

Public Building Commission of Chicago Standard Terms and Conditions – PS1935
Contract For Goods Less Than \$25,000

This Contract is made and dated Aug 2, 2012 by and between:

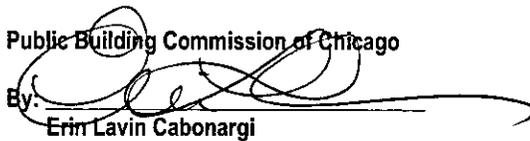
PBC: Public Building Commission of Chicago 50
West Washington, Chicago, Illinois 60602
("PBC") and

Seller: 3 Degrees Group, Inc
38 Keyes Ave, Suite 300
San Francisco, CA 94129

For the purchase of:
Green Power Renewable Energy Certificates
(Greater Grand Crossing Branch Library)

At the Lump Sum Fee: \$441.98

Public Building Commission of Chicago

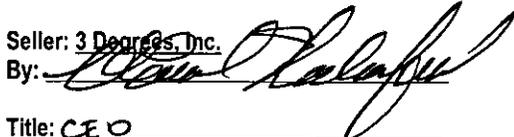
By: 

Erin Lavin Cabonargi

Title: Executive Director

Date: 8.14.12

Seller: 3 Degrees, Inc.

By: 

Title: CEO

Date: 8/3/12

1. Warranties. The Seller warrants that all Goods delivered under this Contract are now, and at the time of delivery will be: free from defects in materials and workmanship; free from defects in design and suitable for the intended purposes; free from any security interest or other lien or encumbrance. Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim hostile to the Seller's rights in the Goods. The Goods shall comply with all applicable federal, state and local laws and regulations and conform to the terms of this Contract. The warranties herein shall survive any inspection, delivery, acceptance or payment by the PBC.

2. Compliance With Laws. In performing under this Contract, Seller shall comply with all applicable federal, state and local laws and regulations.

3. Time Is Of The Essence. Time is of the essence for this Contract.

4. Delivery, Inspection And Acceptance Of The Goods. The risk of loss or damage to the Goods shall remain with the Seller until the Goods are delivered to the PBC in accordance with the terms hereof. Passing title on delivery will not constitute acceptance of the Goods. [Notwithstanding any prior payments by the PBC, all Goods shall be subject to final inspection and acceptance at the PBC's office.] The PBC shall not be deemed to have accepted the Goods until it has had a reasonable opportunity to inspect and/or test the Goods, which shall be a minimum of thirty (30) days after the date upon which the Goods are delivered.

5. Rejection of Goods. If the PBC rejects any Goods for failure to conform to the requirements of this Contract, the PBC shall notify the Seller of the rejection, and the Seller shall have the option of repairing or replacing the Goods within fifteen (15) days. The rejected Goods shall be returned to Seller, at Seller's expense. If the Seller fails to repair or replace the rejected Goods, the PBC shall have the option of terminating this Contract.

6. Invoices. The Seller shall deliver to the PBC, to the address specified by the PBC, an invoice for the Goods upon or within seven (7) days of the Seller's delivery of the Goods. The invoice shall be signed by the Seller, shall reference this Contract, and shall specify the number of Goods delivered, the unit price, the total price and the date the Goods were delivered.

7. Payment. If the Seller has complied with all terms and conditions of this Contract, the PBC shall make payment to the Seller within thirty (30) days after the delivery of the Seller's invoice to the PBC. ***The PBC's payment for the Goods shall not constitute a waiver by the PBC of any term or condition of this Contract.***

8. No Waivers. Any failure by the PBC to enforce any provision of this Contract shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.

9. Governing Law. The laws of the State of Illinois shall govern this Contract.

10. Choice of Forum. Any suit regarding this Contract or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.

11. Indemnity. The Seller shall defend, indemnify and hold the PBC, City of Chicago and its commissioners, officers, agents, officials, and employees harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorneys fees) for personal injury and property damage, arising out of or in connection with the

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Goods delivered or provided by Seller, or any person employed by Seller, to the maximum extent permitted by law. The Seller's obligation to defend, indemnify and hold the PBC harmless shall survive the expiration, termination or cancellation of this Contract and shall include the payment of any and all attorneys' fees and costs incurred by the PBC in defending any such claim.

12. Insurance -- The Seller shall procure and maintain at all times, at Seller's expense, workers compensation, comprehensive general liability and automobile liability insurance, in amounts specified by the PBC, as set forth in Exhibit A, and which name the PBC as an additional insured on a primary, non-contributory basis. Seller will include a waiver of *Kotecki v. Cyclops Welding Corporation*, 146 Ill.2d 155 (1991) endorsement specifically insuring Seller's obligations pursuant to its waiver of Kotecki rights.

13. Taxes. PBC is exempt from the payment of (1) Retailers' Occupation Tax, (2) the Service Occupation Tax (state and local), (3) Use taxes; and (4) federal excise taxes. The PBC will deduct any such taxes the Seller includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-06.

14. Amendments. Oral statements and understandings are not valid or binding, and this Contract may not be changed or amended except by a written amendment signed by both parties.

15. Termination. The PBC reserves the right to terminate this Contract at anytime by providing written notice to the Seller.

16. Notices. All notices and other communications required under this Contract must be given in writing by either personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.

17. Remedies. The remedies reserved in this Contract are cumulative and in addition to any other remedies provided in law or equity.

18. Headings. Headings used in this Contract are for convenience and reference only and not affect the interpretation of this Contract.

19. Partial Invalidity. If any provision of this Contract is or becomes void or unenforceable by force or operation of law, the other provisions will remain valid and enforceable.

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Exhibit A

VENDOR is to provide Green-e certified power Renewable Energy Certificates to offset 70% of the projected electrical use of the Greater Grand Crossing Branch Library project over the first 2 years of building occupancy or a REC purchase start date of 05/01/11. Vendor to provide paperwork for LEED submittal to earn Energy and Atmosphere credit 6 and credit for innovation and design for double Green Power.

- Greater Grand Crossing branch library – offset 216,000 kWh (108,000 kWh/y *2 yrs)
- Vendor will send attestation of exact facilities from which they source the RECs at close of each year.
- RECs to be delivered on or before April 15th following each Green-e Vintage Year

VINTAGES AS FOLLOWS WITH COVERAGE BEGINNING:

2012: 108 MWh

2013: 108 MWh

% Offset	Points	REC Options	Annual MWh	Total MWh (Two Years)	Cost/ MWh	Total Cost
With RECs	Available	National Wind Energy	108	216	\$2.05	\$441.98
70.0%	2					

To coordinate the deliverables, please Contact Deeta Bernstein with the PBC at 312-744-0313, email: Deeta.Bernstein@cityofchicago.org

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Exhibit B

COMPENSATION OF THE VENDOR

B.1 VENDOR'S FEE

- B.1.1 The Commission shall pay the Vendor for the satisfactory performance of the Services a **Lump Sum Fee ("Fee")** of **\$441.98** for all Work included in Exhibit A, inclusive of direct expenses. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendments constitute the Vendor's full fee for Services.
- B.1.2 Vendor's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

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Exhibit C
INSURANCE REQUIREMENTS

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

C.1. INSURANCE TO BE PROVIDED

C.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

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

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

C.2. ADDITIONAL REQUIREMENTS

The Seller must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Seller 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 Seller is not a waiver by the Commission of any requirements for the Seller to obtain and maintain the specified coverage. The Seller will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Seller of the obligation to provide insurance as specified in this Agreement. Non-fulfillment 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 Seller 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 policies are canceled, substantially changed, or non-renewed.

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

The Seller hereby waives and agrees to require their insurers to waive their rights of subrogation against the Public Building Commission of Chicago and the City of Chicago, their respective Board members, employees, elected and appointed officials, and representatives.

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

Any insurance or self-insurance programs maintained by the Commission, Chicago Park District, the Board of Education of the City of Chicago and the City of Chicago do not contribute with insurance provided by the Seller 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.

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

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

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

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Exhibit D

DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. As used herein, "Vendor" 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 Vendor has retained or expects to retain with respect to the contract or lease. In particular, the Vendor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Vendor is not required to disclose employees who are paid solely through the Vendor's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Vendor hereby certifies as follows:

1. This Disclosure relates to the following transaction: Greater Grand Crossing Library

Description or goods or services to be provided under Contract: Renewable Energy Certificates

2. Name of Vendor: 3Degrees Group, Inc.

3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Vendor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

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

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

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Exhibit E

PUBLIC BUILDING COMMISSION AGREEMENT – PS1866
MWBE REPORT
Contract For Services Less Than \$25,000

MBE/WBE Certifications

Is your organization currently certified as a Minority-Owned Business Enterprise ("MBE") or Women-Owned Business Enterprise ("WBE") with any of the following agencies or organizations?

Yes No

If "Yes" check and **ATTACH copy of current Letter of Certification:**

Certifying Agency:

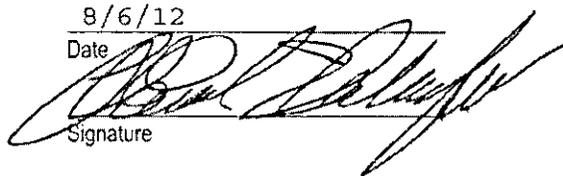
State of Illinois - Department of Central Management Services _____
Women's Business Development Center _____
Chicago Minority Business Development Council _____
City of Chicago _____
County of Cook _____
Metropolitan Water Reclamation District _____

Category:

MBE _____
WBE _____

If yes, please submit a one current copy of your firm's letter of certification from no more than one of the applicable agencies listed above.

3Degrees Group, Inc.
Company Name
Dan Kalafatas
Print Name

8/6/12
Date

Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/8/2012

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 Sequoia Benefits & Insurance Services, LLC 1850 Gateway Drive, Suite 600 San Mateo CA 94404	CONTACT NAME: Michael Borcich PHONE (A/C No. Ext.): (650) 369-0200 E-MAIL ADDRESS: mike@sequoia.com	FAX (A/C No.): (650) 369-0201
	INSURER(S) AFFORDING COVERAGE	
INSURED 3 Degrees Group, Inc. 2 Embarcadero Center, Suite 2950 San Francisco CA 94111	INSURER A: Hartford Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

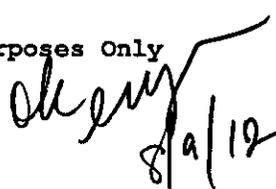
COVERAGES CERTIFICATE NUMBER: CL1232800125 REVISION NUMBER:

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
A	GENERAL LIABILITY			57 UUN JW2814	02/14/2012	02/14/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER CANCELLATION

For Informational Purposes Only  8/9/12	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 

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