

PUBLIC BUILDING COMMISSION OF CHICAGO



PROFESSIONAL SERVICES AGREEMENT CONTRACT NUMBER PS1918D

WITH

GLOBETROTTERS ENGINEERING CORPORATION

**TO PROVIDE BUILDING NEEDS ASSESSMENT & PREVENTATIVE
MAINTENANCE PLAN SERVICES FOR EXISTING FACILITIES**

**Mayor Rahm Emanuel
Chairman**

Erin Lavin Cabonargi
Executive Director

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

EXECUTION PAGE

Building Needs Assessment & Preventative Maintenance Plan Services for Existing Facilities PS1918D

THIS AGREEMENT effective as of April 10, 2012, (the "Effective Date") 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 **Globetrotters Engineering Corporation** with offices at 300 South Wacker Drive, Suite 400, Chicago, Illinois 60606, (the "**Consultant**").

Background Information – Recitals:

Whereas, the Commission on behalf of various governmental and public agencies (referred to in this Agreement as the "**User Agency**"), intends to conduct building needs assessments and preventative maintenance plan services for existing facilities in Illinois at the request of the User Agency .

Whereas, the Commission requires certain professional services as described in Schedule A of the Agreement as modified from time to time by Task Order (the "**Services**") in connection with the Projects undertaken by the Commission for the use and benefit of a User Agency.

Whereas, the Consultant desires to be retained by the Commission to perform the Services and has represented to the Commission that the Consultant is qualified and competent, by education and training, and has the knowledge, skill, experience and other resources necessary to perform the Services required by the Agreement in accordance with terms and conditions of the Agreement.

Whereas, in reliance upon the Consultant's representations and Key Personnel as identified in Schedule F, the Commission has selected the Consultant to perform the Services on the terms and conditions set forth in this Agreement as modified from time to time by Task Order.

Whereas, the Commission requires certain professional services described in the Agreement, in connection with the Projects and desires to retain the Consultant on the terms and conditions set forth in the Agreement to perform such Services. These services generally consist of a full range of building evaluations and assessments, including mechanical, electrical, plumbing, life safety, ADA, preventative maintenance and program specific needs. The Consultant desires to be so retained by the Commission and has represented to the Commission that the Consultant has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement.

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

**Building Needs Assessment & Preventative Maintenance Plan Services for Existing Facilities
PS1918D**

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

SIGNED by:

PUBLIC BUILDING COMMISSION OF CHICAGO by:

Rafael Emanuel
Chairman

Date: _____

Attest:

[Signature]
Secretary

Date: 5/30/12

CONSULTANT, GLOBETROTTERS ENGINEERING CORPORATION:

Nirayan I. Shah
President

Date: April 27th 2012

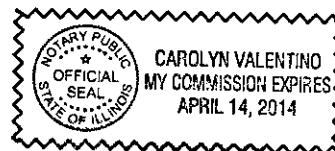
County of: COOK

State of: ILLINOIS

Subscribed and sworn to before me by Nirayan Shah and _____ on behalf
of Consultant this 27th day of April, 2012.

Carolyn Valentino
Notary Public

My Commission expires: April 14, 2014 (SEAL OF NOTARY)



Approved as to form and legality

Jacinta Epling
Neal & Leroy, LLC

**Building Needs Assessment & Preventative Maintenance Plan Services for Existing Facilities
PS1918D**

STANDARD TERMS AND CONDITIONS

1. **Incorporation of Recitals.** The matters recited on the Execution Page are incorporated in and made a part of the Agreement.
2. **Definitions.** The following phrases have the same meanings for purposes of this Agreement.
 - a. **Agreement** means this Professional Services Agreement for Building Needs Assessment and Preventative Maintenance Services for Existing Facilities, 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. **Commission** means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.
 - c. **Consultant** 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.
 - d. **CW System or CW** means the on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports.
 - e. **Deliverables** means the documents, in any format (electronic or hard copy) requested by the Commission, including without limitation drawings, plans, reports, forms, recommendations, and analyses, that the Consultant is required under this Agreement to provide to the Commission.
 - f. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.
 - g. **Key Personnel** means those job titles and persons as identified in those positions as identified in Consultant's proposal and accepted by the Commission.
 - h. **Project** means the construction and/or improvement of the facility or facilities specified in this Agreement.
 - i. **Services** means collectively, the duties, responsibilities and tasks that are necessary in order for the Consultant to provide the Scope of Services required by the Commission under Schedule A of this Agreement and the assigned Task Order.

j. **Sub-consultant** means a firm hired by the Consultant to perform professional services related to the construction and/or improvement of the Project.

k. **Task Order** means a document issued by the Commission to the Consultant pursuant to this Agreement that authorizes in writing Services and/or Deliverables to be provided by the Consultant, together with any applicable exhibits or schedules, a timetable for any Deliverables and the applicable fees.

l. **User Agency** means various governmental and public agencies as identified in the Task Order.

3. **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, Consultant acknowledges and agrees that Consultant 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 minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.

4. **Engagement and Standards for Performing Services.**

a. **Engagement.** The Commission hereby engages the Consultant, and the Consultant hereby accepts such engagement, to provide the Services described in this Agreement, as the same may be amended, in writing, from time to time by mutual Agreement of the Commission and the Consultant.

b. **Performance Standards.** The Consultant 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 practicing consulting professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement and the assigned Task Order. If in the course of performing the Services, Consultant identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Consultant shall promptly provide notice to the Commission.

c. **Consultant's Personnel.** The Consultant agrees that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services and the assigned Task Order in the manner required by this Agreement. Consultant must not reassign or replace Key Personnel without the written consent of the Commission. Consultant

must ensure that all Services and Deliverables 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. Consultant must maintain current copies of any such licenses and provide such copies, upon request, to the Commission. Consultant remains responsible for the professional and technical accuracy of all Services and Deliverables furnished, whether by the Consultant or others on its behalf. Consultant must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of the Services. Consultant must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission. All Deliverables must be prepared in a format satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement and the assigned Task Order.

d. Confidentiality. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of its Services. Consultant must at all times act in the best interests of the Commission and User Agency consistent with Consultant's professional obligations assumed by Consultant in entering into this Agreement. Consultant 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. Consultant 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, Consultant shall at all times be an independent contractor, 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 contractor, Consultant 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. Consultant 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 Consultant fails to comply with its obligations under the standards of the Agreement, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Consultant 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 Consultant, 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, Task Order or the Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services or

timetable for Deliverables, which are mutually agreed upon by and between the Commission and Consultant, shall be incorporated in a written amendment to this Agreement or the Task Order. The Commission shall not be liable for any changes absent such written amendment.

4. Task Orders.

a. Task Order Service Requests. During the term of the Agreement, the Commission may issue one or more requests or solicitations for specific Services to be performed under the Agreement (a "Task Order Service Request" or "TOSR"). Each such Task Order Request will identify the Project, describe the specific Services to be performed, the desired completion date, and any other information or documents to be provided by the Consultant in responding to the Task Order Service Request.

b. Task Order Proposals. Consultant must submit to the Commission a written response to the Task Order Service Request by providing the information and documents requested (the "Task Order Proposal"). The Task Order Proposal will propose a schedule, budget, Deliverables, a list of technical personnel who will perform the Services and any other information or documents listed in the Task Order Service Request. The Task Order Proposal must be submitted within the time specified in the Task Order Service Request. Any costs associated with the preparation of such Task Order Proposal are not compensable under the Agreement and the Commission is not liable for any such costs.

c. Review Process. The Commission will review the Task Order Proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with Consultant regarding the Task Order and specific Services to be performed and/or Deliverables to be provided. If the Commission and Consultant negotiate changes to the Task Order regarding the specific Services and/or Deliverables to be provided, Consultant must submit a revised Task Order Proposal (based upon such negotiations) to the Commission.

d. Notice of Approval of Task Orders. All Task Orders are subject to the written approval of the Commission and no Task Order will become binding upon the Commission until it is approved in writing by the Executive Director. Absent approval of a Task Order and issuance of a Notice to Proceed as provided in the following sub-paragraph, the Commission will not be obligated to pay or have any liability to Consultant for any Services or Deliverables provided by Consultant pursuant to such Task Order.

e. Notice to Proceed. After approval of the Consultant's engagement to perform Services under a Task Order (as evidenced by the execution of the Notice of Award by the Executive Director, the Commission shall issue a Notice to Proceed authorizing the Services that are within the scope of such Task Order and attaching or incorporating the applicable Task Order. Upon receipt of an executed Notice to Proceed issued by the Project Manager, Consultant will promptly commence and perform, in accordance with the Task Order, the Services set forth in the Task Order. Consultant shall not commence the applicable Services unless and until the Commission issues the Notice to Proceed.

f. **No Obligation.** Consultant acknowledges and agrees that the Commission is under no obligation to issue any Task Orders, and that it is within the Commission's discretion whether to include Consultant in any solicitation for Task Order Proposals.

5. **Duties and Obligations of Consultant.**

a. **Nondiscrimination.** The Consultant 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, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Consultant 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 Consultant 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 Consultant 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 Consultant, 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 Consultant 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 Consultant 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, 2009, 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.

d. Delays. The Consultant 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 Consultant 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 Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant 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 Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination or expiration of this Agreement.

f. CW System or CW. The on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports.

g. Document Control

i. The Commission has an on-line collaboration and document management system, (the "CW System"). The Consultant shall use the CW System when providing its services to: track the Work, manage the Project, and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative. The CW System shall be the mode of conveyance and repository for all Project Record Documents. The Consultant shall post all Project-related documents, including Record Documents, on the CW System. By executing this Agreement, the Consultant agrees to comply with all terms and conditions required by the Commission for the use of the CW System.

ii. Within 15 calendar days of the Notice to Proceed, the Consultant shall designate an employee that will serve as its System Coordinator. The Consultant's System Coordinator will be the point of contact for the Commission for implementation and support for the Consultant's use of the CW System.

iii. Employees of the Consultant and its Sub-consultants who will use the CW System must complete the training provided by the Commission. Each such employee must furnish a valid e-mail address to the Authorized Commission Representative prior to the training.

iv. The CW System requires a broadband connection with the Internet (e.g., at a minimum, T1, cable modem, or DSL) for effective use. The Consultant must furnish its own hardware and software, including, but not limited to, personal computers, peripheral software, virus protection software and high-speed document scanners. All written communication and document transmittal from the Consultant to

the Commission will occur via the CW System. In the event that hand signatures and/or stamps are required for the document, unless otherwise directed by the Authorized Commission Representative, the transmittal of such documents shall be made simultaneously via the CW System and a hard copy shall be transmitted as required by the Contract Documents. Signed and/or stamped documents must be scanned and uploaded to the CW System.

v. The Consultant shall be solely responsible for its use of the CW System, as well as use of the CW System by its Sub-consultants.

vi. The Consultant shall submit all invoices in electronic format using the PBC's CW System and document management system. All submitted invoices shall include a cover page as provided by the Commission.

h. Time of Essence. The Consultant 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. Consultant agrees to use its best efforts to expedite performance of the Services and the assigned Task Order and performance of all other obligations of the Consultant under this Agreement and any other agreement entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement hereunder.

i. Compliance with Laws. In performing its Services under this Agreement, the Consultant shall comply with all applicable federal, state and local laws, including but not limited to, those referenced in Section 5 (a) and (b) above and in the documents referred to in Section 5. (c) of this Agreement.

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

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

6. Term.

a. Duration. The term of this Agreement is three (3) years with two (2) successive one (1)-year renewal options at the sole discretion of the Commission. The term of this Agreement shall begin upon the final execution of this Agreement, and, subject to the provisions of subparagraph (b) below, shall expire three (3) years after the effective date of this Agreement, or any renewal option period if exercised by the Commission.

b. 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 Consultant 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 Consultant hereunder with respect to all or any part of the Services, by written notice given to the Consultant at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Consultant from liability for the performance of any obligation of the Consultant under this Agreement performed or to have been performed by the Consultant on or before the effective date of termination or suspension. Provided the Consultant is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Consultant for any loss, cost or damage which the Consultant 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 Consultant for actual expenses approved by the Commission.

c. 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 Consultant, or if the Commission fails to make any payment or perform any other obligation hereunder, the Consultant 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 Consultant for periods up to the effective date of termination.

7. **Compensation of Consultant; Submission of Invoices through CW.** The total amount of fees and costs to be paid by the Commission during the term of this Agreement, excluding any renewal option periods, shall not exceed the sum of \$2,500,000.00. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule D of this Agreement, or as modified by assigned Task Order. The Consultant shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the CW System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Task Order number. Failure to submit invoices through CW will result in delayed or non-payment to the Consultant.

8. **Rights and Obligations of Commission.** In connection with the administration of the Project by the Commission and the performance of this Agreement by the Consultant, 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 Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.

b. Review of Documents. Subject to the provisions of the Agreement, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.

c. Site Data. To the extent the Commission determines to be necessary for the Consultant to perform the Services and the assigned Task Order, the Commission may furnish to the Consultant information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.

d. Tests and Reports. The Commission may also furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports if determined by the Commission in its sole discretion to be necessary in order for the Consultant to perform the Services and the assigned Task Order.

e. Legal, Auditing and other Services. The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Project. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Consultant.

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

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

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

9. Indemnification of Commission.

a. Professional Indemnity. For claims alleging professional negligence, the Consultant must defend, indemnify and hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, court costs and expert's fees, that may arise out of the Consultant's negligent acts, errors and omissions and misconduct in the Consultant's performance under this agreement or the performance of any Subcontractor retained by the Consultant in connection with this agreement.

b. General Indemnity. For all other claims, the Consultant must protect, defend, indemnify, hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses,

costs and expenses, including the fees and expenses of attorneys, court costs and expert's fees, 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 the Consultant's performance under this agreement or any Subcontractor retained by the Consultant in connection with this agreement.

c. The indemnification obligations provided in this Article VIII will be effective to the maximum extent permitted by law. This indemnity extends to all legal costs, including, without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees or other expenses incurred by the Indemnified Party(ies), including but not limited to reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Contract. Further, the indemnity contained in this section will survive the expiration or termination of this Contract. For claims subject to the general indemnity, the Consultant shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractor, agents or servants of the Consultant even though the claimant may allege that the Indemnified Parties were in charge of the Services or allege negligence on the part of the Indemnified Parties. The Indemnified Party/Parties will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Consultant of its obligations hereunder.

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

10. Insurance to be Maintained by Consultant. The Consultant shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Consultant, insurance coverage as set forth in Schedule E.

11. 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 Consultant duly to observe or perform any obligation or Agreement on the part of the Consultant 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 given to the Consultant by the Commission;

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

iii. Any representation or warranty of the Consultant 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 Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated 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 Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment 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 Consultant, in which event the Commission shall have no further obligations hereunder or liability to the Consultant except as to payment for Services actually received and accepted by the Commission through the effective date of termination. 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 by statute or otherwise, and may be enforced concurrently therewith or from time to time.

12. Confidentiality. All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant 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 Consultant 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, the Services or any assigned Task Order. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of

the Commission and User Agency. Consultant must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by Consultant in entering into this Agreement. Consultant 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.

13. Assignment. The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Consultant, 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 Consultant.

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

15. Relationship of Parties. The relationship of the Consultant to the Commission hereunder is that of an independent contractor, and the Consultant, 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 Consultant 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

Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant 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 Consultant 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 Consultant 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. 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.

h. 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.

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

SCHEDULE A SCOPE OF SERVICES

Building Needs Assessment & Preventative Maintenance Plan Services for Existing Facilities PS1918D

A.1 Task Orders

All Services must be authorized by a written Task Order. Consultant acknowledges and agrees that the Commission is under no obligation to issue any Task Orders for Services.

The Commission may issue a Task Order Request specifically referencing this Agreement, identifying the project, and setting forth the Services to be performed pursuant to the proposed Task Order and a desired completion date.

Consultant must respond by proposing a time schedule, budget, deliverables and a list of key personnel, all of which must conform to the terms of the Task Order Request and the terms and conditions of this Agreement.

Costs associated with the preparation of Task Orders are not compensable under this Agreement and the Commission is not liable for any additional costs.

Upon acceptance of Consultant's response to the Task Order Services Request (subject to negotiation of terms and conditions by the Commission and the Consultant in conformity with the terms of this Agreement), the Commission may, by written Task Order signed by the Executive Director, direct the Consultant to perform the Task Order Services.

Consultant must not commence Services under the Task Order until the written approval of the Executive Director has been obtained, and the Commission is not liable for any cost incurred by the Consultant without such approval.

Typical Task Orders are outlined as follows:

A.1.1. Task A: Project Scoping

1. **Reconnaissance, compilation and copying of background information** to be provided by PBC and User Agency on facilities to be assessed;

2. **Project Team Kick-Off Meeting.** The Consultant will meet with PBC staff to confirm the final scope of work and schedule, preliminary discussion of standards that the Consultant will use to assess facilities, priorities for facility assessments, operational needs or functional deficiencies that may drive certain improvements, and the desired form of all deliverables.

3. **Database Coordination.** The Consultant will cooperate with PBC or the User Agency GIS managers to record data collected in Task B in a form that is consistent with a building geo-database that will be created by the User Agency with assistance from User Agency GIS. One additional meeting may be required to discuss data collection and reporting format. Alternatively, the PBC may request for the Consultant to manage the database.

A.1.2. Task B: Facility Assessments & Cost Estimates

The Consultant will inspect buildings and related site improvements for the existing buildings.

1. **Assessment standards.** The Consultant will provide PBC with a description of the relevant standards that it will use to assess the safety, security, functionality, energy efficiency and accessibility of buildings and related site improvements.

2. **Assessment checklist.** The Consultant will provide PBC with a sample checklist for its review and approval prior to conducting assessments. The Consultant should assess the following categories at a minimum:

- a. Site improvements in the immediate area around buildings (excluding parking and trails);
- b. Building structure (foundations, support columns, roof trusses);
- c. Building envelope (roof, windows, doors, exterior walls, chimneys, gutters etc.);
- d. Building interior (interior walls, finishes, floors, elevators if applicable, etc.)
- e. Facility systems (mechanical, electrical, plumbing);
- f. Building upgrades to address life safety issues (including fire alarm and sprinkler systems, safety code compliance and visual inspection of possible hazardous materials);
- g. Security systems (presence or not of cameras, alarms, locked entry gates);
- h. Operational /function upgrades;
- i. Energy efficiency;
- j. Preventive maintenance needs; and
- k. Accessibility (ADA, including 2010 Standards for Accessibility and IL Accessibility Code) for public buildings. Accessibility assessment is not required for all buildings.

3. **Assessment schedule.** The Consultant will provide PBC with estimated dates when it plans to conduct assessments so that PBC staff can coordinate access and accompany the Consultant.

4. **Cost estimates.** The Consultant will provide preliminary cost estimates of all upgrades aggregated by category of work and priority rating, which will eventually be used by the User Agency for capital planning purposes. Alternatively, the PBC may request the Consultant to provide cost estimates.

A.1.3 Task C. Evaluation and Prioritization of Building Improvements

The Consultant will facilitate a series of meetings with PBC staff to prioritize and rank the work needed at each structure, and will provide reports that are suitable for assisting management in making decisions.

1. **Ranking Criteria.** The Consultant will provide PBC with options for prioritizing and ranking the facility needs identified in Task B.

2. **Review of Preliminary Rankings.** The Consultant will provide PBC with samples of rankings early in the process for review and feedback.

3. **Building Evaluation Reports.** The Consultant will present its evaluation and priority ranking results/recommendations in an easy-to-read report format for purposes of briefing the User Agency.

4. **Capital Improvement Plan.** The Consultant may be requested to prepare a Capital Improvement Plan for the User Agency on behalf of PBC.

A.1.4 Task D. Preventive Maintenance Plan

The Consultant will prepare a written plan that includes the following components at a minimum:

1. A summary of all maintenance issues and needs in various types of User Agency systems, drawing on assessments performed in Task B, and interviews of key staff personnel.

2. A detailed plan of all Preventative Maintenance tasks required for all functioning and non-functioning facility systems by both location and trade. Included shall be a calendar or schedule indicating the timing of all routine maintenance needs throughout one calendar year.

3. Recommendations for training needs for User Agency Maintenance Department staff.
4. Recommendations for any preventive maintenance that should be outsourced.
5. Graphics to illustrate recommendations.
6. Other Tasks as needed, to be defined on a case-by-case basis by the PBC.

A.2 Key Deliverables

1. **Monthly Progress Meetings and Reports.** The Consultant will provide written monthly progress reports during the project period.
2. **Facility Assessment Data.** Data that can be incorporated into an electronic database.
3. **Facility Assessment Reports.** Written checklists, field notes and photos for each facility summarizing findings and recommendations, including cost estimates.
4. **Facility Evaluation Reports.** See Task C above.
5. **Draft Preventive Maintenance Plan.** A color version of the Draft Plan document consisting of five (5) printed and bound color copies and five (5) CDs in PDF format.
6. **Final Preventive Maintenance Plan.** A color version of the Final Plan document consisting of five (5) printed and bound color copies and five (5) CDs in PDF format.
7. **Capital Improvement Plan.** A final Capital Improvement Plan.
8. **Database.** A completed database.

SCHEDULE B
PROJECT DOCUMENTS
Building Needs Assessment & Preventative Maintenance Plan Services for Existing Facilities
PS1918D

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**SCHEDULE C
PROJECT SCHEDULE**

**Building Needs Assessment & Preventative Maintenance Plan Services for Existing Facilities
PS1918D**

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**SCHEDULE D
COMPENSATION**

**Building Needs Assessment & Preventative Maintenance Plan Services for Existing Facilities
PS1918D**

D.1 CONSULTANT'S FEE

D.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services the amount specified in each Task Order assigned by the Commission on a Not To Exceed/LumpSum/Fixed Basis ("Fee").

D.1.2. Consultant's Fee will include materials, equipment, profit, review and submittal of deliverables. Consultant's Fee shall also include typical overhead including, without limitation, office, rent, administrative salaries, office labor, field labor, insurance and personnel costs of Consultant and Subconsultant for each staff member such as driving to and from PBC job sites or meetings, computer usage, vehicles, mileage, taxicab fares, parking, tolls, insurance, marketing and any other costs incurred.

D.2 METHOD OF PAYMENT

D.2.1 **Invoices.** The Consultant will submit an invoice(s), through CW, to the Commission for Services performed. Consultant will be paid monthly, provided the Consultant has performed Services to the reasonable satisfaction of the Commission.

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

The Consultant must attach 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 must indicate the current and cumulative payments to the MBE and WBE Subconsultants and subcontractors.

D.2.2 **Payment.** Payment will be processed within thirty (30) days after Commission receives an acceptable invoice from the Consultant.

SCHEDULE E - INSURANCE REQUIREMENTS
Building Needs Assessment and Preventative Maintenance Plan Services
For Various Agencies
PS1918D

In general, unless otherwise specified in the assigned Task Orders, the Consultant must provide and maintain at Consultant's own expense, until expiration or termination of the agreement and during the time period following expiration if Consultant is required to return and perform any additional work, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

E.1. INSURANCE TO BE PROVIDED:

E.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 \$500,000 each accident or illness.

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

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage must include, but is not limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission of Chicago, the User Agency and any other entity designated on the Task Order must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

E.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 Consultant must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the User Agency and any other entity designated on the Task Order must be named as Additional Insured on a primary, non-contributory basis.

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

E.1.4. Professional Liability

When Consultant performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$2,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

E.1.5. Property

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

E.1.6. Valuable Papers

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

ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Agreement. The Consultant 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 Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified insurance. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of 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 Consultant and/or its subcontractors at any time upon written request.

The insurance must provide for 30 days prior written notice to be given to the Commission if any policy is substantially changed, canceled, or non-renewed.

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

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

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

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

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the User Agency and any other entity designated on the Task Order do not contribute with insurance provided by the Consultant under the Agreement.

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

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

may provide the coverage for its subcontractors. All its subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

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

Consultant must submit the following:

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

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements. Insurance requirements may be altered, including, but not limited to naming other entities or persons as additional insureds, based upon the issuance of specific Task Orders.



GLOBE-3

OP ID: JW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/23/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

| | | | |
|--|--------------|--|------------------------------------|
| PRODUCER The David Agency Insurance Inc 385 N York Rd Elmhurst, IL 60126 Frederick D. Arkin | 630-516-9000 | CONTACT NAME: | |
| | 630-516-0700 | PHONE (A/C, No, Ext): 630-592-5370 | FAX (A/C, No): 630-516-0700 |
| | | E-MAIL ADDRESS: jjones@thedavidagency.com | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A: Employers Assurance Co. | |
| | | INSURER B: Houston General Insurance Co. | 38849 |
| | | INSURER C: James River Group | |
| | | INSURER D: The Hartford Insurance Co. | 38288 |
| | | INSURER E: Admiral Insurance Company | |
| | | INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|--|
| C | GENERAL LIABILITY | X | 00052538-0 | 03/22/12 | 03/22/13 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | MED EXP (Any one person) \$ Excluded |
| | <input checked="" type="checkbox"/> \$50,000 Occ Ded | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | <input checked="" type="checkbox"/> \$10MII Per Projec | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | Emp Ben. \$ 1,000,000 |
| D | AUTOMOBILE LIABILITY | X | 83UECJG5137 | 03/22/12 | 03/22/13 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> ALL OWNED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | \$ |
| | <input type="checkbox"/> NON-OWNED AUTOS | | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB | | H12XC50086-00 | 03/22/12 | 03/22/13 | EACH OCCURRENCE \$ 5,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB | | | | | AGGREGATE \$ 5,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | \$ |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N/A | EIG1472878 | 03/22/12 | 03/22/13 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | Professional Liab | | E000001768601 | 08/17/11 | 08/17/12 | Liab \$ 5,000,000 Ded 25,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: PS1918D Building needs Assessment & Prevention Maintenance Plan Services for Various Agencies. The following are named as Additional Insureds on a Primary and Non-Contributory basis for any liability arising directly or indirectly for work: The Public Building Commission of Chicago, The User Agency and any other entity

CERTIFICATE HOLDER**CANCELLATION**

PUBLIC2

Public Building Commission
of Chicago
Richard Daley Center
50 W Washington St Rm 200
Chicago, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jo Ellen Weldon CPCU

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NOTEPAD:

HOLDER CODE **PUBLIC2**
INSURED'S NAME **Globetrotters Engineering Corp**

GLOBE-3
OP ID: JW

PAGE **2**
DATE **04/23/12**

designated on the Task Order. Waiver
of Subrogation also applies

The Building Commission of Chicago, the User Agency
and any other entity designated on the Task Order
is named as Additional Insured on a Primary,
non-contributory basis with respect to the
Auto Liability
Acuity Insurance provides \$2,123,709 Business
Personal Property Coverage, Special Form, RC,
\$1000 Ded and \$10,000 Valuable Papers, \$1000 Ded.

**SCHEDULE F
KEY PERSONNEL**

**Building Needs Assessment & Preventative Maintenance Plan Services for Existing Facilities
PS1918D**

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Daniel J. Kohnen, NCARB, Esq., LEED AP

Project Manager – Assessments (Architecture)

Daniel J. Kohnen
Project Director

JD, Loyola University
School of Law

Bachelor of Architecture,
University of Illinois

Project Manager Training
for Architects/Engineers,
Capital Development
Board, 2009

Licensed Architect, State of
Illinois, #1008526 (1976)

Licensed Architect, State of
Indiana, #AR11000009
(2010)

National Council of
Architectural Registration
Boards (NCARB), No.
68339

Registered Attorney in
Illinois, #6182851

LEED™ Accredited
Professional, April 2004

ASQ Certified Quality
Improvement Associate

Experience

Mr. Kohnen has extensive experience in building needs assessment, facilities design/construction, and program management for major commercial, industrial and institutional clients. His expertise includes budget/schedule/quality control, contract development and administration, creation/enforcement of standards and procedures, goals and needs assessment, team performance, and multi-disciplined problem solving.

Professional Posts

Project Director, GLOBETROTTERS, Chicago, IL, 1996 – Present.

Director, Bureau of Architecture, Chicago Public Schools (CPS), 1990 – 1995.

- Implemented \$400 million capital improvement program begun in 1989, and completed 1995 system-wide assessment identifying additional needs totaling \$2 billion.
- Coordinated design and construction for all 550 Board of Education facilities: new buildings, rehabilitation, and asbestos/ lead paint abatement.

Project Manager/ Asst. Director, Bureau of Architecture, CPS, 1980 – 1990.

Architect, Department of Public Works, City of Chicago, 1972 – 1980.

Selected Projects

Chicago Public Schools:

- **Co-Team Leader for Managing Architects/Engineers for the Chicago Public Schools Renovation Program.** Client owns over 600 schools and budgets roughly \$200M per year for renovation projects at about 100 of its schools. Responsibilities included conducting renovation needs assessments and obtaining related cost estimates, and establishing and reviewing compliance with design criteria for all engineering disciplines to ensure consistent delivery of quality work products on time, and within budget.
- **Full-scope Assessment and A/E Services** for major capital renovation projects at 18 schools, serving students from grades K-12.
- **Facilities Support Services in connection with operational and maintenance (O&M) needs**, including field assessment and technical reports on specific O&M issues identified by Owner, and when funding is available also including A/E services to implement the recommendations made in the reports.

Chicago Housing Authority (CHA):

- **Owner's Representative for Make-Ready Program.** Provided oversight for assessments and renovations at vacant federally-assisted residential properties to prepare them for re-occupancy.
- **Assessment and Renovation of 7 Housing Complexes** with site features including parking, playlots, landscaping and utilities.

Rolf Jensen & Associates, Inc.: Assessments at Five LaFarge Industrial Plants. Globetrotters' Project Manager, responsible for all design disciplines except Fire Protection. Estimated total construction cost for the five sites: \$10M.

City of Chicago Department of Buildings: Municipal Code Compliance Building Permit Review Program. Project Manager for permit reviews of various disciplines that the City outsourced to Globetrotters which include medium to large/ complex, stormwater management, lakefront protection, and small buildings.



Globetrotters[®]
Engineering Corporation



SPAAN Tech Inc.

Mr. Frank Bressendorf, RPA, LEED AP

Deputy Project Manager – Preventative Maintenance (Mechanical)

Mr. Bressendorf has over 35 years of experience in property and plant operations. He has specialized experience in the utility and manufacturing industries, and has extensive expertise in leading and directing people in a changing environment. His skill set includes managing training programs and customer relationships; major project management, and large budget accountability. He is a perceptive individual who has an excellent track record of achieving objectives, while building and developing strong working teams.

Education & Training

- Masters of Business Administration (MBA) Lewis University, 1989
- Bachelor of Science, Mechanical Engineering (BSME) Bradley University, 1970

Certifications

- LEED 2.0 Accredited Professional
- RPA – Real Property Administrator
- Capital Development Board (CDB): Certificate of Training – Project Manager Training for Architects/Engineers

Professional Associations

- IFMA – International Facility Manager's Association
- BOMA – Building Owners and Managers Association

Work Experience Related to Building Needs Assessments and Preventative Maintenance Planning

2002 – Present and Manager of Facility Operations SPAAN Tech, Inc.

- **State of Illinois Capital Development Board – VFA Statewide Facilities Condition Assessments** - Project Manager and Facility Assessor for the assessment of 7,191 buildings and a totaling over 51 million sf of the State of Illinois real estate portfolio. The assessment process included evaluation of the current physical and functional conditions of the facilities including life safety and ADA accessibility; accurate costing to correct existing deficiencies; identification of future capital renewal costs, and FCI determination and report formulation.
- **Illinois Tollway – CTE Trust Indenture and Tech Services** - Assessment of the general condition of Illinois Tollway buildings, plazas, salt domes and associated site elements and prepared repair/replace recommendations. Performed general life cycle cost analysis in order to allot priority for repair or replacement.
- **Chicago Housing Authority – ADA Inspections** - Assessed CHA residential property units for compliance with federal, state and local laws, ordinances, rules and regulations regarding ADA requirements. Performed on site property inspections, completed compliance issues reports and prepared site diagrams for each unit inspected.
- **Illinois Tollway - Building & Facilities Inspection** - Performed inspections at the Illinois State Highway Authority sites for the past 3 years. Each year approximately ¼ of the facilities are inspected. The facilities include Maintenance facilities, toll plazas, and miscellaneous facilities. The inspections include review of the physical condition of the buildings and site, inspection of mechanical and electrical systems and review of concerns with site personnel. The findings for each site were incorporated into an annual report.
- **City of Chicago, Department of Human Services - Head Start Facilities Assessment** Managed sub-consultants and assessment services for the development of a comprehensive inventory and ADA review of over 150 Head Start Day Care facilities including the development of capital improvement and maintenance budgets and schedules. exit sign requirements for these facilities.
- **State of Illinois, Capital Development Board - Statewide Life Safety Analyses** - Project Manager directing staff members in the assessment of NFPA 101 life safety code compliance at mental health and developmental centers in Illinois. Duties included management, technical and condition assessments related to fire systems, emergency protection, ADA Compliance, HVAC operation and associated code compliance.

Owen Scott, P.E.

Preventative Maintenance Plans

B.S., Mechanical Engineering
University of Michigan, 1968

Professional Engineer, State of
Illinois, No. 062-033624
(1997)

Member:
American Society of
Mechanical Engineers
American Society of Heating,
Refrigerating and Air-
Conditioning Engineers

Experience

Mr. Scott has extensive experience in preventative maintenance programs, and has provided design, construction, and coordination with trade contractors of heating and ventilating equipment and systems, automatic controls, and plumbing systems, including procedures for testing and acceptance. He is also proficient in various Windows based computer applications including WordPerfect, Excel, and the SQL-based MAXIMO.

Professional Posts and Achievements

Mechanical Engineer/ Preventive Maintenance Specialist, GLOBETROTTERS, Chicago, IL, 2000 – Present.

QA/QC Engineer, GLOBETROTTERS, Chicago, IL, 1992 – 1993.

Project Engineer, Knight Architects, Engineers, Planners, Inc., Chicago, IL, 1990 – 1992.

Facilities Engineer, Northrop Corporation, Rolling Meadows, IL, 1986 – 1990.

Senior Mechanical Engineer, EME, Inc., Addison, IL, 1983 – 1986.

Senior Mechanical Engineer, Fluor Corporation, Chicago, IL, 1973 – 1983.

Junior Engineer, Consoer, Townsend & Associates, Chicago, IL, 1971 – 1973.

Selected Projects

City of Chicago Department of Aviation: Operations and Preventative Maintenance Plan Management at Terminal 5 at O'Hare International Airport.

- Mechanical engineering support for projects and maintenance at O'Hare Airport: Design of replacement single-duty heat exchangers for Terminals 2 and 3, design of fire protection/alarm for remaining core, and EPS facilities review.
- Installation of the Computerized Maintenance Management System (CMMS) and annual upgrades of the software.
- Installation and maintenance of Windows 2000 Server/SQL 7.0 network operating system for use with CMMS.
- Customization of software for customer use, including generation of custom reports.

City of Chicago Department of Aviation: New Terminal 5 at O'Hare International Airport.

- Assistant QA/QC Manager during construction of International Terminal 5. Responsible for testing, acceptance, and punchlist for mechanical systems and equipment.
- Monitored all phases of delivery and installation of new mechanical equipment and systems. Worked closely with contractors, project management personnel, and City inspectors to coordinate/expedite erection/installation.

Previous Experience:

- Designed and coordinated construction of heating and ventilating systems, and plumbing for building additions and modifications. Provided mechanical ventilation design and coordination for expansion of printed wiring board area from 4000 to 30,000 square feet so that zero production time was lost.
- Performed energy analyses for clients which resulted in numerous jobs for the company and significant energy savings for clients.



Globetrotters®
Engineering Corporation

Philip J. Peterson, P.E., LEED AP, CxA

Building Assessor – Mechanical

Philip J. Peterson
Manager of Mechanical
Engineering

Bachelor of Arts,
Environmental Biology,
University of Montana

Bachelor of Science,
Mechanical Engineering,
University of Illinois,
Urbana, IL

Project Manager Training
for Architects/Engineers,
Capital Development
Board

Licensed Professional
Engineer in the State of
Illinois, #062-044623
(1988)

LEED Accredited
Professional, 2009

Certified Commissioning
Agent, 2011

Experience

As Manager of Mechanical Engineering, Mr. Peterson coordinates the activities of engineering and support specialists within the mechanical discipline. He performs project management engineering functions including building needs assessment, initial system design, specification writing, and bid evaluation and recommendation. He also has experience in systems operations and evaluations, cost estimating, value engineering, and commissioning.

Professional Posts

Manager of the Mechanical Engineering Department, GLOBETROTTERS, Chicago, IL, 1997 – Present.

Project Manager for GLOBETROTTERS' design and construction management activities at O'Hare and Midway International Airports, 1993 – 1997.

Senior Mechanical Engineer, Envirodyne Engineers, Inc., 1991 – 1993.

Sargent & Lundy Engineer, responsibilities ranged from Mechanical Designer, Environmental Engineer, and Senior Mechanical Engineer, 1970 – 1991.

Selected Projects

City of Chicago Department of Water Management: 68th Street Pumping Station. Mechanical Engineer for the initial system condition assessment.

Chicago Public Schools: MEP Facility Assessments. Provided mechanical engineering services for the survey, evaluation and design of mechanical systems.

Village of Oak Brook: Pump Station Upgrades. Mechanical Engineer for the analysis and design of Village water distribution system changes to minimize energy usage and optimize the system.

City of Gary: Gary Public Safety Center. Mechanical Engineer for the assessment and feasibility study and design of a new 160,000 square-foot municipal facility that was converted from a hospital complex.

Metropolitan Water Reclamation District of Great Chicago: Cooling Tower Water Chemical Treatment Facility. Project Manager/ Mechanical Engineer for systems assessment and design of a condenser water treatment system as a stand-alone facility to replace the existing system located inside the facility.

City of Chicago Department of Buildings: Municipal Code Compliance Building Permit Review. Performs mechanical engineering reviews.

Capital Development Board: University of Illinois: Upgrade of the HVAC System & Remodel of Alumni Hall. Lead Mechanical Engineer for building needs assessment and adaptive re-use of 1920's loft for use by UIC departments. Project highlights included a new boiler, air handling units, and kiln exhaust.

Metropolitan Pier & Exposition Authority: McCormick Place East Lakeside Center Garage Renovation. Mechanical Engineer for the assessment and renovation of a 660,000 square-foot parking garage.

City of Chicago Department of Aviation: Center for Disease Control. Assessment of existing tenant space and MEP systems, development of schematic layouts based on the new program, and preparation of the bidding.



SPAAN Tech Inc.

Mr. Irwin A. Berman, P.E.
Building Assessor – Electrical

Education & Training

- University of Illinois - BS Electrical Engineering - 1966
- Lighting Analysts – AGI32

Registration

Licensed Professional Engineer

- Illinois, License #062-029180
- Wisconsin, License #35820-6

Work Experience

SPAAN Tech Inc. 2004 – Present SENIOR ELECTRICAL ENGINEER.

Aviation Projects

- **O'Hare Modernization Program** –Electrical Engineering design for additional CCTV security cameras and electrical design to support construction for O'Hare guard post 12 and the hub building. Electrical Engineering design to support construction. Electrical Engineering services for Crawford, Murphy, Tilly, a new circuit from North Airfield Lighting Vault for Taxiway WK edge lighting; replacement of spare regulator in vault.
- **O'Hare Office of Emergency Management Communications (OEMC) Renovations** – *Airport Contracting Group* –Electrical Engineering design to convert the former O'Hare crisis management center to a 140 workspace facility for OEMC. Electrical Engineering design for the installation of high flow, low velocity ceiling fans to eliminate temperature stratification in Terminal 1, Concourse B.
- **O'Hare Hot Water Converter Replacement** – *Chicago Dept. of Aviation* – Electrical Engineering design for replacement of HTW/LTW converters. Electrical Engineering services in conjunction with replacement of 3 existing heat exchangers and associated pumps.
- Electrical design services for the removal and replacement of 2 electrical motor driven fire pumps, 480 volt power distribution equipment and electrical control systems.

Facilities Projects

- **Building 106 Fire Station Repair/Renovation** – *U.S. Navy* - Design/build for the repairs and renovation of a 35,737 square feet historic Fire Department Facility Building 106 at Great Lakes Naval Base. The renovation replaced deteriorated electrical, mechanical, telephone and alarm systems within the designated area of work.
- **New Vehicle Maintenance Facility for the Machesney Park National Guard Armory** - *Illinois State Capital Development Board* – Prepared electrical construction drawings and specifications for the new vehicle maintenance facility; including normal and emergency lighting for the maintenance areas, offices and storerooms.
- **Blower Upgrade for Air Main Installation at Calumet WRP** – *Metropolitan Water Reclamation District of Greater Chicago* -Field surveys of existing 480 volt equipment and updated existing as-built single line diagrams per field survey.
- **Fault Current and Arc Flash Study** – *Fermi National Accelerator Laboratory* –Fault current and arc flash reports prepared for 480 volt systems at 3 computing centers. Services included updating existing single line electrical diagrams.
- **West Chicago Station ADA Improvements** - *Metra* – Design of electrical features for station-wide ADA improvements, including: platform light poles, communications, relocation of lighting/electrical equipment, alarm systems and photometric calculations.
- **City of Chicago Developer Services Program** – *Chicago Dept. of Construction & Permits* – Project management assistance and professional engineering services, including review of building systems and infrastructure, ventilation, MEP, and fire prevention.

Sal Hamdi-Pacha, P.E., LEED AP

Building Assessor – Plumbing, Fire Protection & Life Safety

Sal Hamdi-Pacha
Senior Fire Protection &
Plumbing Engineer

B.S. in Mechanical
Engineering (Fire
Protection), Illinois Institute
of Technology, Chicago,
Illinois

Graduate Courses,
Mechanical Engineering,
Illinois Institute of
Technology, Chicago,
Illinois

Professional Engineer,
State of Illinois, Number
#62043994 (1988)

Professional Engineer,
State of Pennsylvania,
#PE035225E (1986)

LEED™ Professional
Accreditation, March 30,
2009

Member:

National Fire Protection
Association

Society of Fire Protection
Engineers

American Society of
Plumbing Engineers (ASPE)

American Society of
Sanitary Engineers (ASSE)

Illinois Institute of
Technology, Chicago,
Illinois - Guest Instructor
for senior level
architectural students on
fire alarm systems (1989
and 1990)

Experience

Mr. Hamdi-Pacha has over 30 years of experience in the field of Plumbing, Fire Protection, and Loss Prevention Engineering. His specialty fields include plumbing systems design, fire protection engineering, building code analysis, life safety analysis, property loss prevention, chemical process safety, project management, fire protection systems design, hazard analysis and highly protected risk (HPR).

Professional Posts

Head of Plumbing and Fire Protection Engineering, GLOBETROTTERS, Chicago, IL, 1996 – Present.

Corporate Loss Prevention Engineer/Mechanical Engineer, Abbott Laboratories, 1990 – 1996.

Senior Consulting Engineer, Gage Babcock & Associates, Inc., N.Y. & IL, 1983 – 1990.

Design Engineer, Cosco Fire Protection Company, Division of Zum Industries, Hayward, CA, 1981 – 1983.

Systems Engineer, Chemetron Corporation, Monee, IL, 1980 – 1981.

Selected Projects

University of Illinois at Chicago:

- **Upgrade of the HVAC System & Remodel of Alumni Hall/ Art and Design Hall.** Provided plumbing and fire protection services for the assessment and renovation of a 1920's building being used by the university in its original form.
- **MEP/ FP Blanket Contract.** Projects included building condition assessments, feasibility studies, and system renovations.

Capital Development Board: Upgrade MEP Systems & Renovate Interior at Bloomington Armory. Provided plumbing and fire protection engineering services, including assessment, design and construction supervision.

Metropolitan Pier and Exposition Authority: McCormick Place East Lakeside Center Garage Renovation. Provided assessment and plumbing and fire protection engineering design for the renovation of the 660,000 square-foot garage.

City of Gary: Gary Public Safety Center. Provided plumbing and fire protection engineering services for the assessment and design of a conversion of a medical complex into a municipal facility.

Chicago Public Schools: MEP/FP School Rehabilitation. Designed fire alarm, fire protection systems and plumbing for new schools, including classrooms, laboratories, computer rooms, food service areas and infrastructures.

Governors State University: Fire Protection Study for Main Building. Included underground fire water supply network, investigation of code compliance for existing sprinkler system, and relocation of existing underground fire main.

University of Chicago: Plumbing Replacement and Restroom Remodeling for Cobb, Gates-Blake and Eckhart Halls. Replacement of original water distribution infrastructures and upgrade of restrooms to comply with ADA requirements.

City of Chicago Department of Aviation: ADA Restroom Compliance at O'Hare Airport. Provided plumbing services for new ADA compliant toilets.



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Engineering Corporation

Daniel L. Pifko, S.E.

Building Assessor – Structural & Building Envelope

Daniel Pifko
Structural Engineer/
Construction Manager

M.A., Structural Engineering,
University of Illinois,
Champaign, IL, 1976

B.S., Architectural Studies,
University of Illinois,
Champaign, IL, 1973

A.A., English, Thornton
Community College,
Harvey, IL, 1971

Licensed Structural Engineer,
State of Illinois, #081-
004393 (1981)

Member: American Institute
of Steel Construction

Technical Training:

ICORS 2009 Training
Seminar

IDOT Construction
Documentation of Contract
Quantities, Cert Number
09-0138, Exp. 02-01-2013

IDOT 10-Day Bridge
Inspection Training Course,
Nov. 2008

IDOT/ FHWA 3-Day Bridge
Inspection Refresher Training
Course (FHWA-NHI
130053, 2008

Safe Operation of
Suspended Access
Equipment, Cert #7459,
Exp. May 12, 2012

Experience

Mr. Pifko's industry experience encompasses 35 years as a structural engineer and construction inspector. He is an accomplished assessor, having conducted building needs assessments for hundreds of facilities throughout Chicago and the State of Illinois. He is very knowledgeable as to the City of Chicago Department of Buildings Rules and Regulations for Exterior Wall Maintenance.

Professional Posts and Accomplishments

Structural Engineer, GLOBETROTTERS, Chicago, IL, 2002 – Present.

Construction Manager/ Resident Engineer, Graef, Anhalt, Schloemer & Associates, Chicago, IL, 2000 – 2001.

Structural Field Design Engineer, Sargent & Lundy, LLC, Chicago, IL, 1999 – 2000.

Fluor Daniel, Inc., Chicago, IL, 1986 – 2000.

Selected Projects

City of Chicago Department of Water Management:

- **South Water Purification Plant Building Exterior Envelope Rehabilitation.** Performed assessments / evaluations of façade, roof and structural members. Prepared evaluation criteria, employee safety program and repair designs.
- **68th Street Pumping Station Renovation.** Performed assessments / evaluations of façade, roof and structural members. Prepared evaluation criteria, employee safety program and repair designs.

City of Chicago Department of Human Services: Life Safety Assessments at State of Illinois Mental Health Centers. Performed building surveys/ inspections for compliance with NFPA 101 Life Safety Code at approximately 300 patient-occupied buildings at 17 Mental Health Developmental Sites throughout Illinois.

City of Chicago Department of Children and Youth Services: A/E Consultant Services. Performed facility quality assessments/ inspections of the building structure and main systems and ADA compliance, and provided cost estimates.

Chicago Housing Authority: Authority-Wide Façade Inspections. Project Manager for critical inspections of 22 high-rise domestic.

Chicago Public Schools:

- **Façade and Structural Investigations for CPS.** Supervisor/ Inspector conducting comprehensive visual and hands-on inspections for brick masonry, concrete, terra cotta, and stone structures, including window, parapet, and cornice components. Performed over 86 timber roof truss structural inspections.
- **Self-Certification Occupancy Placard Assessments** for 400 CPS buildings.
- **A/E Consultant Services.** Performed facility quality assessments of the building structure and main systems and ADA compliance, and provided cost estimates.

City of Chicago Department of Aviation: Façade Inspection of Elevated Parking Structure at O'Hare International Airport. Supervisor / Inspector responsible for personally conducting the comprehensive visual and hands-on inspection of the concrete structure, including all of the spandrel beam components.



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Engineering Corporation

Christopher B. Wine, P.E., LEED AP

Building Assessor – Civil and Site Improvements

Christopher Wine
Project Manager/ Civil
Engineer

B.S., Civil Engineering,
Montana State University,
1984

Professional Engineer,
State of Illinois, Number
062-047129, 1991

LEED Accredited Profes-
sional, April 2004

Experience

Mr. Wine has over 25 years of experience in civil engineering design with an emphasis on roadway and infrastructure projects. His expertise includes design, development and approval of roadway, sewer, water, and storm drainage construction plans. He also has extensive involvement in the area of land development.

Professional Posts

Project Manager/ Civil Engineer, GLOBETROTTERS, Chicago, IL, 2003 – Present and 1991 – 1998.

Production Manager, Atlas Bag Corporation, 1998 – 2002.

Civil Engineer, McGoldrick Engineers, Inc., Temecula, CA, 1987 – 1991.

Design Engineer, JR Engineering Ltd., Englewood, CO, 1984 – 1987.

Selected Projects:

City of Chicago Department of Water Management:

- **68th Street Pumping Station.** Civil engineering for site improvements.
- **South Water Purification Plant- New Guardhouse.** Performed roadway and drainage realignment work for the new state-of-the-art gatehouse as a part of the Phase 1 Master Plan to comply with LEED criteria.

City of Chicago Department of Transportation:

- **Couch Place Improvements.** Pavement renovation using permeable concrete pavers including underground drainage system and structure.
- **ADA Ramps, Chicago.** Project Manager. Design of sidewalk ramps for more than 100 intersections in compliance with ADA standards.

Chicago Housing Authority: ADA Improvements. Civil engineer at CHA facilities for site improvements such as handicapped parking, ramps and sidewalks.

City of Chicago Department of Buildings: Municipal Code Compliance Building Permit Reviews. Provides the civil review of plans for major developments.

City of Chicago:

- **MUNTU Performing Arts Center.** Provided civil engineering services in designing a below grade stormwater detention system.
- **Chicago Police Headquarters.** Civil engineering services for 300,000 square-foot, 5-story facility. Site work included site drainage, water delivery systems and sewerage collection systems to within five feet of the building envelope as well as a parking lot for 500 vehicles. The design accommodated stormwater drainage, ADA access, and landscaped medians and islands.

Metra: Fort Sheridan Metra Station. Parking lot expansion and rehabilitation.

Chicago Rail Car Maintenance Facility. Site Planning and Design.

Metropolitan Pier and Exposition Authority:

- **McCormick Place South Expansion.** Civil/ Infrastructure design for 2.8 million square-foot facility that is one of the largest public buildings in the U.S. to achieve a LEED-certified green building status.
- **Hyatt McCormick Place.** Site Planning and Design.



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Matthew Defty, Licensed Architect, LEED AP Building Assessor – ADA Accessibility

Masters of Architecture,
Rice University, Houston, TX,
1988

Bachelor's Degree,
Vassar College,
Poughkeepsie, NY, 1982

Licensed Architect, State of
Illinois, No. 1018324
(2002)

Registered Energy
Professional, City of
Chicago

Experience

Matthew Defty has over 20 years of architectural design experience. His areas of expertise include ensuring that plans comply with codes and standards, including ADA, and obtaining permits. He has also written specifications, reviewed shop drawings, and provided construction administration for several projects.

Professional Posts

Architect, GLOBETROTTERS, Chicago, IL, Nov. 2003 – Present.

Project Architect and Designer, Matthew Defty Architect, Chicago, IL, 2003

Project Architect, Jordan Mozer & Associates, Chicago, IL, 2001 – 2002

Project Architect, Perkins & Will, Chicago, IL, 1996 – 2001

Architect, Jean Nouvel, FAIA (Hon.), Paris, France, 1992 – 1995

Architect, Santiago Calatrava-Valls S.A., Paris, France, 1991 – 1992

Relevant Projects

City of Chicago Mayor's Office for Persons with Disabilities: Accessibility Code Compliance for Building Permit Applications. Worked within the City of Chicago Department of Buildings for one year reviewing permit applications to assess compliance with city, state and federal accessibility codes.

City of Chicago Department of Buildings: Municipal Code Compliance Building Permit Reviews. Globetrotters has reviewed architectural plans for over 500 buildings in this outsourced permit review program.

Chicago Housing Authority:

- **Senior Housing Renovation.** Prime Design Consulting Services.
- **Residential Accessibility Upgrades.** Prime design consultants at over 30 sites working to assure that accessible housing units meet both federal, state & city accessibility requirements.

City of Chicago Department of Aviation: Fire Protection for Existing Concourses. Provided the code review and architectural design for modifications to existing emergency exits required to comply with the Chicago code.

Capital Development Board/ Dept of Military Affairs: Bloomington Armory. Globetrotters provided design services for extensive mechanical upgrades and architectural security improvements.

The Hindu Temple of Greater Chicago: Design Architect / Architect of Record. Complete architectural services - from schematic through construction phases - on the Ganesha, Shiva, Durga Temple Expansion project.

City of Chicago Department of Water Management: New Guardhouse at South Water Purification Plant.

City of Chicago Department of Transportation: Couch Place Improvement Project. Redesigning this alley to enhance the existing east-west thoroughfare within the Theatre District, making it more pedestrian-friendly, visually appealing, and safe for all users.



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Engineering Corporation

KEVIN E. AIKMAN, Ph.D., CIH, LIH
Building Assessor – Environmental

United Analytical Services, Inc.

EDUCATION:

Southern Illinois University, Carbondale, IL - Ph.D., Plant Physiology, 1992
Eastern Illinois University, Charleston, IL - M.S., Plant Biology, 1987
Eastern Illinois University, Charleston, IL - B.S., Botany/Chemistry, 1986

CERTIFICATIONS:

American Board of Industrial Hygiene - Certified Industrial Hygienist - #CP 7707
IDPH Licensed Asbestos Project Designer - #100-6293
IDPH Licensed Asbestos Building Inspector - #100-6293
IDPH Licensed Asbestos Management Planner - #100-6293
IDPH Licensed Asbestos Project Manager - #100-6293
IDPH Licensed Air Sampling Professional - #100-6293
IDPH Licensed Lead Inspector/Risk Assessor - #L-1035
IDPH Licensed Lead Supervisor - #L-1035
Licensed Industrial Hygienist - #00202 (State of Illinois - EPA)

MEMBERSHIPS:

American Board of Industrial Hygiene & American Academy of Industrial Hygiene
American Industrial Hygiene Association (National & Chicago Chapter)
Board of Directors/President for the Chicago Section AIHA (2002 to Present)

EXPERIENCE:

3/99 - Present - United Analytical Services, Inc., Downers Grove, IL – Director of IH

Dr. Aikman is directly involved in the management of technical field services and is the Director of our NVLAP & AIHA accredited laboratory. Specifically, he directs all Environmental, Industrial Hygiene (IH), Safety, Indoor Air Quality (IAQ), Environmental Mold services and field work performed by the firm. Dr. Aikman is currently directing numerous Environmental Projects including asbestos inspections, design and abatement project management, Phase I & II environmental site assessments, IH/OSHA compliance investigations, and IAQ/microbiological surveys. Dr. Aikman's prior experience includes directing six (6) Statewide Asbestos Surveys for the Capital Development Board (CDB); Illinois Beach State Park (IBSP) Asbestos Task Force & Evaluating Sand Nourishment Sources for IBSP; inspection, design and project management of over 500 asbestos/lead abatement projects for public, private and governmental clients; OSHA compliance air and noise testing throughout the U.S.; and numerous IAQ/Environmental Mold investigations in schools, higher education and other private buildings throughout the U.S. Kevin has been the point of contact for four (4) State and Federal Service contracts for professional environmental and laboratory services with the CDB, Illinois Environmental Protection Agency – Asbestos Division, Illinois Department of Transportation, and Martin Marietta/Lockheed Martin Energy Systems.

Dr. Aikman also serves as a Board Member and past-President of the Chicago Local Section of the American Industrial Hygiene Association and has presented several seminars for professional organizations, IEPA Tools for Schools and private clients. Dr. Aikman has served as an expert witness on various asbestos and mold-related legal cases, and was the CIH expert on the State of Illinois Mold Task Force. The Illinois General Assembly resolved that the Task Force shall examine the mold issue in Illinois and make recommendations to the General Assembly pertaining to the regulation of mold in indoor environments in Illinois. Dr. Aikman serves on the American Industrial Hygiene Association, IEQ Technical Committee, as well as the Steering Committee for the Annual Chicagoland Safety & Health Conference. Dr. Aikman is also the Chairman of the Chicago Section AIHA Asbestos Sub-Committee/Task Force to review and comment on revisions to the Illinois Administrative Code 855.

THAD H. DANIELS JR.
Building Assessor - Environmental

United Analytical Services, Inc.

EDUCATION:

Elmhurst College, Elmhurst, Illinois - B.S. Biology, 1997

CERTIFICATIONS:

IDPH Licensed Asbestos Project Manager - 100-1306
IDPH Licensed Air Sampling Professional - 100-1306
IDPH Licensed Building Inspector - 100-1306
IDPH Licensed Lead Inspector/Lead Risk Assessor - L-1047
State of Wisconsin Asbestos Inspector - AII-115129
State of Wisconsin Asbestos Supervisor - ACS-115129
Indoor Air Quality: Practical and Applied - The Environmental Institute, Marietta, Ga.
Identification of Regulated Hazardous Wastes - TEI, Marietta, Ga.
Environmental Evaluations: Assessments and Audits - The Environmental Inst., Marietta, Ga.
Inspecting for Lead Hazards in Residences - Georgia Tech Institute, Atlanta, Ga.
Indoor Air Pollution - University of Illinois, Chicago, IL.
Radiation Safety Training - Scitex Corporation
Historical Research According to ASTM - EDR, Chicago, IL
Certified Lead Renovator - Environmental Management Institute, Indianapolis, IN

MEMBERSHIPS & ASSOCIATIONS:

American Society for Testing and Materials (ASTM)
ASTM Environmental Committee (E-50) and various sub-committees
ASTM Asbestos & Mold Task Groups
American Industrial Hygiene Association (AIHA) - Chicago Section

EXPERIENCE:

Present: United Analytical Services, Inc., Downers Grove, IL, Director of Field Services. As the Director of the Field Services, Mr. Daniels is responsible for the daily supervision of the environmental field staff, field staff training and development, technical proposals, marketing and project development. Mr. Daniels serves as client contact liaison as it relates to QA/QC for field services, documentation and reporting. He is directly involved in projects involving Asbestos Consulting, Mold Assessment & Testing, Indoor Air Quality Surveys, Environmental Site Assessment, and Lead-Based Paint Assessment and Testing.

Mr. Daniels is currently directing Environmental Projects including Asbestos, Lead, Phase I & II Investigations, Mold and Indoor Air Quality Surveys. He is also pursuing certification from the American Board of Certified Safety Professionals as a Certified Safety Professional (CSP).

As a member of the ASTM Committee E-50 on Environmental Assessment, Mr. Daniels has been involved in the draft and review of several ASTM Standards, Guidelines and Protocols. His subcommittee work has included being an active member on Phase I and Transaction Screen Task Groups and developing Guidelines for the Assessment of Asbestos Containing Building Materials and Mold in connection with real estate transactions.

As an environmental scientist, Mr. Daniels has more than 25 years of practical and applied experience in the environmental consulting field. Thad's experience includes performing inspection, project management, assessment and testing on more than 5,000 asbestos/lead projects for public, private, governmental, commercial and industrial clients. These projects have ranged in size from small scale/short duration to more than \$2,500,000 in construction costs. His mold and IAQ experience have ranged from small, single room studies to the comprehensive assessment of a 600,000 square foot high school facility.

KARLA SMITH-KASTEN
Building Assessor – Environmental

United Analytical Services, Inc.

EDUCATION:

West Shore College & Michigan State University - No Degree, General Studies

PROFESSIONAL REGISTRATION, TECHNICAL CERTIFICATIONS

Illinois Department of Public Health Licensed Asbestos Building Inspector, Project Manager, Air Sampling Professional #100-04817
Microscopical Identification of Asbestos/1997/McCrone Research Institute
NIOSH 582 Equivalent Course/ESI Envirosiences, Inc.
Illinois Department of Public Health Licensed Lead Inspector #L009860
Confined Space/Hazardous Emergency Control Certified
Advanced Polarized Light Microscopy Asbestos Identification / MICA
40 Hour Hazwoper Course
Rad Worker II Radiation Training
OSHA 10 Hour Construction Industry Safety Training
First Aide / CPR Certified
AIHA / AAR Registered Analyst ID 9006

MEMBERSHIPS:

Member – Illinois Microscopy Society
President – Chanticleer Home Owners Association

PROFESSIONAL EXPERIENCE:

United Analytical Services, Inc Senior Project Manager, Senior Microscopist - 1997 to Present

Since joining UAS, Ms. Smith-Kasten has been involved in the inspection, design and management of over 1,000 asbestos and lead abatement projects during the past 24 years. These projects include private, commercial, government, industrial, and institutional facilities; public and private schools; and residential projects. Her asbestos-related experience has a vast range. From coordination, scheduling and directing as many as 60 Asbestos Project Managers, Asbestos Air Sampling Professionals, Inspectors and Technicians on a \$45 million cleanup following the Chicago flood of 1991, to small residential air sampling projects less than \$500. Ms. Smith-Kasten have been responsible for asbestos building inspections in industrial facilities in excess of 2 million square feet which involved over 900 bulk samples, as well as a 24-story occupied office building involving over 1000 bulk samples. She has extensive experience in AHERA-related inspections in Chicago public schools exceeding 2 million square feet. Ms. Smith-Kasten has managed some of the largest asbestos abatement projects in Illinois schools under AHERA as well as projects for Illinois Department of Transportation, University of Chicago, Argonne National Laboratory, Great Lakes Naval Station, Fort Sheridan Army Reserve Base, Merchandise Mart/Kennedy Trust Fund, Sears Tower/John Buck Management Company, William Wrigley Junior Company, Illinois Capital Development Board, Chicago Housing Authority, Housing Authority of Cook County, Illinois. Additionally, Ms. Smith-Kasten has managed and/or supported many projects in other states for entities such as Michigan Department of Transportation, Oak Ridge National Laboratory, LaFarge Corporation, Ford Motor Company, Chrysler Motors, DOW Chemical, Gary Housing Authority, Indiana, and Veterans Hospital, Missouri.

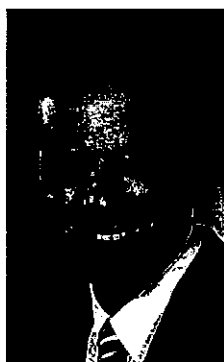
Ms. Smith-Kasten also holds an Illinois Lead Inspector license and has preformed numerous lead base paint inspections using an X-Ray Fluoroscope. She has also collected lead contamination samples and a variety of filter media. Ms Smith-Kasten has also preformed tasks relating to Industrial Hygiene testing on various sampling media on the projects listed above. Additionally, she has conducted mold investigations and sampling in schools, hospitals, and residential homes. Ms. Smith-Kasten has conducted heavy metal sampling of contaminated soils.

As a multi-task employee with United Analytical Services (UAS), Ms Smith-Kasten has been in charge of a statewide survey project involving the laboratory analyses, tracking, and documentation for over 5,000 asbestos bulk floor tile samples. She also provides in-house NIOSH 582 Equivalency training to field staff. Ms. Smith-Kasten also, manage UAS's AIHA/AAR Analyst Registry program and initiated a biannual PCM round robin sample exchange with four participating companies.



The Concord Group

Construction Consultants



EAMON RYAN

VICE PRESIDENT / PRINCIPAL

Eamon directs the Cost Estimating functions of the firm. As well as managing, coordinating and supervising all aspects of estimate production, he is also directly involved in the preparation of a wide variety of estimates. He routinely meets with clients to ensure estimating services are being provided to meet the client's needs.

He has over 15 years of experience in the cost estimating and project management fields and has worked with The Concord Group since 1999. Working for various construction-consulting firms both in the U.S. and abroad, he gained experience at all levels of estimating from conceptual to final bid documents stage on a wide variety of projects including educational, institutional, healthcare, industrial, commercial and historic renovation.

Eamon also has significant experience in managing construction projects, having worked as a project manager at The Art Institute of Chicago for 4 years. In this capacity Eamon was responsible for managing all aspects of the design and construction process on various renovation projects within the museum and school campus.

EDUCATION

BACHELOR OF SCIENCE

QUANTITY SURVEYING

Heriot Watt University

Edinburgh, Scotland 1995

PROFESSIONAL DIPLOMA

CONSTRUCTION ECONOMICS & MANAGEMENT

Limerick Institute of Technology

Limerick, Ireland 1995

RECENT PROJECTS

Public Building Commission of Chicago

Cost estimating services for entire program.

Chicago Public Schools

Cost estimating services for the capital program for a wide variety of school construction and renovation programs.

University of Wisconsin - Madison

Cost estimating services for the Bio-Chemistry-II building project.



The Concord Group

Construction Consultants



MAURIZIO MAGALLI

VICE PRESIDENT

Maurizio directs the Mechanical and Electrical functions of the firm. In addition to his "hands on" cost estimating for the electrical systems, he is also responsible for the scheduling, quality control, coordination and client relations for all MEP cost estimates. Additionally he manages the Specialized Real Estate Advisory Services of the firm, which includes projects such as: Property Condition Assessments, Inspections and Due Diligence

He began his career with a leading electrical engineering firm in Rome and was responsible for the design and planning of electrical distribution and control systems. As an electrical design consultant he successfully supervised the expansion, enhancement and modernization of numerous electrical systems with special consideration on energy conservation.

Relocating to the United States in 1990, he worked with leading construction consulting firms in Chicago as a senior cost engineer. His responsibilities included the cost control and project management for a large cross-section of construction projects in collaboration with major architectural and engineering firms.

EDUCATION

BACHELOR OF SCIENCE

ELECTRICAL ENGINEERING

Institute of Technology

Rome, Italy 1981

PROFESSIONAL AFFILIATIONS

IEEE – Institute of Electrical Engineers.

Association of Construction Inspectors

RECENT PROJECTS

University of Chicago

Cost estimates for capital improvement program

Chicago Public Building Commission

MEP estimates at all levels of design

Marcus Adams Properties

Condition survey for an 800K SF manufacturing facility

SCHEDULE G
OTHER CONDITIONS
Building Needs Assessment & Preventative Maintenance Plan Services for Existing Facilities
PS1918D

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EXHIBIT A
DISCLOSURE OF RETAINED PARTIES
Building Needs Assessment & Preventative Maintenance Plan Services for Existing Facilities
PS1918D

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ATTACHMENT C
DISCLOSURE OF RETAINED PARTIES
PUBLIC BUILDING COMMISSION OF CHICAGO
REQUEST FOR PROPOSALS FOR
BUILDING NEEDS ASSESSMENT AND PREVENTATIVE MAINTENANCE SERVICES
FOR FOREST PRESERVE DISTRICT OF COOK COUNTY EXISTING FACILITIES
PS1918A

A. Definitions and Disclosure Requirements

1. As used herein, "Consultant" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract or lease. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.
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

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: PS 1918A
Description of goods or services to be provided under Contract: RFP for Buildings Needs Assessment and Preventative Maintenance Plan Services for Forest Preserve District of Cook County Existing Facilities
2. Name of Consultant: Globetrotters Engineering Corporation
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Consultant 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) |
|------|------------------|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

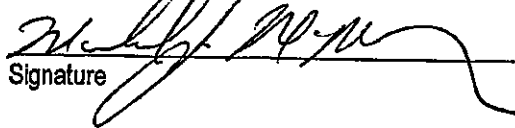
Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: ☒

4. The Consultant understands and agrees as follows:
 - a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate,

the Commission may terminate the contract or other transaction, terminate the Consultant's participation in the contract or other transactions with the Commission.

- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Consultant and that the information disclosed herein is true and complete.


Signature

March 16, 2012

Date

Michael J. McMurray

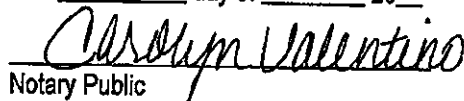
Name (Type or Print)

Chief Operating Officer

Title

Subscribed and sworn to before me

this 16th day of March 20 12


Notary Public

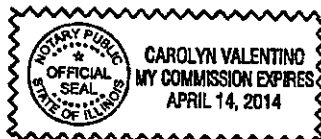


EXHIBIT B
DISCLOSURE AFFIDAVIT
Building Needs Assessment & Preventative Maintenance Plan Services for Existing Facilities
PS1918D

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DISCLOSURE AFFIDAVIT

Name: Globetrotters Engineering Corporation

Address: 300 South Wacker Drive, Suite 400, Chicago, IL 60606

Telephone No.: (312) 922-6400

Federal Employer I.D. #: 36-2819661 Social Security #: _____

Nature of Transaction:

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

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Michael J. McMurray, as Chief Operating Officer
(Name) (Title)

and on behalf of Globetrotters Engineering Corporation
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

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

Bidder/Proposer/Contractor is a:

| | |
|---|---|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> LLC |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> LLP |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Not-for-Profit Corporation |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other |

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) |
|----------------------------|--|----------------------------|--|
| <u>Niranjan S. Shah</u> | <u>Chairman, President & Treasurer</u> | <u>Niranjan S. Shah</u> | <u>Chairman, President & Treasurer</u> |
| <u>Michael J. McMurray</u> | <u>Chief Operating Officer</u> | <u>Jack J. Svaicer</u> | <u>Vice President</u> |
| <u>Ajay N. Shah, Esq.</u> | <u>Executive Vice President, General Counsel & Secretary</u> | <u>Ajay N. Shah, Esq.</u> | <u>Executive Vice President, General Counsel & Secretary</u> |
| <u>Gregory A. Boltz</u> | <u>Vice President</u> | <u>Thakor J. Bhagwakar</u> | <u>Director</u> |
| <u>Ahmad I. Karim</u> | <u>Vice President</u> | <u>Vinod Thanki</u> | <u>Director</u> |
| <u>Michael J. Paulius</u> | <u>Vice President</u> | <u>Nurul Chowdhury</u> | <u>Director</u> |
| <u>Jack J. Svaicer</u> | <u>Vice President</u> | | |

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 |
|-------------------------|---|--------------------|
| <u>Niranjan S. Shah</u> | <u>300 South Wacker Drive, Suite 200, Chicago, IL 60606</u> | <u>100%</u> |
| _____ | _____ | _____% |
| _____ | _____ | _____% |

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

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

| Name of Partners (Print or Type) | Percentage Interest |
|----------------------------------|---------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [] No []
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

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

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

| Name(s) | Address(es) |
|---------|-------------|
|---------|-------------|

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

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

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in

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

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil 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. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been

convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

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

____NA_____

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

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

D. OTHER TAXES/FEEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary.

____NA_____

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 Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

____ NA _____

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

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction⁵; (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

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

____ NA _____

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

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

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.

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

IV. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

V. VERIFICATION

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

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

Michael J. McMurray
Signature of Authorized Officer

Michael J. McMurray
Name of Authorized Officer (Print or Type)

Chief Operating Officer
Title

(312) 922-6400
Telephone Number

State of Illinois

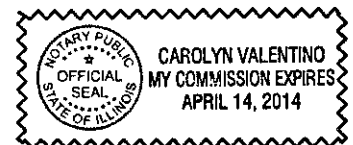
County of Cook

Signed and sworn to before me on this 20th day of April, 2012 by

Michael J. McMurray (Name) as Chief Operating Officer (Title) of

Globetrotters Engineering Corporation (Bidder/Proposer or Contractor)

Carolyn Valentino
Notary Public Signature and Seal



Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; 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).

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

**Building Needs Assessment & Preventative Maintenance Plan Services for Existing Facilities
PS1918D**

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, 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, 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 duly designated representative as appointed in writing.
- (7) "Good faith efforts" means actions undertaken by a Professional Service Provider to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.
- (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;
 - (iii) Asian-Americans, which includes (persons whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent);
 - (iv) American Indians, which includes persons having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment; and

b. Individual members of other groups, including but not limited to Arab-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 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 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 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-protégé 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.

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.
- 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-consultants status as an MBE or WBE was a factor in the award and such status was misrepresented by the Professional Service Provider.

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

11. Prohibition On Changes To MBE/WBE Commitments

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.

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

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

(4) 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.

(5) 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.

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: _____

FROM:

_____ MBE _____ WBE _____

(Name of MBE or WBE)

TO:

_____ 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

_____ 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.

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

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Name of MBE/WBE Firm (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

Phone

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

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 |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| Total Net MBE/WBE Credit | | \$ | \$ |
| Percent of Total Base Bid | | % | % |

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)

Phone/FAX

MBE ____ WBE ____ Non-MBE/WBE ____

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)

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

| | | |
|---|--|---|
| Name (as shown on your income tax return) Globetrotters Engineering Corporation | | PS 1918 D |
| Business name/disregarded entity name, if different from above | | |
| Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶ | | |
| <input type="checkbox"/> Exempt payee | | |
| Address (number, street, and apt. or suite no.) 300 South Wacker Drive, Suite 400 | | Requester's name and address (optional) Public Building Commission of Chicago 50 West Washington Street, Room 200 Chicago, IL 60602 |
| City, state, and ZIP code Chicago, IL 60606 | | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | |
|------------------------|--|--|---|--|--|--|---|--|
| Social security number | | | | | | | | |
| | | | - | | | | - | |

| | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|
| Employer identification number | | | | | | | | |
| 3 | 6 | - | 2 | 8 | 1 | 9 | 6 | 6 |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ 

Date ▶ **3-29-12**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



GLOBE-3

OP ID: JW

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
05/07/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|---------------------|--|------------------------------------|
| PRODUCER The David Agency Insurance Inc 385 N York Rd Elmhurst, IL 60126 Frederick D. Arkin | 630-516-9000 | CONTACT NAME: | |
| | 630-516-0700 | PHONE (A/C, No, Ext): 630-592-5370 | FAX (A/C, No): 630-516-0700 |
| | | E-MAIL ADDRESS: jjones@thedavidagency.com | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A: Employers Assurance Co. | |
| | | INSURER B: Houston Casualty Company | |
| | | INSURER C: James River Group | |
| | | INSURER D: The Hartford Insurance Co. | 38288 |
| | | INSURER E: Admiral Insurance Company | |
| | | INSURER F: Acuity | 14184 |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|--|-------------------------------------|---------------|-------------------------|-------------------------|--|--|
| C | GENERAL LIABILITY | | | | | | | |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 00052538-0 | 03/22/12 | 03/22/13 | EACH OCCURRENCE \$ 1,000,000 | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 | |
| | <input checked="" type="checkbox"/> \$50,000 Occ Ded | | | | | | MED EXP (Any one person) \$ Excluded | |
| | <input checked="" type="checkbox"/> \$10M Per Projec | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 2,000,000 | |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 | |
| | | | | | | | Emp Ben. \$ 1,000,000 | |
| D | AUTOMOBILE LIABILITY | | | | | | | |
| | <input checked="" type="checkbox"/> ANY AUTO | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 83UECJG5137 | 03/22/12 | 03/22/13 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 | |
| | <input checked="" type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per person) \$ | |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) \$ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ | |
| | | | | | | | \$ | |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB | <input checked="" type="checkbox"/> | | | | | EACH OCCURRENCE \$ 5,000,000 | |
| | <input type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> | | H12XC50086-00 | 03/22/12 | 03/22/13 | AGGREGATE \$ 5,000,000 | |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | | |
| | <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> | N/A | EIG1472878 | 03/22/12 | 03/22/13 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 | |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 | |
| E | Professional Liab | | | E000001768601 | 08/17/11 | 08/17/12 | Liab 5,000,000 | |
| F | BPP - SPCL FORM | | | X38392 | 03/22/12 | 03/22/13 | PROPERTY 2,123,709 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: PS1918D Building needs Assessment & Prevention Maintenance Plan Services for Various Agencies. The following are named as Additional Insureds on a Primary and Non-Contributory basis for any liability arising directly or indirectly for work: The Public Building Commission of Chicago, The User Agency and any other entity

| | |
|--|--|
| CERTIFICATE HOLDER | CANCELLATION |
| PUBLIC2 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| ok. erylant 5/9/12 Public Building Commission of Chicago Richard Daley Center 50 W Washington St Rm 200 Chicago, IL 60602 | AUTHORIZED REPRESENTATIVE <i>John W. Weldon CPCLU</i> |

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NOTEPAD:

HOLDER CODE PUBLIC2
INSURED'S NAME Globetrotters Engineering Corp

GLOBE-3
OP ID: JW

PAGE 2
DATE 05/07/12

designated on the Task Order. Waiver
of Subrogation also applies to the General Liability, Workers Compensation
Auto Liability

The Building Commission of Chicago, the User Agency
and any other entity designated on the Task Order
is named as Additional Insured on a Primary,
non-contributory basis with respect to the
Auto Liability and General Liability

Acuity Insurance provides \$2,123,709 Business
Personal Property Coverage, Special Form, RC,
\$1000 Ded and \$10,000 Valuable Papers, \$1000 Ded.