



**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICES AGREEMENT-Services Less Than \$25,000
Survey Services – Cnty Elementary School Annex – PS2025**

This Contract is made and is dated July 10, 2014 by and between:

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

Consultant: Professionals Associated Construction
Layout & Survey Co., Ltd.
7100 North Tripp Avenue
Lincolnwood, IL 60712

For the Services of: Description of Services attached hereto as Exhibit A.

At a not to exceed dollar amount of:
\$8,500.00

Project: Cnty Elementary School Annex
Survey Services
PS2025

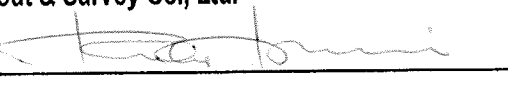
PUBLIC BUILDING COMMISSION OF CHICAGO

By: 
Erin Lavin Cabonargi

Title: Executive Director

Date: 8.18.14

**Consultant: Professional Associated Construction
Layout & Survey Co., Ltd.**

By: 

Title: President

Date: 8/15/14

1. Performance Standard. The Consultant represents and agrees that the Services performed under this Contract 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. Consultant shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of its Services or the Project. The Consultant further represents that it will assign at all

times during the performance of the Services the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Contract.

2. Failure to Meet Performance Standards. If the Consultant fails to comply with its obligations under the standards of this Contract, 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.

3. Compliance with Laws. In performing under this Contract, all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority will be followed and complied with in all respects by the Consultant.

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

5. Invoices. Once each month, the Consultant will submit an invoice to the PBC for Services performed during the preceding month. Each invoice must include the Contract and be supported with such reasonable details and data as the PBC may require.

6. Compensation of Consultant. The Commission shall pay the Consultant a **Not to Exceed Amount** and Expenses, which are approved prior to being incurred, as set forth in Exhibit B. PBC will process payments within thirty (30) days of receiving an acceptable invoice from the Consultant. The PBC's payment for the Services shall not constitute acceptance of the Services or a waiver by the PBC of any term or condition of this Contract.

7. 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.

8. Indemnity. The Consultant shall defend, indemnify and hold the PBC the Board of Education of the City of Chicago and the City of Chicago and its commissioners, officers, agents, officials, and employees "the Parties" harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorney's fees) for personal injury and property damage, arising out of or in connection with the Services provided by Consultant, or any person employed by Consultant, to the maximum extent permitted by law. The Consultant's obligation to defend, indemnify and hold the Parties harmless shall survive the expiration, termination or

PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
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cancellation of this Contract and shall include the payment of any and all attorneys' fees and costs incurred by the Parties in defending any such claim.

9. 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 Consultant includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-05.

10. Insurance. The Consultant shall procure and maintain at all times, at Consultant's expense, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, as set forth in Exhibit C, and which name the Parties as an additional insured on a primary, non-contributory basis.

11. Independent Contractor. In performing the Services under this Contract, 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 PBC.

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

13. 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 PBC including copyrights.

14. Confidentiality. All of the reports, information, or data prepared or assembled by the Consultant under this Contract 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 PBC. In addition, the Consultant shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Contract, the Project or the Services.

15. Termination. The PBC reserves the right to

terminate this Contract at any time by providing written Notice to the Consultant.

16. Notices. All notices and other communications required under this Contract must be given in writing by 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. Governing Law. The laws of the State of Illinois shall govern this Contract.

19. 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.

20. Non-assignment. The Consultant shall not delegate or assign any rights or claims under this Contract, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.

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

22. Partial Invalidity. If any provision of this Contract is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.

23. 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.

24. Binding Effect. This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees

25. Entire Agreement. This Contract, and its accompanying exhibits, 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

**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
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EXHIBIT A
DESCRIPTION OF SERVICES**

Consultant Services includes but limited to the following services

Provide (2) electronic AutoCad.DWG files with associated pen sets on CD; (2) electronic PDF files on CD; (2) Office of Underground Coordination (OUC) file number and backup information on CD; 10 black line prints signed, sealed and certified by a licensed Land Surveyor. Prepare Survey in the latest version of AutoCAD, unless agreed upon otherwise. Include PCP or PC2 (Plotter/Printer Control Parameters) files for AutoCAD.DWG file; so that pen weights remain consistent. Orient drawings with North to the top or to the left unless indicated differently. Scale of the reproducible drawings will be 1:20 and clearly state scale on the survey graphically and alphanumerically. On each drawing indicate the project's name and address; surveyor's name, address, phone number, job number, date or revision date and type of survey. For Zoning and City Council exhibits, prepare property boundary exhibits, land use maps and right-of-way plats per the PBC provided format. It is understood that the PBC and its consultants may reproduce the drawings without modification and distribute the copies without incurring obligation for additional compensation to the Surveyor.

Commission Representative: Mehernosh P. Mistry

EXHIBIT B
COMPENSATION OF THE CONSULTANT

B.1 CONSULTANT'S FEE

- B.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services in a **Lump Sum Amount("Fee")** of **\$8,500.00** for all work included in Exhibit A. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendment constitutes the Consultant's full fee for Services.
- B.1.2 Consultant'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.
- B.1.3 Direct expenses include, but are not limited to copying jobs, in town transportation expenses, parking expenses, etc. All direct expenses must have prior written approval from the Commission prior to Consultant invoicing for payment.



PROFESSIONALS ASSOCIATED

EST 1980

Construction Layout & Survey Co, Ltd

7100 North Tripp Avenue

Lincolnwood, IL 60712

(847) 675-3000 Phone - (847) 675-2167 Fax

pa@professionalsassociated.com

WBE certified with the City of Chicago

DBE Certified with the Illinois Department of Transportation

Member of Technical Engineers Union Local 130

www.professionalsassociated.com

June 20, 2014

Mistry Mehernosh
Public Building Commission of Chicago
R.J. Daley Center
50 W. Washington
Chicago, IL 60602

Sent via email to: Mehernosh.Mistry@cityofchicago.org

**RE: Survey for Update of 3740 N. Panama Avenue, Chicago, Illinois
Arthur Canty Elementary School # 00-51581**

Dear Mistry,

Pursuant to your request, we are pleased to submit this proposal for the above-referenced project. Professionals Associated Survey proposes to perform the following surveying services:

To provide surveying services as detailed in your scope of work per attachments dated June 23, 2014, Alta update survey fee is \$8500.00.

Listed below are requirements we do not provide per your attachments:

- B-4 Do not provide
- D-4 Do not provide
- D-13 We do not provide the species of the trees
- D-24 Only if visible.
- D-23 Can not provide size and type of ducts, dept of cover etc.

Any additional work not listed will be performed additional charge. Up dated survey after six (6) months discounted pertaining to previous survey requirements.

Professionals Associated is a certified WBE with The City of Chicago.

We thank you for the opportunity to offer a proposal on this project and look forward to working with you. If you have any Questions please do not hesitate to contact us.


Sincerely,
Elaine Bowersox

Attachment B
Schedule of Cost for
SURVEY
Arthur Canty Elementary School Annex

Complete the following table for the Canty ES Annex Scope of Work costs. Please include and add all materials, equipment, vehicles, office labor, field labor, travel, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

Task Item	Quantity	Unit	Unit Cost	Subtotal
A. Survey Options				
ALTA Survey per Scope of Work (Attachment A)	1	Lump Sum		88500

(Firm Name) Professionals Associated Survey agrees to provide Survey Services as detailed in the Scope of Work (Attachment A) for the not-to-exceed amount indicated above.


 (Signature)

X RADMILA PAVLOVIC, PRES.
 (Printed Name and Title)

EXHIBIT C
INSURANCE REQUIREMENTS

(INSURANCE REQUIREMENTS ATTACHED)

Client#: 846890

PROFEASS3

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/03/2014

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 USI Midwest - Euclid-Prof Liab 234 Spring Lake Drive Itasca, IL 60143	CONTACT NAME: PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: laurie.cloninger@usi.biz	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Professionals Associated Construction Layout & Survey Co., Ltd. 7100 N Tripp Ave Lincolnwood, IL 60712	INSURER A: Travelers Indemnity Co of Ct	25682
	INSURER B: Travelers Indemnity Company	25658
	INSURER C: Travelers Casualty and Surety	19038
	INSURER D: American Automobile Insurance	21849
	INSURER E: INSURER F:	

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

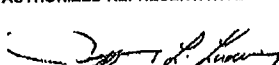
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	GENERAL LIABILITY	Y	Y	6807C750992	02/09/2014	02/09/2015	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
								\$
B	AUTOMOBILE LIABILITY	Y	Y	BA8C434888	02/09/2014	02/09/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	CUP7C752727	02/09/2014	02/09/2015	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	UB4025T963	02/09/2014	02/09/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N	N/A				E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Professional Liability			MZO80490116	06/01/2014	06/01/2015	\$2,000,000 each claim / annual aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Professional Liability is written on a 'claims made' policy form.

RE: Project No. 05750 / PS2021 - ALTA Survey for Canty Elementary School Annex

The General and Auto Liability policies include an automatic Additional Insured endorsement that provides (See Attached Descriptions)

CERTIFICATE HOLDER Public Building Commission Procurement Department Richard J. Daley Center, Room 200 50 W Washington St Chicago, IL 60602 ok eryan 7/8/14	CANCELLATION 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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DESCRIPTIONS (Continued from Page 1)

Additional Insured status to the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago only when there is a written contract that requires such status, and only with regard to work performed by the named insured. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording. The Auto Liability policy contains a special endorsement with "Primary and Noncontributory" wording. The General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation when required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph 11., **OUR RIGHT TO RECOVER FROM OTHERS.**, of SECTION IV – **CONDITIONS.**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
 - b. "Personal injury" or "advertising injury" caused by an "offense" that is committed;
- subsequent to the execution of the contract or agreement.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00)-01**

POLICY NUMBER: (XAUB-4025T96-3-14)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH
THIS WAIVER.

DATE OF ISSUE: 02-05-14

ST ASSIGN:

EXHIBIT D
DISCLOSURE OF RETAINED PARTIES

(DISCLOSURE OF RETAINED PARTIES ATTACHED)

Attachment D
DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

As used herein, "Consultant" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").

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.

"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.

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description of goods or services to be provided under Contract:

Name of Consultant: Professionals Associated Construction Layout & Survey Co, Ltd.

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)
None			

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

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.

<u>[Signature]</u>	<u>8.15.2014</u>
Signature	Date
<u>RADMIKA BYLOVIC</u>	<u>PRESIDENT</u>
Name (Type or Print)	Title

Subscribed and sworn to before me

This 15th day of Aug 2014

[Signature]

Notary Public

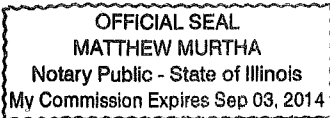


EXHIBIT E
M/WBE REPORT
MBE/WBE Certifications

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:

City of Chicago

County of Cook _____

Category:

WBE _____

MBE _____

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.

Professionals Associated

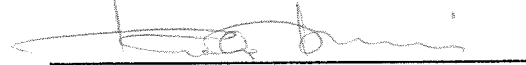
Company Name

Radmila Pavlovic

Print Name

8/15/14

Date



Signature



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

APR 03 2014

Radmila Pavlovic
Professionals Associated Construction Layout and Survey Co. Ltd.
7100 N. Tripp Avenue
Lincolnwood, IL 60712

Dear Ms. Pavlovic:

We are pleased to inform you that **Professionals Associated Construction Layout and Survey Co. Ltd.** has been recertified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **04/01/2017**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **04/01/2015**, and **04/01/2016**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **4/01/2017**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **02/01/2017**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

[Handwritten signature]
S.W.

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

531390 - Real Estate Consultants' (except Agents, Appraisers) Offices

541370 - Land Surveying Services

Your firm's participation on City contracts will be credited only toward **Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/si