

# PUBLIC BUILDING COMMISSION OF CHICAGO



AGREEMENT  
CONTRACT NUMBER PS1682B  
WITH  
CUSHING & COMPANY  
TO PROVIDE  
COMPREHENSIVE DIGITAL CONSTRUCTION PRINTING SERVICES  
FOR  
VARIOUS PBC PROJECTS

---

Mayor Richard M. Daley  
Chairman

Erin Lavin Cabonargi  
Executive Director

Richard J. Daley Center, Room 200  
50 West Washington Street  
Chicago, Illinois 60602  
[www.pbcchicago.com](http://www.pbcchicago.com)

**EXECUTION PAGE**  
**COMPREHENSIVE DIGITAL CONSTRUCTION PRINTING SERVICES  
FOR VARIOUS PBC PROJECTS  
PS1682B**

**THIS AGREEMENT** to provide comprehensive digital construction printing is effective as of September 1, 2009 but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **Cushing & Company**, with offices at 420 W. Huron, Chicago, IL 60654, (the "**Vendor**").

**Background Information – Recitals**

**Whereas**, the Commission requires comprehensive digital construction printing described in the Agreement in connection with various Projects and desires to retain the Vendor on the terms and conditions set forth in the Agreement to perform such Services. The Vendor desires to be so retained by the Commission and has represented to the Commission that the Vendor has the knowledge, skill, experience and other resources necessary to provide comprehensive digital construction printing and the Services in the manner provided by the Agreement.

**Whereas**, the Vendor has consulted with the Commission, reviewed this Agreement, and taken such other actions as the Vendor deemed necessary or advisable to make itself fully acquainted with the scope and requirements of the Project and the Services. The Vendor represents that it is qualified and competent by education, training and experience to provide comprehensive digital construction printing and rendering the services necessary to complete the Project in accordance with standards of reasonable professional skill and diligence.

**Whereas**, the Commission has relied upon the Vendor's representations in selecting the Vendor.

NOW THEREFORE, the parties agree on the terms and conditions that follow:

PUBLIC BUILDING COMMISSION OF CHICAGO

Richard M. Daley  
Mayor Richard M. Daley  
Chairman

Date: \_\_\_\_\_

ATTEST:

Edgwick Johnson  
Edgwick Johnson  
Secretary

Date: 12-8-09

CUSHING & COMPANY.:

Cathleen Cushing Duff  
Cathleen Cushing Duff  
President

Date: 10/29/2009

AFFIX CORPORATE  
SEAL, IF ANY, HERE

County of: COOK

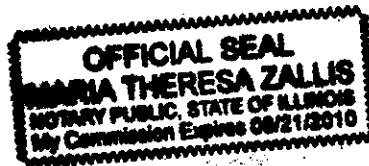
State of: ILLINOIS

Subscribed and sworn to before me by CATHLEEN C. DUFF on behalf of Vendor this 29<sup>th</sup> day of

OCT, 20 09

Maria Theresa Zallis  
Notary Public

My Commission expires:  
(SEAL OF NOTARY)



Approved as to form and legality

Jacinta Epting  
Neal & Leroy, LLC

Date: 11-25-09

# PUBLIC BUILDING COMMISSION OF CHICAGO

## TERMS AND CONDITIONS

### COMPREHENSIVE DIGITAL CONSTRUCTION PRINTING SERVICES FOR VARIOUS PBC PROJECTS PS1682B

1. Definitions. The following phrases have the same meanings for purposes of this Agreement.
  - a. **Agreement** means this agreement for the provision of comprehensive digital construction printing, including all exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made in accordance with the terms hereof.
  - b. **Authorized Commission Representatives.** One or more persons designated in writing by the Executive Director for the purposes of assisting the Commission in managing the Contract. As specifically directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission
  - c. **Commission** as herein referred to shall include the Public Building Commission of Chicago, the Commission's Chairman, Secretary, Assistant Secretary, Executive Director, Director of Construction, Managing Architect, Project Manager, or designated consultant or consultants, acting on behalf thereof, as designated by the Commission in writing, for the purpose of giving authorizations, instructions, and/or approval pursuant to this Agreement.
  - d. **Key Personnel** means those job titles and persons as identified in those positions as identified in Vendor's proposal and accepted by the Commission. (Refer to Attachment B)
  - d. **Contractor or Vendor** means the company or other entity identified in this agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of this Agreement.
  - e. **Project** means the provisioning of comprehensive digital construction printing as specified in this Agreement.
  - f. **Services** means, collectively, the services, duties and responsibilities that are necessary to allow the Vendor to provide the Services required by the Commission under this agreement.
  - g. **Sub-consultant or Sub-vendor** means a firm hired by the Vendor to perform professional services related to provide comprehensive digital construction printing of the Project.
  - h. **User Agency** means the municipal corporation that requested the Commission to undertake the construction and/or improvement of the Project.
2. Incorporation of Documents. The documents identified below in this paragraph are hereby incorporated in and made a part of this Agreement. By executing this Agreement, Vendor acknowledges and agrees that Vendor is familiar with the contents of each of such documents and will comply fully with all applicable portions thereof in performing the Services.
  - a. Project Documents. The plans and specifications for the Project, to the extent that plans and specifications for the Project have been prepared, as set forth and described in this Agreement (the "Project Documents").
  - b. Policies Concerning MBE and WBE. The Commission's policies concerning utilization of

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minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.

### 3. Engagement and Standards for Performing Services.

a. Engagement. The Commission hereby engages the Vendor, and the Vendor hereby accepts such engagement, to provide the Services described in this agreement. Requests for services will be provided to the Vendor in paper form or by electronic means as the same may be amended in writing, from time to time by mutual agreement of the Commission and the Vendor.

b. Performance Standard. The Vendor represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by Vendors performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. If in the course of performing the Services, Vendor identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Vendor shall promptly provide notice to the Commission. The Vendor further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Vendor to perform the Services in the manner required by the Agreement.

c. Vendor's Personnel. Vendor must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Vendor must maintain current copies of any such licenses and provide these copies upon request by the Commission. Vendor remains responsible for the professional and technical accuracy of all Services furnished, whether by the Vendor or others on its behalf. All deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.

d. Confidentiality. Vendor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Vendor must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of its Services. Vendor must at all times act in the best interests of the Commission and User Agency consistent with Vendor's professional obligations assumed by Vendor in entering into this Agreement. Vendor promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests. Vendor must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission.

e. Independent Contractor. In performing the Services under this Agreement, Vendor shall at all times be an independent vendor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent vendor, Vendor is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

f. Limitations on Sub-Consultants. Vendor must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

g. Failure to Meet Performance Standard. If the Vendor fails to comply with its obligations under the standards of the Agreement, the Vendor 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

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payment for any of the Services by the Commission does not relieve Vendor of its responsibility to render the Services and deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Vendor, either under the Agreement, at law or in equity.

h. Changes to the Services. The Commission may from time to time, request changes to the terms of the Agreement or in the Scope of Services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the Commission and Vendor, shall be incorporated in a written amendment to this Agreement. The Commission shall not be liable for any changes absent such written amendment.

#### 4. Duties and Obligations of Vendor

a. Nondiscrimination. The Vendor agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq. the Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, inclusive and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2004, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Vendor will furnish such reports and information as requested by the Commission and the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.

b. Employment Procedures, Preferences and Compliances. Salaries of employees of Vendor performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act). The Vendor shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Vendor, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Vendor to the respective employees to whom they are due.

c. Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in paragraph 2 above, the Vendor agrees to use best efforts to utilize minority business enterprises for not less than twenty five percent (25%) for MBE and five percent (5%) for WBE of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, concerning participation of minority business enterprises and women business enterprises on contracts awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

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d. Delays. The Vendor agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Vendor to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.

e. Records. The Vendor shall maintain accurate and complete records of expenditures, costs and time incurred by Vendor in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Vendor's offices upon reasonable notice during normal business hours. Vendor shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.

f. Time of Essence. The Vendor acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Vendor agrees to use its best efforts to expedite performance of the Services and performance of all other obligations of the Vendor under this Agreement and any other agreements entered into by the Commission which are managed or administered by the Vendor as a result of the Vendor's engagement hereunder.

g. Compliance with Laws. In performing its engagement under this Agreement, the Vendor shall comply with all applicable federal, state and local laws, including but not limited to, those referenced in subparagraphs (a) and (b) above and in the documents referred to in paragraph 2 of this Agreement.

h. Progress Meetings. Meetings to discuss the progress of the Project and/or to review the performance of the Vendor may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Vendor agrees to cause such meetings to be attended by appropriate personnel of the Vendor engaged in performing or knowledgeable of the Services.

i. Defects in Project. The Vendor shall notify the Commission immediately in the event the Vendor obtains knowledge of a defect in the Project or circumstances which could result in a Project delay or cost overrun.

### 5.0 Term of Performance

a. Term of Performance. This Agreement takes effect as of the date on the Execution Page ("Effective Date") and continues for two years or until this Agreement is terminated in accordance with its terms, whichever occurs first. The Commission and the Vendor may, from time to time, by mutual agreement, extend the term of this Agreement by amending this Agreement.

#### b. Agreement Extension Option

The Commission may elect to extend this Agreement for two additional one year term in the aggregate under the same terms and conditions as this original Agreement, by notice in writing to the Vendor.

c. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Vendor at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Vendor hereunder with respect to all or any part of the Services, by written notice given to the Vendor at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Vendor

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from liability for the performance of any obligation of the Vendor under this Agreement performed or to have been performed by the Vendor on or before the effective date of termination or suspension. Provided the Vendor is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Vendor, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Vendor for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Vendor for any loss, cost or damage which the Vendor or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Vendor for actual expenses approved by the Commission.

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

6. Compensation of Vendor; Reimbursement for Expenses. The Commission shall compensate the Vendor for the Services in the manner set forth Schedule B of this Agreement.

7. Rights and Obligations of Commission. In connection with the administration of the Project by the Commission and the performance of this Agreement by the Vendor, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:

a. Information. The Commission shall provide the Vendor all reasonably requested information concerning the Commission's requirements for the Project and the Services.

b. Review of Documents. Subject to the provisions of subparagraph 4 (d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Vendor and render decisions pertaining thereto with reasonable promptness.

c. Designated Representatives. The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.

d. Ownership of Documents. All documents, data, studies and reports prepared by the Vendor or any party engaged by the Vendor, pertaining to the Project and/or the Services shall be the property of the Commission including copyrights.

e. Audits. The Commission shall have the right to audit the books of the Vendor on all subjects relating to the Project and/or the Services.

8. Indemnification of Commission. The Vendor hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Vendor or any person employed by the Vendor to the maximum extent permitted by applicable law.

9. Insurance to be Maintained by Vendor. The Vendor shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and



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the Vendor, insurance coverage as set forth in [Schedule C] of this agreement.

### 10. Default.

a. Events of Default. Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:

i. Failure or refusal on the part of the Vendor duly to observe or perform any obligation or agreement on the part of the Vendor contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been give to the Vendor by the Commission;

ii. Failure of Vendor to perform the Services to the standard of performance set forth in this Agreement;

iii. Any representation or warranty of the Vendor set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;

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

v. There shall be commenced any proceeding against the Vendor seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Vendor's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Vendor's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.

b. Remedies. If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Vendor, in which event the Commission shall have no further obligations hereunder or liability to the Vendor except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

c. Remedies not Exclusive. No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or

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by statute or otherwise, and may be enforced concurrently therewith or from time to time.

### 11. Disputes.

a. General. 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 without limitation questions concerning permissibility of compensation, and all claims for alleged breach of contract, shall be presented in writing to the Executive Director for final determination.

b. Procedure. Requests for determination of disputes will be made by the Vendor in writing specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of the respective positions of the Vendor and the Project Manager; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identify any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. Vendor will promptly provide the Executive Director with a copy of the request for determination of the dispute. The Project Manager will have thirty (30) business days to respond in writing to the dispute by supplementing the submission or providing its own submission to the Executive Director. Failure by the Project Manager to respond will not be deemed to be an admission of any allegations made in the request for dispute resolution, but will be deemed to constitute a waiver of the opportunity to respond to such allegation(s), if any. The Executive Director's decision may thereafter be reached in accordance with such other information or assistance as she or he may deem reasonable, necessary or desirable.

c. Effect. The Executive Director's final decision will be rendered in writing no more than forty-five (45) business days after receipt of the response by the Project Manager was filed or was due unless the Executive Director notifies the Vendor that additional time for the decision is necessary. The Executive Director's decision will be conclusive, final, and binding on all parties. Vendor must follow the procedures set out in this Section and receive the Executive Director's final decision as a condition precedent to filing a complaint in the Circuit Court of Cook County or any other court.

The Vendor will not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period. The Executive Director's written determination will be complied with pending final resolution of the dispute.

12. Confidentiality. All of the reports, information, or data prepared or assembled by the Vendor under this Agreement are confidential, and the Vendor agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Vendor shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project or the Services.

13. Assignment. The Vendor acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Vendor and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Vendor, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Vendor.

14. Personnel. The Vendor further acknowledges that the Vendor has represented to the Commission the availability of certain members of the Vendor's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Vendor shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Vendor's staff, to the Project.

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15. Relationship of Parties. The relationship of the Vendor to the Commission hereunder is that of an independent vendor, and the Vendor, except to the extent expressly provided to the contrary in this agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an agreement of partnership, joint venture, or agency.

16. Miscellaneous.

a. Counterparts. This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.

b. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.

c. Force Majeure. Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Vendor under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Vendor is not in default of any obligation of the Vendor hereunder, the Commission shall pay to the Vendor, according to the terms hereof, all compensation and reimbursements due to the Vendor for periods up to the effective date of suspension.

d. Governing Law. This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.

e. No Waiver. The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.

f. Notices. All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Vendor at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Vendor may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph

g. Reimbursable Expenses. Reimbursable expenses include those actual expenditures as identified in schedule B to this Agreement which are made by the Consultant and payable by the Commission.

h. Severability. In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

i. Successors and Assigns. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

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j. Vendor's Authority. Execution of this Agreement by the Vendor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Vendor have been made with complete and full authority to commit the Vendor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

# **PUBLIC BUILDING COMMISSION OF CHICAGO**

## **SCHEDULE A SCOPE OF SERVICES**

### **COMPREHENSIVE DIGITAL CONSTRUCTION PRINTING SERVICES FOR VARIOUS PBC PROJECTS PS1682B**

The Vendor will provide cost-effective, high quality Comprehensive Digital Construction Printing Services for Commission issued construction bids. Services will be ordered on an as needed basis.

As construction Projects are identified, a Vendor will be assigned to provide the printing Services for that Project.

The Authorized Commission Representative will assist the Commission in managing the Services and will have the authority, as specifically directed by the Executive Director, to act on its behalf. The Commission will designate various individuals as Authorized Commission Representatives.

#### **Scope of Services**

The following are services typically required during a construction project phase. Other related services may be required from Vendor. During the bid phase there may be requests of 13 sets of 150 pages of a 30" x 42" sheet size or requests of a 15" x 21" sheet size and after the bid phase there may be requests for addendums of 10 sets of 8 pages.

#### **Services**

1. Full service in-house comprehensive digital construction printing services.
2. Provide digital bond printing from as large as 36"x 48" to as small as 12"x 18".
3. Provide innovative technology for document online management.
4. Capable of printing on at least 25% recycled paper products.
5. Capable of scanning documents as large as 36"x 48".
6. Capable of posting documents, both plans and specifications, as a PDF file that is viewable online on a password secure website.
7. Provide access to a website for online ordering of Construction Documents.
8. Capable of maintaining a chronological history set of all sheets in projects.
9. Ability to provide closeout CD's upon project completion.
10. Capable of printing Construction Documents as large as 11"x17" in color and/or black and white.
11. Ability to bind with GBC or coil binding.
12. Package and ship documents and specifications throughout Chicago metropolitan area.
13. Ability to coordinate pick ups and deliveries.
14. Provide a secure FTP site to post Construction Documents.
15. Provide a detailed summary of all orders placed.
16. Responsible for maintaining a up-to-date plan holders list.
17. Capable of providing maximum bond printing services up to 20 sets of 459 sheets at 36"x48" including 20 specification books at 1700 sheets 8.5"x11" with a 24 hour turn around time.
18. Allow Commission or Commission's Representative to upload directly on online project website, collaboration tool to keep all documents in a central place to be downloaded and worked on.
19. Access to provide online takeoffs when printing or ordering documents is not required.

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20. Provide and maintain a centralized file for all project documentation.
21. Orders will be placed by various Commission departments and Commission Authorized Representatives on an "as needed" basis. The Commission will not be obligated to any minimum or maximum quantities.
22. The vendor will be responsible for providing all labor, equipment, material and consumables necessary for the production of printed material by copying and/or offset printing.
23. Document quality is to meet the highest industry standards in terms of readability and overall appearance. Acceptable quality is solely determined by the Commission and Commission Authorized Representative.
24. Proofs may be required and are subject to Commission approval before completion of the project.
25. Any designs, drawings, pictures, blueprints, etc. provided by Commission and or the Commission Authorized Representatives for use in production of printed material involves property rights of the Commission and shall be held confidential by the vendor(s).
26. All packages, boxes, and cartons shall be labeled as to contents, Requisition number, project name and number and requester name.
27. All work completed will be subject to inspection and approval by the Commission and the Commission reserves the right to reject and refuse acceptance of work, which is not in accordance with the instructions, specifications, drawings, data or quality standards of same. Rejected work shall be at the expense of the vendor(s).

### **ADDITIONAL SERVICES**

Provide such additional Services as required by the Commission.

# **PUBLIC BUILDING COMMISSION OF CHICAGO**

## **SCHEDULE B COMPENSATION OF THE VENDOR**

### **COMPREHENSIVE DIGITAL CONSTRUCTION PRINTING SERVICES FOR VARIOUS PBC PROJECTS PS1682B**

#### **I. VENDOR'S MAXIMUM COMPENSATION**

A. The Commission shall pay the Vendor for the satisfactory performance of the Services as a Not-to-Exceed amount ("NTE") of \$100,000.00 over the initial term of this Agreement. Vendor will be compensated for Services provided as indicated on the attached vendor price list (Refer to Attachment A)

B. Vendor's fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, insurance, deliverables and any other costs incurred in preparation and submittal of deliverables.

#### **II. HOURLY RATES FOR VENDOR AND SUBCONTRACTOR PERSONNEL**

A. Hourly Rates for Vendor and Subcontractor personnel. All Vendor and subcontractor personnel and the hourly rate billable for each are subject to the prior approval of the Commission.

B. Hourly Rates for Vendor and Subcontractor personnel are provided in Vendor's Proposal, which is included as Attachment A. The hourly rates provided by the Vendor will be used to determine the costs for any work related to the project yet not included in Schedule A "Scope of Services."

#### **II. METHOD OF PAYMENT**

1. Invoices. Upon completion of an assigned printing Project, the Vendor will submit an invoice to the Commission for Services performed for that project. All invoices must reference the assigned Commission contract number.

2. Each invoice must be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subcontractor costs. In accordance with the terms of the Agreement, the Vendor must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain and the reasons for such variances.

3. Payment will be processed within 30 days after Commission receives an acceptable invoice from the Vendor.

4. Invoice Disputes. If the Commission disputes certain items in the Vendor's invoices, the amount not disputed will be paid in full. The amount in question must be resolved in accordance with the Claim and Disputes provisions of this Agreement.

#### **III. INVOICING**

The Vendor will submit one original of its monthly invoice to the Authorized Commission Representative for approval. Vendor invoice must include the Project Name, Contract Number and Requester Name.

# **PUBLIC BUILDING COMMISSION OF CHICAGO**

## **SCHEDULE C INSURANCE REQUIREMENTS**

### **COMPREHENSIVE DIGITAL CONSTRUCTION PRINTING SERVICES FOR VARIOUS PBC PROJECTS PS1682B**

The Vendor must provide and maintain at Vendor's own expense, until expiration or termination of the Agreement and during the time period following expiration if Vendor is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

#### **C.1. INSURANCE TO BE PROVIDED**

##### **C.1.1. Workers' Compensation and Employers Liability**

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

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

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission must be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

##### **C.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 Vendor must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission must be named as an additional insured on a primary, non-contributory basis.

##### **C.1.4. Professional Liability**

When any professional consultant performs work in connection with the Agreement, Professional Liability Insurance will be maintained with limits of not less than 1,000,000 covering acts, errors, or omissions. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement.

##### **C.1.5 Property**

The Vendor is responsible for all loss or damage to Commission property at full replacement cost. The Vendor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Vendor.

#### **C.2. ADDITIONAL REQUIREMENTS**

The Vendor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The



## PUBLIC BUILDING COMMISSION OF CHICAGO

Vendor must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Vendor is not a waiver by the Commission of any requirements for the Vendor to obtain and maintain the specified coverage. The Vendor will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Vendor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

Any deductibles or self-insured retentions on referenced insurance must be borne by Vendor.

The Vendor agrees that insurers waive their rights of subrogation against the Commission, its respective Board members, employees, elected and appointed officials, and representatives.

The insurance and limits furnished by Vendor in no way limit the Vendor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Commission do not contribute with insurance provided by the Vendor under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in the Agreement given as a matter of law.

If Vendor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Vendor must require all subcontractors to provide the insurance required in this Agreement, or Vendor may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Vendor unless otherwise specified in this Agreement.

If Vendor or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

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

# PUBLIC BUILDING COMMISSION OF CHICAGO

## EXHIBIT A DISCLOSURE OF RETAINED PARTIES

### COMPREHENSIVE DIGITAL CONSTRUCTION PRINTING SERVICES FOR VARIOUS PBC PROJECTS PS1682B

#### A. Definitions and Disclosure Requirements

1. As used herein, "Vendor" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").
2. Commission bids, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Vendor has retained or expects to retain with respect to the contract. In particular, the Vendor 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 Vendor is not required to disclose employees who are paid solely through the Vendor'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. Certification

Vendor hereby certifies as follows:

1. This Disclosure relates to the following transaction: Comprehensive Digital Construction Printing Services  
Description of goods or services to be provided under Contract: \_\_\_\_\_
2. Archiving and accessing digital and print documents for construction services.  
Name of Vendor: CUSHING & CO.
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Vendor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

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

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

4. The Vendor understands and agrees as follows:
- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Vendor's participation in the contract or other transactions with the Commission.
  - b. If the Vendor is uncertain whether a disclosure is required, the Vendor must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
  - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Vendor 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 Vendor and that the information disclosed herein is true and complete.

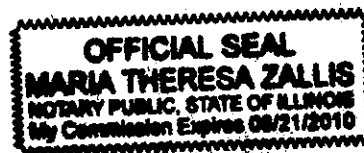
Cathleen Cushing Duff      10/29/2009  
Signature      Date

CATHLEEN CUSHING DUFF      PRESIDENT  
Name (Type or Print)      Title

Subscribed and sworn to before me

this 29<sup>th</sup> day of October 2009

Maria Theresa Zallis  
Notary Public



PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT B  
DISCLOSURE AFFIDAVIT

COMPREHENSIVE DIGITAL CONSTRUCTION PRINTING SERVICES  
FOR VARIOUS PBC PROJECTS  
PS1682B

Name: CUSHING & Co.  
Address: 420 W. HURON, CHICAGO, IL 60654  
Telephone No.: 312-266-8228  
Federal Employer I.D. #: 36-0969500 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 Vendor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned CATHLEEN CUFFAS PRESIDENT  
(Name) (Title)  
and on behalf of CUSHING AND COMPANY  
("Bidder/ Proposer" or "Vendor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Vendor is a: ☒ Corporation ☐ LLC  
☐ Partnership ☐ LLP  
☐ Joint Venture ☐ Not-for-Profit Corporation  
☐ Sole Proprietorship ☐ Other

# PUBLIC BUILDING COMMISSION OF CHICAGO

## SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization ILLINOIS

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 LLC  
(or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
CATHLEEN CUSHING DUFF	PRESIDENT	ALL OFFICERS AS DIRECTORS AND	
JOSEPH X. CUSHING	V.P./SECRETARY	F. JOHN CUSHING III	DIRECTOR
BRIAN S. BURKE	TREASURER	KATHRYN D. SCHAYER	DIRECTOR

d. 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
CATHLEEN CUSHING DUFF	6611 N. CHICAGO AVE CHICAGO, IL 60646	52.4 %
MARGARET CUSHING BURKE	129 N. PROSPECT PARK RIDGE, IL 60068	23.8 %
JOSEPH X. CUSHING	921 LINCOLN PARK RIDGE, IL 60068	23.8 %

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

N/A

f. 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 such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

## SECTION 2. PARTNERSHIPS

a. If the bidder/proposer or Vendor 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)

## PUBLIC BUILDING COMMISSION OF CHICAGO

Name of Partners (Print or Type)	Percentage Interest
N/A	%
	%
	%

### SECTION 3. SOLE PROPRIETORSHIP

N/A

- a. The bidder/proposer or Vendor 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)

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- 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)

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

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

N/A

If the bidder/proposer or Vendor 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)

## PUBLIC BUILDING COMMISSION OF CHICAGO

_____	_____
_____	_____
_____	_____

### SECTION 5. NOT-FOR-PROFIT CORPORATIONS

N/A

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. VENDOR CERTIFICATION

### A. VENDOR

1. The Vendor, or any affiliated entities of the Vendor, or any responsible official thereof, or any other official, agent or employee of the Vendor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Vendor or agent, partner, employee or officer of the Vendor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in violation

## PUBLIC BUILDING COMMISSION OF CHICAGO

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.<sup>3</sup>

3. The Vendor or any agent, partner, employee, or officer of the Vendor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Vendor 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 Vendor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
  - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
  - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

### B. SUB-VENDORS

1. The Vendor has obtained from all sub-vendors being used in the performance of this contract or agreement, known by the Vendor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Vendor, is not aware of any such sub-vendor or sub-vendor's affiliated entity or any agent, partner, employee or officer of such sub-vendor or sub-vendor'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 Vendor will, prior to using them as sub-vendors, obtain from all sub-vendor s to be used in the performance of this contract or agreement, but not yet known by the Vendor at this time, certifications substantially in the form of this certification. The Vendor shall not, without the prior written permission of the Commission, use any of such sub-vendors in the performance of this contract if the Vendor, based on such certifications or any other information known or obtained by Vendor, became aware of such sub-vendor, sub-vendor's affiliated entity or any agent, employee or officer of such sub-vendor or sub-vendor'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



## PUBLIC BUILDING COMMISSION OF CHICAGO

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 Vendor shall cause such sub-vendors to certify as to Section II(A)(5). In the event any sub-vendor is unable to certify to Section II(A)(5), such sub-vendor shall attach an explanation to the certification.

3. For all sub-vendors to be used in the performance of this contract or agreement, the Vendor shall maintain for the duration of the contract all sub-vendors' certifications required by Section II(B)(1) and (2) above, and Vendor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Vendor will not, without the prior written consent of the Public Building Commission of Chicago, use as sub-vendors any individual, firm, partnership, corporation, joint venture or other entity from whom the Vendor is unable to obtain a certification substantially in the form of this certification.
5. The Vendor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its sub-vendor with any subcontract if such sub-vendor was ineligible at the time that the subcontract was entered into for award of such sub-vendor. The Vendor 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 Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Vendor 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 Vendor 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 Vendor is unable to certify to any of the above statements [(Section II (C))], the Vendor shall explain below. Attach additional pages if necessary.

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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 sub-vendors are to be used in the performance of this contract or agreement, the Vendor shall cause such sub-vendors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any sub-vendor is unable to certify to any of the statements in this certification, such sub-vendor shall attach an explanation to this certification.

### D. OTHER TAXES/FEES

1. The Vendor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Vendor is unable to certify to the above statement, Vendor 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. PUNISHMENT

**A Vendor 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).**

## PUBLIC BUILDING COMMISSION OF CHICAGO

### F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Vendor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Vendor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Vendor 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.

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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.

### CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Vendor nor any affiliated entity of the Vendor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction<sup>5</sup>; (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 Vendor cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

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

### III. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Vendor 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 Vendor. Furthermore, Vendor shall comply with these certifications during the term and/or performance of the contract.

## PUBLIC BUILDING COMMISSION OF CHICAGO

### VERIFICATION

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

The Vendor 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.

Cathleen Cushing Duff  
Signature of Authorized Officer

CATHLEEN CUSHING DUFF  
Name of Authorized Officer (Print or Type)  
PRESIDENT

Title  
312-266-8228  
Telephone Number

State of Illinois

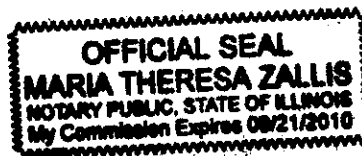
County of COOK

Signed and sworn to before me on this 29<sup>th</sup> day of October, 2009 by

CATHLEEN C. DUFF (Name) as PRESIDENT (Title) of

CUSHING & Co. (Bidder/Proposer or Vendor)

Maria Theresa Zallis  
Notary Public Signature and Seal



## PUBLIC BUILDING COMMISSION OF CHICAGO

### 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; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource 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).

# **PUBLIC BUILDING COMMISSION OF CHICAGO**

## **EXHIBIT C SPECIAL CONDITIONS REGARDING THE UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES**

### **1. Policy Statement**

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

### **2. Aspirational Goals**

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

### **3. Definitions**

- a. For purposes of this Special Condition, the following definitions applies:
  - (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women's Business Development Center.
  - (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women's Business Development Center.
  - (3) "Professional Service Contract" means a contract for professional services of any type.
  - (4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
  - (5) "Professional Service Provider" means any person or business entity that seeks to enter into a Professional Service Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.
  - (6) "Executive Director" means the Executive Director of the Commission or his or her duly designated representative as appointed in writing.
  - (7) "Good faith efforts" means actions undertaken by a Professional Service Provider to achieve a Contract

## PUBLIC BUILDING COMMISSION OF CHICAGO

Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.

(8) "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.

(9) "Minority" means:

- a. Any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:
  - i. African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;
  - ii. Hispanics, which includes persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race; and
- b. 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.

(10) "Minority-owned business enterprise" or "MBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged minority persons, or in the case of a publicly held corporation at least 51% 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.

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

(12) "Women-owned business enterprise" or "WBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged women or in the case of a publicly owned business, at least 51% 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.

#### 4. Determining MBE/WBE Utilization

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

- a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
- b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same sub-consultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub-consultant may be counted toward only one of the goals, not toward both.
- c. A Professional Service Provider may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among

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certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:

- (1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
  - (2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Professional Service Provider may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
  - e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
  - f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
  - g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.
5. Submission of Proposals
- a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.
    - (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women's Business Development Center.
    - (2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
    - (3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
    - (4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.
  - b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.
6. Evaluation of Compliance Proposals
- a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in

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soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

- b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.
- c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.

### 7. Request for Waiver

- a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
  - (1) Attendance at the Pre-proposal conference;
  - (2) The Proposer'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;
  - (3) Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-consultants;
  - (4) Timely notification of specific sub-consultants to minority and woman assistance agencies and associations;
  - (5) Description of direct negotiations with MBE and WBE firms for specific sub-consultants, 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.
  - (6) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.
  - (7) As to each MBE and WBE contacted which the Proposer considers to be not qualified, a detailed statement of the reasons for the Proposer's conclusion.
  - (8) Efforts made by the Proposer to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
  - (9) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Proposer, may grant a waiver request upon the determination that:
  - (1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Proposer;
  - (2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

### 8. Failure To Achieve Goals

- a. If the Professional Service Provider cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Professional Service Provider has



## PUBLIC BUILDING COMMISSION OF CHICAGO

made such good faith efforts, the performance of other Professional Service Providers in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Professional Service Provider's efforts to do the following:

- (1) Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
  - (2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
  - (3) Negotiating in good faith with interested MBEs or WBEs that have submitted proposals. 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 Professional Service Provider's failure to meet the goals, as long as such costs are reasonable.
  - (4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting proposals to meet the goals.
  - (5) Making a portion of the work available to MBE or WBE sub=consultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE sub-consultants and suppliers, so as to facilitate meeting the goals.
  - (6) Making good faith efforts despite the ability or desire of a Professional Service Provider to perform the work of a contract with its own organization. A Professional Service Provider that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
  - (7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
  - (8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Professional Service Provider.
  - (9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
  - (10) Effectively using the services of the Commission; minority or women community organizations; minority or women groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- b. In the event the Public Building Commission Procurement Officer determines that the Professional Service Provider did not make a good faith effort to achieve the goals, the Professional Service Provider may file a Dispute to the Executive Director as provided in Section 11 of the Terms and Conditions Section.
9. Reporting and Record-Keeping Requirements
- a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.
  - b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

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- c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to MBE and WBE sub-contractors.
10. Disqualification of MBE or WBE
- a. The Contract may be terminated by the Executive Director upon the disqualification of the Professional Service Provider as an MBE or WBE if the sub-consultant's status as an MBE or WBE was a factor in the award and such status was misrepresented by the Professional Service Provider.
  - b. The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the sub-consultant or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the sub-consultant or supplier was misrepresented by the Professional Service Provider. If the Professional Service Provider is determined not to have been involved in any misrepresentation of the status of the disqualified sub-consultant or supplier, the Professional Service Provider shall make good faith efforts to engage a qualified MBE or WBE replacement.
11. Prohibition On Changes To MBE/WBE Commitments
- a. The Professional Service Provider must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE sub-consultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a sub-consultant with the Professional Service Provider's own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Professional Service Provider to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.
12. MBE/WBE Substitution Requirements and Procedures
- a. Arbitrary changes by the Professional Service Provider of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Professional Service Provider shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Professional Service Provider of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:
    - (1) The Professional Service Provider must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.
    - (2) The Professional Service Provider's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c) financial incapacity; d) refusal by the sub-consultant to honor the proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the sub-consultant to meet insurance, licensing or bonding requirements; g) the sub-consultant's withdrawal of its proposal; or h) decertification of the sub-consultant as MBE or WBE.
    - (3) The Professional Service Provider's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Professional Service Provider; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.
    - (4) The Professional Service Provider's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached

## PUBLIC BUILDING COMMISSION OF CHICAGO

should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms.

(5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.

(6) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) working days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.

- b. The Executive Director will not approve extra payment for escalated costs incurred by the Professional Service Provider when a substitution of sub-consultants becomes necessary for the Professional Service Provider in order to comply with MBE/WBE contract requirements.
  - c. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Professional Service Provider to locate specific firms, solicit MBE and WBE proposals, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.
13. Non-Compliance
- a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Professional Service Provider's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.
  - b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.
14. Severability
- a. If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

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City of Chicago  
Mayor Richard M. Daley, Mayor

Department of  
Procurement Services

Michael M. Gayles  
Procurement Officer

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

August 21, 2009

Cathleen Cushing Duff  
**Cushing and Company**  
420 West Huron Street  
Chicago, Illinois 60610

**Annual Certificate Expires:**  
**Vendor Number:**

**July 1, 2010**  
**216217**

**Dear Ms. Duff:**

Congratulations on your continued eligibility for certification as a **WBE** by the City of Chicago. This **WBE** certification is valid until **July 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **July 1, 2010**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **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:

**Photocopy Services; Reprographics Services**

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **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,

Mark Hands  
Managing Deputy Procurement Officer

MH/la



SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

Sub-contractor, Sub-consultant, Sub-Contractor and/or Material Supplier (1 of 2)

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: COMPREHENSIVE DIGITAL CONSTRUCTION PRINTING SERVICES

Project Number: PS1682B

FROM:

CUSHING & CO. MBE \_\_\_\_\_ WBE X

(Name of MBE or WBE)

TO:

VARIOUS PROJECTS AT ~~and~~ Public Building Commission of Chicago

(Name of Professional Service Provider)

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.

ALL SERVICES WILL BE  
PROVIDED BY CUSHING & CO.

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

SEE ATTACHED PRICING SCHEDULE  
ATTACHMENT A

SCHEDULE C - Letter of Intent from MBE/WBE

To Perform As

Sub-contractor, Sub-consultant, Sub-vendor 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:

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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:

CUSHING & Co.

Name of MBE/WBE Firm (Print)

10/29/2009

Date

312-266-8228

Phone

IF APPLICABLE:

By:

N/A

Joint Venture Partner (Print)

Date

Phone

Cathleen Cushing Duff

Signature

CATHLEEN CUSHING DUFF

Name (Print)

Signature

Name (Print)

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

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

N/A

Name of Project: \_\_\_\_\_

STATE OF ILLINOIS        }  
  } SS  
COUNTY OF COOK        }

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

\_\_\_\_\_

Title

and duly authorized representative of

\_\_\_\_\_

Name of Professional Service Provider  
whose address is

\_\_\_\_\_

in the City of \_\_\_\_\_, State of \_\_\_\_\_

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

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

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

SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation

(2 of 2)

SUB-SUBCONTRACTING LEVELS

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

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

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

If more than 10% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

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

By:

\_\_\_\_\_  
Name of Professional Service Provider (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone

IF APPLICABLE:

By:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

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

\_\_\_\_\_  
Phone/FAX



# STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS

(1 of 2)

N/A

Name of Project \_\_\_\_\_ Contract Number \_\_\_\_\_

Date \_\_\_\_\_

STATE OF ILLINOIS }

} SS

COUNTY OF COOK }

In connection with the above-captioned contract:

I DECLARE AND AFFIRM that I

\_\_\_\_\_  
(Name of Affiant)

am the

\_\_\_\_\_ and duly authorized representative of

(Title)

\_\_\_\_\_  
(Name of Company)

whose address is

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above-captioned contract; that there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated; and that this is a full, true, and complete statement of all such MBEs/WBEs and of the amounts paid, due, and to become due to them:

MBE/WBE Name	Contract For	Amount of Contract	Total Previous Requests	Amount This Request	Balance to Complete
TOTALS					

STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS (2 of 2)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Date)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

Commission Expires

(Seal)

EXHIBIT D

W-9 FORM

COMPREHENSIVE DIGITAL CONSTRUCTION PRINTING SERVICES  
FOR VARIOUS PBC PROJECTS  
PS1682B

(COMMISSION'S W-9 FORM FOR COMPLETION BY VENDOR FOLLOWS THIS PAGE.)

ATTACHMENT A  
COST FEE SCHEDULE

PRICE PROPOSAL

DESCRIPTION	UNIT	PRICE
8.5 x 11 B&W	EACH	\$0.06 per impression
8.5x11 COLOR	EACH	\$0.45 per impression
8.5x14 B& W	EACH	\$0.10 per impression
8.5 x 14 COLOR	EACH	\$0.70 per impression
11x17 B&W	EACH	\$0.13 per impression
11x17 COLOR	EACH	\$0.75 per impression
Acco Binding	(per book)	\$1.50 each
Scan to Print	(per sheet)	\$1.00 per sheet
Scan/Index/Publish Fee	(per sheet/ one time fee)	\$2.00 per sheet
CD/DVD Burn	EACH	\$20.00 scaled to \$6.00 for quantity
File Retrieval	Per File	\$6.00 per request
Half-size Bond Printing	1-5000 sq ft	\$0.16 per sq ft
Half-size Bond Printing	5,001-10,000 sq ft	\$0.14 per sq ft
Half-size Bond Printing	10,001 sq ft & above	\$0.12 per sq ft
Sq. Ft. of Bond Printing	1-5,000 sq ft	\$0.12 per sq ft
Sq. Ft of Bond Printing	5,001-10,000 sq ft	\$0.09 per sq ft
<hr/>		
Online Project Mgt. Fee		No charge
DFS Online Monthly Mgt. Fee	MONTHLY	\$250.00 per month
<hr/>		
Pick-Up & Delivery for Contractors	EACH	\$7.50 each loop/suburbs per quote
Pick-Up & Delivery to Downtown (LOOP)	EACH	\$7.50
<hr/>		
Sq. Ft. of Full Color Outdoor Printing		\$8.00 banners per sq ft
Sq. Ft. of Full Color Posters		\$8.00 color bond per sq ft
Sq. Ft. of Full Color Posters		\$10.00 photobase per sq ft
Sq. Ft. of Red Line Color Printing (1-2 colors)		\$0.80 color bond per sq ft

**Attachment B**  
**Key Personnel**

**(Attach List of Key Personnel)**

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

09/08/2009

PRODUCER (847)259-4500 FAX (847)259-4556  
Hohenadel Insurance Group, Inc.  
18 West Campbell  
Arlington Heights, IL 60005  
Cheryl Kindernay

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

INSURED Cushing & Company, Inc.  
Attn: Cathleen Duff  
420 W. Huron  
Chicago, IL 60610

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Insurance Company

INSURER B: Charter Oak Fire Ins Company

25615

INSURER C: Accident Fund

INSURER D:

INSURER E:

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	6605248C171-TIA-08	07/24/2009	07/24/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	BA-6674C796-08-SEL	07/24/2009	07/24/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
A	EXCESS / UMBRELLA LIABILITY	CUP4524Y597	07/24/2009	07/24/2010	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				5,000,000 \$ 5,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCV5002013	08/19/2009	08/19/2010	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 500000
					E.L. DISEASE - EA EMPLOYEE \$ 500000
					E.L. DISEASE - POLICY LIMIT \$ 500000
A	OTHER Property	6605248C171-TIA-08	07/24/2009	07/24/2010	\$5,346,000 BPP Printers E&O-\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Certificate Holder is Additional Insured.

## CERTIFICATE HOLDER

Public Buiding Commission  
Procurement Dept.  
Richard J. Daley Center  
50 W. Washington Street, Room  
Chicago, IL 60602

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Cheryl Kindernay

ACORD 25 (2009/01)

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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.