



Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602
www.pbcchicago.com

**PROFESSIONAL SERVICES AGREEMENT
COST ESTIMATING SERVICES (PS2070B)**

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

THE CONCORD GROUP OF ILLINOIS, INC.

FOR

COST ESTIMATING SERVICES (PS2070B)

Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602
www.pbcchicago.com

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Mayor Rahm Emanuel
Chairman

Felicia S. Davis
Executive Director

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EXECUTION PAGE
COST ESTIMATING SERVICES - PS2070B

PUBLIC BUILDING COMMISSION OF CHICAGO

Kal Emmanuel Date: _____
Mayor Rahm Emmanuel
Chairman

ATTEST:

[Signature] Date: 6/24/16
Lori Ann Lypson
Secretary

CONSULTANT: THE CONCORD GROUP OF ILLINOIS, INC.

[Signature] Date: 6/3/16
President or Approved Signatory

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Edmond Ryan and _____
on behalf of Consultant this 3rd day of June, 2016.

[Signature]
Notary Public
My Commission expires: 01/30/19
(SEAL OF NOTARY)



Approved as to form and legality:
Anne L. Tredel
Neal & Leroy, LLC

Date: 6-12-2016

**SCHEDULE A
TERMS AND CONDITIONS**

1. **Recitals.** The Recitals set forth on the Execution Page of this Agreement are hereby incorporated herein by reference.
2. **Definitions.** The herein words and phrases have the following meanings for purposes of this Agreement.
 - a. **Agreement** means this Professional Services Agreement for Specialty Consulting Services, including all schedules, exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, supplements or Task Orders 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 to perform the Services required 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. **Equipment** means the articles or physical resources, tangible or intangible, including but not limited to, hardware, firmware or software enabling the Commission to implement the Projects and Consultant to perform the Services under this Agreement.
 - g. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.
 - h. **Key Personnel** means those job titles and persons as identified in such positions in the Request for Qualifications response.
 - 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 Section IV of the Request for Qualifications response and the assigned Task Order.
 - j. **Sub-consultant or Subcontractor** means a partnership, firm, corporation or entity other than the Consultant that furnishes labor, materials and/or equipment to the Consultant related to the performance of the Services 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.
3. **Incorporation of Documents.** The Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is 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 such Resolution and will comply fully with all applicable portions thereof in performing the Services.
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 Standard.** 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 under this Agreement 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. **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.
 - e. **Limitations on Sub-Consultants and Subcontractors.** 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.
 - f. **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.
 - g. **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.
5. **Representations and Warranties.** Consultant represents, warrants and covenants that (a) it will comply with all laws and regulations in performing the Services; (b) it will perform the Services in accordance with the terms and conditions of the Agreement in a professional and workmanlike manner consistent with best industry standards and practice; (c) it possesses all right, power and authority to enter into this Agreement; (d) all Deliverables shall be original works of Consultant or that Consultant shall have all rights necessary to provide such Deliverables; and (e) neither the Services, Deliverables or any other materials or any part thereof, provided to the Commission shall infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. If any Services performed by Consultant fail to meet the above warranties, then without limiting any other remedies at law or in equity, Consultant shall promptly correct or re-perform any such affected Services at no cost to the Commission. Further, Consultant acknowledges that the Commission has entered or will enter into agreements with third party vendors to provide a third party data hosting site and a disaster recovery site. Consultant agrees to abide by all rules, regulations and other requirements prescribed by such third party vendors in order to gain access to the Equipment and perform the Services required by this Agreement.
6. **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 Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); 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, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended, 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 or 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. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at www.pbcchicago.com/pdf/RES_PBC_eccodeofethicsconsolApril%202013_20130405.pdf and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.
- d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.
- e. **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.
- f. **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 of this Agreement.

- g. **CW System.** The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the CW procedures and submit progress reports and other Deliverables through the CW System. The Consultant must attend courses and receive training on the CW System provided by or on behalf of the Commission. Any costs incurred by Consultant as a result of the attendance of Consultant's personnel at CW System courses are not compensable 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 engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws, rules and regulations including but not limited to, those referenced in subparagraphs (a) and (b) above.
- 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.

7. **Term.**

- a. 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. This agreement may be terminated by the Commission, with cause, upon thirty (30) days notice to the Consultant and, provided further, that this agreement may be terminated at any time during the term by mutual agreement of the parties.
- 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.

8. **Compensation of Consultant; Submission of Invoices through CW.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of \$1,000,000.00. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule A of this Agreement, or as modified by written authorization. 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.
9. **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 subparagraph 5(d) above, 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.
 - 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 Consultant to perform the Services. 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 Services shall be the property of the Commission, including copyrights.
 - h. **Audits.** The Commission shall have the right to audit the books and records of the Consultant on all subjects relating to the Services.
10. **Indemnification of Commission and Third Party Vendors.** The Consultant hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees and any third party hosting site or disaster recovery site from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Consultant or any person employed by the Consultant to the maximum extent permitted by applicable law.
11. **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 ATTACHMENT E.
12. **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.
13. **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.
14. **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.
15. **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.

16. **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.
17. **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 signature(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.

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SCHEDULE B SCOPE OF SERVICES

The following services represent the typical tasks Consultant will be required to perform for the PBC. Tasks may include other services not listed below on a project by project basis.

1. Provide conceptual Cost Estimating Services as needed.
2. Assist in evaluating various design solutions.
3. Prepare budget yardsticks for differing project types.
4. Prepare, maintain, and provide access to a construction cost database for all projects that evaluates estimated cost versus bid data.
5. Advise on the appropriate contingencies for the various budget components to compensate for the level of risk related to confidence in the completeness of the information available.
6. Prepare construction cost estimates at the appropriate design stages (Schematic Design, Design Development, 60% Construction Documents, 90% Construction Documents and Issue for Bid) to verify that the design and scope of the project are within the budget parameters.
7. Attend design meetings as required to assist in making cost related decisions as they relate to proposed design options.
8. Perform site visits if required to evaluate existing conditions.
9. Evaluate estimates prepared by others, including AOR's estimator, as needed.
10. Provide estimate reconciliation services as required.
11. Work with PBC Construction staff to evaluate the risk associated with the design and to ensure that variables such as site logistics, constructability, local participation, shift work etc. are adequately accounted for in costs.
12. Participate in value engineering exercises and evaluate proposed building design systems as to quality, first cost and life cycle cost, constructability, and labor and material availability.
13. Consult with and advise the PBC of budget variances and make recommendations for corrective actions.
14. Advise on the advantages and disadvantages of the various project delivery methods and recommend the appropriate delivery method for specific projects.
15. Identify long lead items and recommend methods of procurement to achieve the project schedule.
16. Assist in the evaluating and negotiating of bids.
17. Prepare detailed cost estimates for all change orders as requested by PBC Construction staff.
18. Perform site visits to evaluate existing conditions as they relate to proposed change orders.
19. Provide estimate information in a format that assists PBC PMs in reviewing and negotiating change orders.
20. As required, attend meetings with contractors to assist PBC in the review and negotiation of change orders.
21. Provide estimates on JOC projects as required, review contractor's JOC proposals for accuracy and provide analysis for use in negotiation.
22. Provide quantity takeoffs and third party tabulations.
23. Review drawings and specifications for errors and omissions trade consistency.
24. Provide estimating training to PBC staff as requested.
25. Provide master planning cost estimating and analysis.

Important Note: Where the Commission has engaged the Consultant to perform any Cost Estimating Services on a Commission project, the Consultant is **prohibited** from working with/for any other party (exclusive of the User Agency) relating to that particular project, in any capacity. However, the Consultant may submit (in writing) a waiver request of the aforementioned prohibition, and the Commission, may, in its sole discretion, grant such a waiver, where the PBC's client's interests are best served.

SCHEDULE C
COMPENSATION OF THE CONSULTANT

C.1 CONSULTANT'S FEE

- C.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services for all work included in each duly executed Task Order assigned by the Commission on in the amount specified in each Task Order (Fee). The hourly rates attached herein represent the basis for each fee proposal from Consultant.
- C.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 including travel to and from Commission's job sites/meetings, cell phone, computer usage, vehicles, mileage, taxi fares, parking, tolls insurance, and any other costs incurred.
- C.1.3. Should the Commission require additional services above and beyond those described in Schedule B, the Consultant will be required to submit a proposal, where the Commission reserves the right to negotiate, and the Commission must authorize approval of Consultant's agreement, in writing.
- C.1.4. The Commission shall compensate the Consultant for Reimbursable Expenses that are approved by the Commission prior to being incurred. Reimbursable Expenses shall include actual expenditures for subcontractors, laboratory costs, and leased or rented equipment, as well as those expenditures as identified and approved by the Commission on a Task Order basis.
- C.1.5. The Consultant's mark-up rates for the administration and oversight of subcontractors shall not exceed five percent of the subcontractor's invoice.

C.2. HOURLY RATES FOR CONSULTANT AND SUBCONSULTANT PERSONNEL

The following Hourly Rate table provides various hourly rates for the staff who will work on the projects. The hourly rate shall include typical overhead (except the "Reimbursable Expenses") for each staff member such as driving to and from PBC job sites or meetings, cell phone and computer usage, vehicles, mileage, taxi cab fares, parking, tolls, insurance, marketing and any other costs incurred.

	POSITION	Unit	Unit Rate
#	GENERAL		
1	Principal	Per Hour	\$ 195.00
2	Senior Cost Estimator	Per Hour	\$ 155.00
3	Cost Estimator	Per Hour	\$ 130.00
4	Junior Cost Estimator	Per Hour	\$ 85.00
5	Administrative/Clerical	Per Hour	\$ 70.00

- C.2.1 All Consultant and Subconsultant personnel along with the billable hourly rate are subject to the prior approval of the Commission. The hourly rates shall not include compensation for overtime pay or holiday pay.

C.2.2. Rates contained herein shall be enforceable for the term (and any subsequent option years exercised) of the agreement. Consultant may request, in writing to the Contract Officer, a request for a rate revision not less than 60 days at the end of the term of the agreement. The request must be accompanied by justification by the Consultant. Revision or modifications of hourly rates shall be made at the sole discretion of the Commission.

C.3 **METHOD OF PAYMENT**

C.3.1. **Invoices.** The Consultant will submit invoices, via CW, to the Commission for Services performed that will be paid in one lump sum after all Services required by each Task Order have been completed to the reasonable satisfaction of the Commission.

Each invoice must reference the contract number, task order number, project name and include reasonable detail to sufficiently describe the services performed. At its discretion, the Commission may require detail and data relating to Subconsultant 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 reports must identify any variances from budget or schedule and explain reasons for any such variance(s).

C.3.2. **Payment.** Payment will be processed within thirty (30) days after Commission receives an acceptable invoice from the Consultant.

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SCHEDULE D

INSURANCE REQUIREMENTS

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 minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

D.1. INSURANCE TO BE PROVIDED

D.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 \$1,000,000,000 each accident, illness or disease

D.1.2. Commercial General Liability

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

D.1.3. Automobile Liability

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 \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, the Board of Education of the City of Chicago and the City of Chicago and any other User Agency or Owner must be named as Additional Insured on a primary, non-contributory basis.

D.1.4. Professional Liability

When a professional 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.

D.2. 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 coverage 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 coverage. 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. 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 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 policies are canceled, substantially changed, or non-renewed.

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

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission, the Board of Education of the City of Chicago the City of Chicago and any other User Agency or Owner or their respective Board members, employees, elected and appointed officials, and representatives.

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 Commission, the Board of Education of the City of Chicago, the City of Chicago and any other User Agency or Owner 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.

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

If Consultant 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/17/2015

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 RUMMEL ASSOCIATES INC. 180 North LaSalle Street Suite 3100 Chicago IL 60601	CONTACT NAME: R Sommers	
	PHONE (A/C. No. Ext): (312) 984-5705 FAX (A/C. No.): (312) 984-0053	
INSURED CONCORD CONSULTING GROUP OF ILLINOIS, INC. 55 EAST MONROE ST, STE 2850 CHICAGO IL 60603	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Casualty Company	20443
	INSURER B: American Casualty Company of	20427
	INSURER C: Federal Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: CL1591713027** **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			2072093637	9/27/2015	9/27/2016	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GENERAL AGGREGATE \$ 2,000,000							
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$	
B	AUTOMOBILE LIABILITY			2072093640	9/27/2015	9/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
				Uninsured motorist combined \$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			4012855764	9/27/2015	9/27/2016	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						<input checked="" type="checkbox"/>	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6011166632	9/27/2015	9/27/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					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	
C	Professional Liability					8235-2353	7/13/2015	7/13/2016
				Aggregate Limit \$4,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Owners Representatives & Construction Cost Managers - The following is Additional Insured on a primary & non-contributory basis with respect to General Liability: The Public Building Commission, the Board of Education of the City of Chicago, the City of Chicago and any other User Agency. Waiver of Subrogation applies with respect to any insurance or self-insurance maintained by the Commission, the Board of Education of the City of Chicago, the City of Chicago or any other User Agency or their respective Board members, employees, elected and appointed officials and representatives. 30 Day Notice of cancellation will apply

CERTIFICATE HOLDER**CANCELLATION**

joconnor@concord-cc.com The Public Building Commission Procurement Department Richard J. Daley Center Room 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 S. Michael Rummel/SOM <i>[Signature]</i>

SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)



2. KEY PERSONNEL

Name & Title	Firm	Years with Firm	Years in Estimating	Certifications	Schools	Libraries	Parks	Resid.	Camera	Other
Richard Bertovic Senior Cost Estimator	The Concord Group	14	19	CPE	X	X	X	X		X
Maurizio Magalli Vice President	The Concord Group	17	31	CPE, IEEE, ACI	X	X	X	X	X	X
Derek McLoughlin Senior Cost Estimator	The Concord Group	10	10	MRICS, CPE, PMP	X	X	X	X		X
Bryan Mixer Senior Cost Estimator	Spaan Tech (MBE)	2	26	CPE	X	X	X	X		X
Gavin Mullan Cost Estimator	The Concord Group	2	2		X			X		X
Ken Osborne Cost Estimator	The Concord Group	6	6		X	X	X	X		X
Eamon Ryan Senior Vice President	The Concord Group	17	22	CEP, MRICS	X	X	X	X	X	X
Paul Smith Senior Estimator	CCPCS (WBE)		45		X		X	X		X
John Tilleman Vice President	The Concord Group	16	16	CEP	X	X	X	X	X	X
David Wallace Junior Cost Estimator	The Concord Group	1	1		X			X		X
Seamus Wallace Senior Cost Estimator	The Concord Group	8	8	CPE	X	X	X	X		X
Robert White Senior MEP Estimator	The Concord Group	14	28		X	X	X	X		X

ACI - Association of Construction Inspectors
 CEP - Certified Estimating Professional (AACE)
 CPE - Certified Professional Estimator (ASPE)
 IEEE - Institute of Electrical and Electronics Engineers
 MRICS - Member Royal Institution of Chartered Surveyors
 PMP - Project Management Professional
 The Concord Group of Illinois, Inc.



RICHARD BERTOVIC, CPE

SENIOR COST ESTIMATOR

Richard is involved in the preparation of all stages of cost estimates from schematic design through construction documents and change orders for various institutions, governmental clients, architects/ engineers and private clients. In addition, Richard assists in updating the company profile and client presentations and is also involved in The Concord Group's Specialized Real Estate Services.

He has over 19 years of experience working for various construction consulting firms both in the U.S. and Australia. He has been with The Concord Group since 2002. His experience includes working with the General Services Administration (GSA) on the Census 2010 Project which included construction estimating and consulting services on over 480 offices throughout the U.S.

Relevant Project Experience

- Public Building Commission of Chicago**
 Detailed Cost Estimating services for the Public Building Commission of Chicago on a wide variety of projects since 2008. Project budgets range from \$1 Million to \$90 Million and to date, we have provided services on over \$1.1 Billion worth of projects.
- Chicago Public School System**
 Cost Estimating services for multiple projects with the school system. Total projects to date are valued at over \$5 Billion.
- Chicago Housing Authority**
 Cost Estimating services for multiple architectural teams providing design services to the Authority.
- Housing Authority of Cook County**
 Cost Estimating services for multiple architectural teams providing design services to the Authority.
- University of Chicago**
 Cost Estimating services for multiple architectural teams for a variety of renovation and new construction projects throughout the campus.

EXPERIENCE

14

Years with The Concord Group

19

Total Years of Experience

EDUCATION

Bachelor of Applied Science, Building Construction Management
Royal Melbourne Institute of Technology
Melbourne, Australia

PROFESSIONAL AFFILIATIONS

Certified Professional Estimator (CPE)



MAURIZIO MAGALLI, CEP

VICE PRESIDENT - SENIOR MEP COST ESTIMATOR

Maurizio is responsible for detailed cost estimates at all stages of design for electrical and overall review and coordination of MEP Cost Estimating services.

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. He has collaborated with the Project Management team on several projects supervising the preparation of Mechanical, Electrical and Plumbing cost estimates at all design levels including the evaluation of construction change orders and associated costs.

Relevant Project Experience

- **Public Building Commission of Chicago**
Detailed Cost Estimating services for the Public Building Commission of Chicago on a wide variety of projects since 2008. Project budgets range from \$1 Million to \$90 Million and to date, we have provided services on over \$1.1 Billion worth of projects.
- **Chicago Public School System**
Cost Estimating services for multiple projects with the school system. Total projects to date are valued at over \$5 Billion.
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Cost Estimating services for multiple architectural teams providing design services to the Authority.
- **Housing Authority of Cook County**
Cost Estimating services for multiple architectural teams providing design services to the Authority.
- **University of Chicago**
Cost Estimating services for multiple architectural teams for a variety of renovation and new construction projects throughout the campus.

EXPERIENCE

17

Years with The Concord Group

31

Total Years of Experience

EDUCATION

Bachelor of Science, Electrical Engineering

Institute of Technology
Rome, Italy

PROFESSIONAL AFFILIATIONS

IEEE – Institute of Electrical and Electronics Engineers.

ACI - Association of Construction Inspectors

Association for the Advancement of Cost Engineering (CEP)



DEREK MCLOUGHLIN,
MRICS, CPE, PMP
SENIOR COST ESTIMATOR

Derek is responsible for the preparation of all stages of cost estimates from conceptual design through construction documents and change orders for various institutions, architects/engineers and private clients. He has been involved in a wide variety of projects for the firm's governmental, institutional, healthcare and private clients.

Derek works closely with Construction and Project Managers and owner design teams at various stages of initiation, planning and execution and is responsible for the preparation and presentation of highly detailed construction cost estimates. He coordinates with the MEP estimating departments to create a cohesive and comprehensive estimate. Derek is responsible for creating comparisons between The Concord Group's estimated costs and those of contractors or other estimating firms.

Relevant Project Experience

- **Public Building Commission of Chicago**
 Detailed Cost Estimating services for the Public Building Commission of Chicago on a wide variety of projects since 2008. Project budgets range from \$1 Million to \$90 Million and to date, we have provided services on over \$1.1 Billion worth of projects.
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- **Housing Authority of Cook County**
 Cost Estimating services for multiple architectural teams providing design services to the Authority.
- **Northwestern University - Lakeshore Athletics Complex**
 The new 423,000 SF two phase addition to the existing athletic facility incorporates three new below-grade basketball courts, indoor football practice facility, Olympic sports facilities and associated administrative offices & study rooms.
- **University of Chicago**
 Cost Estimating services for multiple architectural teams for a variety of residential and academic construction projects throughout the campus.

EXPERIENCE

10

Years with The Concord Group

10

Total Years of Experience

EDUCATION

Bachelor of Science, Construction and Project Management

Napier University
 Edinburgh, Scotland

Professional Diploma, Construction & Building Management Certificate in Construction Studies

Galway Institute of Technology
 Galway, Ireland

PROFESSIONAL AFFILIATIONS

Royal Institute of Chartered Surveyors (MRICS)

American Society of Professional Estimators (CPE)

Project Management Institute – Project Management Professional (PMP)





BRYAN MIXER, CPE

SENIOR COST ESTIMATOR

Bryan is a customer driven Certified Professional Estimator with a proven track record of creating detailed individual budgets and estimates from minimal documentation. He thrives in challenging, multi-project and deadline driven situations. Bryan attends to myriad details without losing sight of the big picture. He combines a passion for numbers with commitment to contributing to an organization's bottom line.

Relevant Project Experience

- **Chicago Public Schools**
SPAAN Tech Inc., as a subconsultant to the Concord Group, performs complete line item estimates for brand new, ground up schools in architectural, mechanical and electrical areas, as well as architectural, mechanical and electrical renovations throughout the Chicago Public Schools System.
- **Public Building Commission of Chicago**
Provided Cost Estimating services to the Public Building Commission of Chicago.

EXPERIENCE

2

Years with Spaan Tech

26

Total Years of Experience

EDUCATION

Construction Management and Estimation

Western Illinois University
Macomb, IL

PROFESSIONAL AFFILIATIONS

American Society of Professional Estimators (CPE)

Consulting Estimator Roundtable

US Green Building Council



SPAAN Tech Inc.



GAVIN MULLAN

MEP COST ESTIMATOR

As a Cost Estimator, Gavin works closely with the Senior Cost Management staff. His responsibilities include MEP quantity take-offs through the "On-Screen" Take off systems, estimating calculations, change order verification and document management.

Relevant Project Experience

- Public Building Commission of Chicago**
 Detailed Cost Estimating services for the Public Building Commission of Chicago on a wide variety of projects since 2008. Project budgets range from \$1 Million to \$90 Million and to date, we have provided services on over \$1.1 Billion worth of projects.
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 The new 423,000 SF two phase addition to the existing athletic facility incorporates three new below-grade basketball courts, indoor football practice facility, Olympic sports facilities and associated administrative offices & study rooms.
- University of Chicago**
 Cost Estimating services for multiple architectural teams for a variety of renovation and new construction projects throughout the campus.

EXPERIENCE

2

Years with The Concord Group

2

Total Years of Experience

EDUCATION

Bachelor of Science, Construction Management

Dublin Institute of Technology
Dublin, Ireland



KEN OSBORNE

COST ESTIMATOR

Ken is involved with the preparation of all stages of cost estimates from conceptual design through construction documents and change orders for various institutions, architects/engineers and private clients. He has been involved in a wide variety of projects for the firm's governmental, institutional, healthcare and private clients.

Relevant Project Experience

- Public Building Commission of Chicago**
 Detailed Cost Estimating services for the Public Building Commission of Chicago on a wide variety of projects since 2008. Project budgets range from \$1 Million to \$90 Million and to date, we have provided services on over \$1.1 Billion worth of projects.
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- Chicago Housing Authority**
 Cost Estimating services for multiple architectural teams providing design services to the Authority.
- Housing Authority of Cook County**
 Cost Estimating services for multiple architectural teams providing design services to the Authority.
- Northwestern University - Lakeshore Athletics Complex**
 The new 423,000 SF two phase addition to the existing athletic facility incorporates three new below-grade basketball courts, indoor football practice facility, Olympic sports facilities and associated administrative offices & study rooms.

EXPERIENCE

6

Years with The Concord Group

6

Total Years of Experience

EDUCATION

**Bachelor of Science, Technology
Construction Economics
Management Sequence**
Illinois State University
Normal, IL



EAMON RYAN, CEP, MRICS
SENIOR VICE PRESIDENT - PRINCIPAL

Eamon provides oversight to Estimating and Cost Management services throughout the duration of each project. He has an extensive background working in the healthcare and education sectors.

Eamon directs the Cost Management functions of the firm. As well as managing, coordinating and supervising all aspects of estimate production, he is 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 clients' needs. Working for various construction consulting firms, both in the U.S. and abroad, he has gained experience at all levels of estimating from conceptual to final bid documents stage, on a wide variety of projects.

Relevant Project Experience

- **Public Building Commission of Chicago**
 Detailed Cost Estimating services for the Public Building Commission of Chicago on a wide variety of projects since 2008. Project budgets range from \$1 Million to \$90 Million and to date, we have provided services on over \$1.1 Billion worth of projects.
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 Cost Estimating services for multiple projects with the school system. Total projects to date are valued at over \$5 Billion.
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- **University of Chicago**
 Cost Estimating services for multiple architectural teams for a variety of renovation and new construction projects throughout the campus.

Cost Estimating Services
 The Concord Group of Illinois, Inc.

EXPERIENCE

17

Years with The Concord Group

22

Total Years of Experience

EDUCATION

Bachelor of Science, Quantity Surveying

Herriot Watt University
 Edinburgh, Scotland

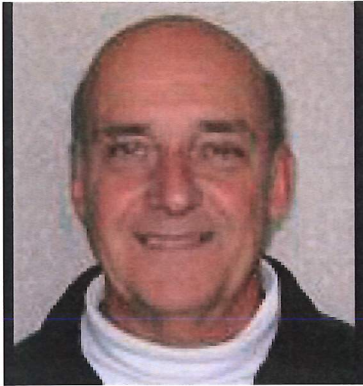
Professional Diploma, Construction Economics & Management

Limerick Institute of Technology
 Limerick, Ireland

PROFESSIONAL AFFILIATIONS

Association for the Advancement of Cost Engineering (CEP)

Member Royal Institute of Chartered Surveyors (MRICS)



PAUL SMITH

CONSTRUCTION MANAGER - SENIOR ESTIMATOR

Paul is a Civil Engineer/Estimator with over 45 years of experience. He is experienced in water resource projects, intermodal rail construction, major commercial and industrial projects, all aspects of highway construction and complex roadway projects and heavy-highway-marine bridge and concrete construction.

Strengths include major projects supervision, infrastructure management and civil construction estimating.

Relevant Project Experience

- Chicago Public Schools**
 Coordinated Construction Project Control Services provided Cost Estimating services on major renovations of three schools.
- Chicago Public Schools - Higgins School Renovation**
 Coordinated Construction Project Control Services provided Cost Estimating services
- Chicago Housing Authority - Capital Program**
 Coordinated Construction Project Control Services develops all cost estimates for all capital projects and performs all contractor schedule reviews.
- University of Chicago - Multiple Projects**
 Coordinated Construction Project Control Services provided Cost Estimating services.
- University of Chicago Medical Center - Multiple Projects**
 Coordinated Construction Project Control Services provided Cost Estimating services.
- Lemont Pumping Stations, Force Mains, Reservoir and Wet Weather Treatment Facility**
 Coordinated Construction Project Control Services develops estimates of probable construction costs at the PDR, DD, 98% and final stages for each of 3 related projects – a reservoir, a pumping station and dual force mains (a total of 12 estimates).

EXPERIENCE

2

Years with CCPCS

45

Total Years of Experience

EDUCATION

Bachelor of Science in Civil Engineering
 Northwestern University
 Evanston, IL





JOHN TILLEMAN, CEP

VICE PRESIDENT - SENIOR COST ESTIMATOR

John is involved in the preparation of all stages of cost estimates from conceptual design through construction documents and change orders for various institutions, architects/engineers and private clients. He has been involved in a wide variety of projects for the firm's governmental and institutional clients. The value of these projects exceeds \$3 Billion.

John coordinates the architectural, civil, structural and MEP systems to create a cohesive and comprehensive estimate. He is responsible for creating comparisons between The Concord Group's estimated costs and those of contractors' or other estimating firms.

Relevant Project Experience

- **Public Building Commission of Chicago**
Detailed Cost Estimating services for the Public Building Commission of Chicago on a wide variety of projects since 2008. Project budgets range from \$1 Million to \$90 Million and to date, we have provided services on over \$1.1 Billion worth of projects.
- **Chicago Public School System**
Cost Estimating services for multiple projects with the school system. Total projects to date are valued at over \$5 Billion.
- **Chicago Park District – 31st St Harbor**
Cost estimating services from concept stage through construction documents for the development of a new public marina.
- **Chicago Park District – Gateway Harbor**
Cost estimating services from concept stage through construction documents for the development of a new public marina.
- **Chicago Housing Authority**
Cost Estimating services for multiple architectural teams providing design services to the Authority.
- **Housing Authority of Cook County**
Cost Estimating services for multiple architectural teams providing design services to the Authority.

EXPERIENCE

16

Years with The Concord Group

16

Total Years of Experience

EDUCATION

Bachelor of Science, Industrial Technology Concentration in Construction

Eastern Illinois University
Charleston, IL

PROFESSIONAL AFFILIATIONS

Association for the Advancement of Cost Engineering (ACEC)



DAVID WALLACE

JUNIOR COST ESTIMATOR

As a Junior Cost Estimator, David works closely with the Senior Cost Management staff. His responsibilities include architectural quantity take-offs through the "On-Screen" Take off systems, estimating calculations, change order verification and document management.

Relevant Project Experience

- **Northwestern University - Lakeshore Athletics Complex**
The new 423,000 SF two phase addition to the existing athletic facility incorporates three new below-grade basketball courts, indoor football practice facility, Olympic sports facilities and associated administrative offices & study rooms.

EXPERIENCE

1

Years with The Concord Group

1

Total Years of Experience

EDUCATION

**Bachelor of Science, Surveying
Construction Economics And
Management**

DIT Bolton Street
Dublin Ireland



SEAMUS WALLACE, CPE
 SENIOR COST ESTIMATOR

Seamus is responsible for the preparation of all stages of cost estimates from conceptual design through construction documents and change orders. He has been involved in a wide variety of projects for the firm's governmental, institutional, healthcare and private clients.

Seamus has over 8 years of experience in the construction industry. He joined The Concord Group's Cost Estimating group in 2008 after completing his formal education. Prior to joining the firm, he gained practical field experience while working with a general contractor in his native Ireland.

Relevant Project Experience

- Public Building Commission of Chicago**
 Detailed Cost Estimating services for the Public Building Commission of Chicago on a wide variety of projects since 2008. Project budgets range from \$1 Million to \$90 Million and to date, we have provided services on over \$1.1 Billion worth of projects.
- Chicago Public School System**
 Cost Estimating services for multiple projects with the school system. Total projects to date are valued at over \$5 Billion.
- Chicago Housing Authority**
 Cost Estimating services for multiple architectural teams providing design services to the Authority.
- Housing Authority of Cook County**
 Cost Estimating services for multiple architectural teams providing design services to the Authority.
- Northwestern University - Lakeshore Athletics Complex**
 The new 423,000 SF two phase addition to the existing athletic facility incorporates three new below-grade basketball courts, indoor football practice facility, Olympic sports facilities and associated administrative offices & study rooms.

EXPERIENCE

8

Years with The Concord Group

8

Total Years of Experience

EDUCATION

Bachelor of Science

Construction economics & Management

Dublin Institute of Technology
 Dublin, Ireland

Bachelor of Technology

Construction Technology

Dublin Institute of Technology
 Dublin, Ireland

Certificate in Construction Technology

Dublin Institute of Technology
 Dublin, Ireland

PROFESSIONAL AFFILIATIONS

American Society of Professional Estimators (CPE)



ROB WHITE
SENIOR MEP ESTIMATOR

Rob is responsible for the preparation of cost estimates for HVAC, plumbing and fire protection. He has prepared numerous Cost Estimates for educational, medical and institutional facilities from conceptual design through the construction document level. He utilizes the experience gained to support and advise clients for the success of their construction and renovation projects.

Rob has over twenty-eight years of experience in the construction industry. His experience includes estimating and engineering for a variety of construction projects.

Relevant Project Experience

- **Public Building Commission of Chicago**
Detailed Cost Estimating services for the Public Building Commission of Chicago on a wide variety of projects since 2008. Project budgets range from \$1 Million to \$90 Million and to date, we have provided services on over \$1.1 Billion worth of projects.
- **Chicago Public School System**
Cost Estimating services for multiple projects with the school system. Total projects to date are valued at over \$5 Billion.
- **Chicago Housing Authority**
Cost Estimating services for multiple architectural teams providing design services to the Authority.
- **Housing Authority of Cook County**
Cost Estimating services for multiple architectural teams providing design services to the Authority.

EXPERIENCE

14

Years with The Concord Group

28

Total Years of Experience

EDUCATION

Bachelor of Science

Mechanical Engineering

Illinois Institute of Technology

Chicago, Illinois

EXHIBIT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

EXHIBIT A LEGAL ACTION

Firm Name: The Concord Consulting Group of Illinois, Inc.

If the answer to any of the questions below is **YES**, you must provide a type written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed _____.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EXHIBIT B
DISCLOSURE AFFADAVIT

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

Any firm proposing to conduct any business 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 Eamon Ryan, as Senior Vice President
Name Title

and on behalf of The Concord Consulting Group of Illinois, Inc.
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: The Concord Consulting Group of Illinois, Inc.
2. Address: 55 East Monroe Street, Suite 2850, Chicago, IL 60603
3. Telephone: 312.424.0250 Fax: 312.424.0252
4. FEIN: 36-4280205 SSN: _____

5. Nature of transaction (check the appropriate box):

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

6. 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".

- | | |
|---|--|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Not-for-profit Corporation |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Other: _____ |

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CORPORATIONS AND LLC'S

1. State of Incorporation or organization: Illinois
2. Authorized to conduct business in the State of Illinois: Yes No
3. Identify the names of all officers and directors of the business entity (attach list if necessary).

Name	Title
Edward Stritch	President and CEO
Eamon Ryan	Senior Vice President
John Duggan	Senior Vice President

4. Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity (attach list if necessary).

Name	Address	Ownership Interest Percentage
Edward Stritch	100 E. Huron St. #2003, Chicago, IL 60611	80%
Eamon Ryan	1565 Tanglewood Dr. Crystal Lake, IL 60014	10%
John Duggan	2659 N. Terrace Ave. Milwaukee, WI 53211	10%

5. LLC's ONLY, indicate management type and name:
 Member-managed
 Manager-managed
 Name: N/A
6. 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.

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

PARTNERSHIPS

1. 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	Ownership Interest Percentage
N/A	

SOLE PROPRIETORSHIP

1. 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 the answer to the previous question is no, complete items 2 and 3 of this section.

2. 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)
N/A

3. 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	Address
N/A	

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CONTRACTOR CERTIFICATION

A. CONTRACTORS

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 Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

- 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 described as prohibited in this document; (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 2 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 described as prohibited in this document of 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 as prohibited in this document 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 all necessary items. In the event any subcontractor is unable to certify to a particular item, 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 this document 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.

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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, the Contractor shall explain below. Attach additional pages if necessary.

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

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

D. OTHER TAXES/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 pages if necessary).

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

E. PUNISHMENT

1. 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.

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

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 the above paragraph, identify any exceptions (attach additional pages if necessary):

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

- 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.

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.

EXHIBIT B
DISCLOSURE AFFIDAVIT

VERIFICATION

Under penalty of 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 Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.



Signature of Authorized Officer

Eamon Ryan

Name of Authorized Officer (Print or Type)

Senior Vice President

Title

312.424.0250

Telephone Number

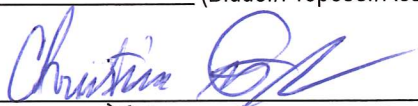
State of Illinois

County of Cook

Signed and sworn to before me on this 3rd day of June, 2016 by

Eamon Ryan (Name) as Sr. Vice President (Title) of

(Bidder/Proposer/Respondent or Contractor)



Notary Public Signature and Seal



EXHIBIT C
DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT C
DISCLOSURE OF RETAINED PARTIES**

Definitions and Disclosure Requirements

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

Commission bids, contracts, and/or qualification submissions 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. 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 who (a) 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: _____

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

Retained Parties:

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

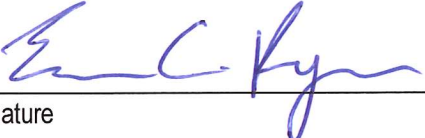
Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained

The Consultant understands and agrees as follows:

**EXHIBIT C
DISCLOSURE OF RETAINED PARTIES**

- 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

6/2/2016

Date

Eamon Ryan

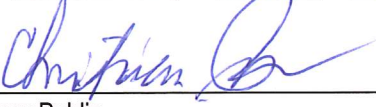
Name (Type or Print)

Senior Vice President

Title

Subscribed and sworn to before me

this 2nd day of June 2016



Notary Public

