619

Annual Certificate Expires: April 1, 2008
Vendor Number: 822598

Dear Ms. Dunn:

We are pleased to inform you that **Star Detective & Security Agency, Inc.** has been certified as a **MBE/WBE** by the City of Chicago. This **MBE/WBE** certification is valid until **April 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **April 1, 2008**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

**Uniformed Security Contractor; Private Investigation Services;
Private Alarm Contractor**

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori A. Lypson
Deputy Procurement Officer

LAL/ds



**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:

Triad Consulting Services, Inc.

Name of MBE/WBE Firm (Print)

01/09/07

Date

(312)863-2500

Phone

Signature

Nikki M. Zollar

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. Lampkin
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>

July 12, 2006

Doris Zollar
Triad Consulting Services, Inc.
118 North Clinton, Suite 200
Chicago, Illinois 60661

Dear Ms. Zollar:

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):

Janitorial Services; Facilities Management; Information Technology Consultant; Food Concessionaire; Business and Health Care Consulting; Public Relations; Retail Sales of Alcoholic Beverages and Non-Alcoholic Beverages

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

Sincerely,

Lori Ann Lypton
Deputy Procurement Officer

LL/wa



3127441235

dept of procurement line

03:09:41 p.m. 01-09-2007

2/2



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>

January 5, 2007

Ms. Nikki M. Zollar, President
Triad Consulting Services, Inc.
118 N. Clinton Street, Suite 200
Chicago, IL 60661

Annual Certificate Expires: August 1, 2008
Vendor Number: 1048644

Dear Ms. Zollar:

We are pleased to inform you that **Triad Consulting Services, Inc.** has been certified as a **MBE** and **WBE** by the City of Chicago. This **MBE/WBE** certification is valid until **August 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **August 1, 2008**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

**Janitorial Services, Janitorial Supplies, Advertising and Public Relations,
Business Consulting, Health Care Management, Facilities Management,
Information Technology, Beverage Supply**

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Douglas W. Yerkes, P.E.
First Deputy Procurement Officer

DWY



**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: PROPERTY MANAGEMENT (DALEY CENTER)

Project Number: PS 914

FROM:

Universal Asbestos Removal, Inc. MBE X WBE _____
(Name of MBE or WBE)

TO:

MB REAL ESTATE SERVICES, LLC 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.

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

Asbestos Abatement

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

TBD

**SCHEDULE C - Letter of Intent from MBE/WBE
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

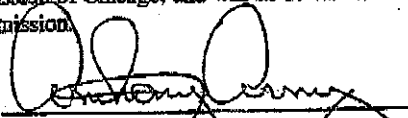
0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

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:

Universal Asbestos Removal, Inc.
Name of MBE/WBE Firm (Print)
01/09/07
Date
630-972-1030
Phone


Signature
Anthony Arrijo
Name (Print)

IF APPLICABLE:
By:

Joint Venture Partner (Print)

Date

Phone

Signature

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

December 29, 2006



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>

Anthony Armijo, President
Universal Asbestos Removal, Inc.
20W201 101st Street, Suite D
Lemont, Illinois 60439

Annual Certificate Expires: August 1, 2008
Vendor Number: 882330

Dear Mr. Armijo:

We are pleased to inform you that **Universal Asbestos Removal, Inc.** has been certified as a **MBE** by the City of Chicago. This **MBE** certification is valid until **August 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **August 1, 2008**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Lead Abatement; Asbestos Removal

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lydson
Deputy Procurement Officer

LAL/ds



**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: PROPERTY MANAGEMENT (DALEY CENTER)

Project Number: PS 914

FROM:

Universal Insulation, Inc.

MBE X WBE _____

(Name of MBE or WBE)

TO:

MB REAL ESTATE SERVICES, LLC

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.

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

HVAC Mechanical Insulation

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

TBD

**SCHEDULE C - Letter of Intent from MBE/WBE
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:

Universal Insulation, Inc.

Name of MBE/WBE Firm (Print)

01/09/07

Date

630-972-0906

Phone

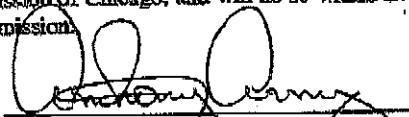
IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone


Signature
Anthony Armijo
Name (Print)

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>

July 10, 2006

Mr. Anthony Armijo, President
Universal Insulation, Inc.
20W201 101st Street - Suite D
Lemont, Illinois 60439

Dear Mr. Armijo:

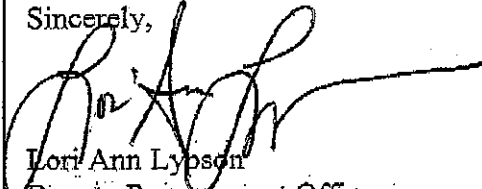
The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department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

Mechanical Insulation Contractor

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

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

mck...
...
...



**EXHIBIT 9 - 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.

- (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 or 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 court, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

