



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

AUDIT SERVICES

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

DELOITTE & TOUCHE LLP

FOR

**AUDIT SERVICES
PS3045**

Public Building Commission of Chicago

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

| FIRM NAME: | Deloitte & Touche LLP |
|---------------------------|--|
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Mayor Lori E. Lightfoot
Chairman
Carina Sánchez
Executive Director

TABLE OF CONTENTS

| <u>Title</u> | <u>Page</u> |
|---|--------------------|
| Execution Page | 1 |
| Terms and Conditions | 3 |
| Initial Engagement Letter (Fiscal Year ended 12-31-2019) | 12 |
| Schedule A – Audit Services Fee Proposal | 22 |
| Schedule B – Key Personnel | 24 |
| Exhibit A – Legal Actions | 28 |
| Exhibit B – Disclosure Affidavit | 30 |
| Exhibit C – Disclosure of Retained Parties | 39 |
| Exhibit D – Special Conditions Regarding the Utilization of MBE and WBE Firms | 42 |
| Exhibit E – Insurance Requirements | 53 |

EXECUTION PAGE

Audit Services – PS3045

THIS AGREEMENT (“Agreement”) effective as of **December 17, 2019**, but actually executed on the date witnessed, is entered into by and between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "Commission" or "PBC"), and **DELOITTE & TOUCHE LLP** with offices at **111 South Wacker Drive, Chicago, Illinois 60606** (the "Consultant").

RECITALS

WHEREAS, the Commission is a municipal corporation organized and operating under the Constitution and laws of the State of Illinois and on behalf of various governmental agencies including, but not limited to, the City of Chicago, the Chicago Public Library, the Chicago Park District, the City Colleges of Chicago, and the Chicago Board of Education, and requires the services of an auditor to provide audit services (the “Services”); and

WHEREAS, the Commission requires certain professional services described in the Agreement and desires to retain the Consultant on the terms and conditions set forth in the Agreement to perform such Services; and

WHEREAS, the Consultant desires to be so retained by the Commission and has represented to the Commission that the Consultant has the knowledge, skill, experience and other resources necessary to perform the Services; and

WHEREAS, the Consultant further represents that it is qualified and competent by education, training, and experience to review and analyze the Commission’s financial records and documents and review all other information necessary to complete the Services described in this Agreement in accordance with all professional auditing and accounting standards with due skill and diligence; and

WHEREAS, the Commission has relied upon the Consultant’s representations in selecting the Consultant; and

WHEREAS, in reliance upon the Consultant’s representations, the Commission has selected the Consultant to perform the Services on the terms and conditions set forth in this Agreement and/or as modified from time to time.

NOW, THEREFORE, the parties have executed this Agreement on the terms and conditions that follow:

EXECUTION PAGE
Audit Services – PS3045

This Agreement is executed by the Commission and the Consultant stated below and made effective by such execution pursuant to its terms.

PUBLIC BUILDING COMMISSION OF CHICAGO

By: *Lori E. Lightfoot*
Lori E. Lightfoot
Chairman

09-29-2020
Date

By: *Carina E. Sanchez*
Carina E. Sanchez
Secretary

09-28-2020
Date

Approved as to Form and Legality:

By: *Anne B. Truevell*
Neal & Leroy, LLC

9-28-2020
Date

DELOITTE & TOUCHE LLP

By: *[Signature]*

Print Name: Allen B. Truevell

Title: PARTNER

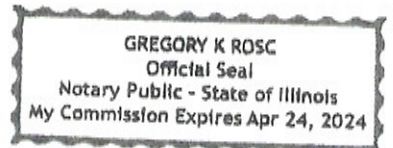
County of DuPage
State of Illinois

AFFIX CORPORATE
SEAL, IF ANY, HERE

Subscribed and sworn before me by Allen B. Truevell
as Partner of Deloitte Touche this 26th day of September, 2020

[Signature]
Notary Public

My Commission Expires 04-24-2024



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 audit services, including all schedules, addenda, exhibits and other documents attached hereto and incorporated herein by reference, together with any applicable engagement letter between the Consultant and the Commission that is approved by the Audit Committee of the Public Building Commission of Chicago (the "Engagement Letter"). The Engagement Letter for year ended December 31, 2019 is attached hereto. In the event that there are any inconsistencies or ambiguities among the terms of this Agreement and incorporated documents, the following order of precedence shall be used:
 - (i) Any applicable Engagement Letter together with any attached addenda, exhibits, or other attached document;
and
 - (ii) The Terms and Conditions of this Agreement together with any attached schedule, addenda, exhibits or other attached documents and including any amendments to the foregoing.
 - b. **Commission** means the Public Building Commission of Chicago.
 - c. **Consultant** means Deloitte & Touche LLP.
 - d. **Deliverables** means the documents, in any format (electronic or hard copy) requested by the Commission, including without limitation audit forms, analytical statements, financial certifications, recommendations, and analyses that the Consultant is required to provide under the Services outlined in this Agreement. Notwithstanding the foregoing, the parties agree that the Consultant's workpapers and the written independent auditor's report are not Deliverables.
 - e. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.
 - f. **Key Personnel** means those job titles and persons as identified in such positions in Schedule B of this Agreement for the audit for the fiscal year ending June 30, 2020 and an Appendix to each subsequent Engagement Letter as updated and approved by the Commission.
 - g. **Services** means collectively, the audit services described in each Engagement Letter.
 - h. **Subconsultant or Subcontractor** means a partnership, firm, corporation or other legal entity other than the Consultant hired by the Consultant to perform professional services and any other service related to the performance of the Services under this Agreement. The Commission and the Audit Committee hereby consent to Consultant subcontracting a portion of its Services under this engagement to any affiliate or related entity, whether located within or outside of the United States. Professional services performed hereunder by any of D&T's affiliates or related entities shall be invoiced as professional fees, and any related expenses shall be invoiced as expenses, unless otherwise agreed.
3. **Resolution.** The Board of Commissioners of the Commission passed on October 1, 2009, a resolution concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time ("Resolution"). By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of said Resolution. Consultant has made a commitment to 30% MBE and 10% WBE participation.
4. **Engagement and Standards for Performing Services.**
 - a. **Engagement.** The Commission hereby engages the Consultant, and the Consultant hereby accepts such engagement, to perform 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 reasonable diligence and will be executed in a professional and workmanlike manner in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by organizations providing audit services and performing services of a scope, purpose, and magnitude comparable with the Services to be performed under this Agreement. If in the course of performing the Services, Consultant identifies any condition, situation, issue or problem that may impact the performance of the Services, 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 in the manner required by this Agreement. Consultant must not reassign or replace Key Personnel without the written consent of the Commission which shall not be unreasonably withheld. 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 commercially reasonable efforts 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. 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. The Commission may at any time in writing request the removal of any Key Personnel performing Services for performance-related reasons. Upon receipt of such notice, Consultant shall promptly remove Key Personnel from performing Services under this Agreement and must replace the Key Personnel with a person or persons with comparable professional credentials and experience. Such replacements are subject to the reasonable approval of the Commission.
- 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. As an independent contractor, Consultant is solely and wholly responsible for determining the means and methods for performing the Services. Consultant will not be considered to be a partner, fiduciary, joint venturer, representative, or agent.
- 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 this Agreement.
- f. **Changes to the Services.** The Commission may from time to time request changes to the terms of the Agreement, 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, that are mutually agreed upon by and between the Commission and Consultant shall be set forth in an amendment to the applicable Engagement Letter approved by the Commission for the applicable Services.
- g. **Non-appropriation of Funds.** If funds have not been appropriated in full or in part, the Commission has the right to terminate this Agreement. Such termination will be considered a termination for convenience. The Commission will not authorize the Consultant to provide services under this Agreement unless sufficient funds are appropriated to pay for these services.
- h. **Firearms.** The PBC is committed to providing a safe and secure workplace for the benefit of its employees, consultants, contractors and the general public; therefore, threatening behavior by any person on or about the PBC office premises. Further, possession of firearms, explosives, or other weapons anywhere on PBC property and any place in which PBC business is conducted is prohibited. Employees and contractors must, at a minimum, comply with all federal, state and local laws relating to the possession and use of firearms, including the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1, et. seq.; the Illinois Criminal Code – Article 5, Deadly Weapons, 720 ILCS 5/Art. 24 et. seq.; and the City of Chicago Firearms and Other Weapons Ordinance, Chicago Municipal Code, Sec. 8-24-005, et. seq. Further, as a condition of employment and/or contract, individuals may not bring weapons onto PBC premises (including parking lots), even in situations where such conduct would be allowed under the cited laws.
- i. **Minimum Wage.** Consultant must comply with the City of Chicago Minimum Wage Ordinance (02014-9680; Chapter 01-24, et. seq., of the Municipal Code of the City of Chicago), as may be amended, subject to applicable local minimum wage laws. A copy of the Ordinance may be downloaded from the Chicago City Clerk's website at https://www.chicago.gov/content/dam/city/depts/mayor/supp_info/Minimum%20Wage/O2014-9680.pdf. If the payment of prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then Consultant must pay

the prevailing wage.

5. **Representations and Warranties.**

- a. Consultant represents, warrants and covenants that (i) it will comply with all laws and regulations applicable to it in its performance of the Services; (ii) it possesses all right, power and authority to enter into this Agreement; (iii) all Deliverables shall be original works of Consultant or that Consultant shall have all rights necessary to provide such Deliverables; and (iv) with respect to the Deliverables provided to the Commission, Consultant warrants that such Deliverables shall not infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party upon delivery to the Commission, provided that the Commission's sole and exclusive remedy, and Consultant's sole and exclusive obligation, for any breach of this warranty shall be the remedy set forth in Consultant's indemnity obligations under Section 5(b) below.
- b. Consultant agrees to indemnify, defend and hold harmless the Commission and its personnel from all claims attributable to claims of third parties for infringement by a Deliverable of any U.S. patent existing at the time of delivery or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from (i) modification of the Deliverables other than by Consultant or its subcontractors, or use thereof in a manner not contemplated by this Agreement or the applicable Engagement Letter, (ii) the failure of the indemnified party to use any corrections or modifications made available by Consultant, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of the Deliverable in combination with any platform, product, network or data not provided by Consultant. If the Commission's use of any such Deliverable, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, Consultant, at its option and expense, shall have the right to (x) procure for the Commission the continued use of such Deliverable, (y) replace such Deliverable with a non-infringing deliverable, or (z) modify such Deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by Consultant, the replacement or modified Deliverable is capable of performing substantially the same function. In the event Consultant cannot reasonably procure, replace or modify such Deliverable in accordance with the immediately preceding sentence, Consultant may require the Commission to cease use of such Deliverable and refund the professional fees paid to Consultant with respect to the Services giving rise to such Deliverable. The foregoing provisions of this sub-Section constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of Consultant, relating to a claim that any of Consultant's Deliverables infringes any patent, copyright or other intellectual property right of a third party.

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 in violation of the provisions set forth below. 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. 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 applicable to D&T in its performance of the Services. 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.
- 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, and as further amended, to the extent such provisions are applicable to Consultant. Such Code is available on the Commission's website at https://www.pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_ecr_CodeofEthicsConsolApril-2013_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. Consultant also acknowledges that it maintain a Code of Ethics and Professional Conduct. D&T's Code of Ethics and Professional Conduct (the "Code") may be found on www.deloitte.com under the Code of Ethics and

Professional Conduct section under the Ethics & Independence section under the About section on that web site. The Code states that it is the duty of all D&T personnel to know, understand, and comply with this Code.

- 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. Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago applicable to it in its performance of the Services. The Consultant will inform its respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such InspectorGeneral.
 - 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 and time incurred by Consultant in connection with the Services. Such records shall be maintained in accordance with recognized commercial accounting and auditing practices. The Commission may examine such records at Consultant's offices during normal business hours upon reasonable advance written notice. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.
 - g. Intentionally omitted.
 - h. Intentionally omitted.
 - i. Intentionally omitted.
7. **Progress Meetings.** Meetings to discuss the progress of the Services 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.
8. **Term.**
- a. The term of this Agreement is three (3) years with three (3) successive one (1) year renewal options at the sole discretion of the Commission, beginning with fiscal year audit ending June 30, 2020; provided that each fiscal audit is subject to mutual annual agreement to continue in the form of an Engagement Letter between Consultant and the Commission and approved by the Audit Committee of the Public Building Commission of Chicago. This Agreement may be terminated by the Commission, with or without 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 of 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 to the extent such performance does not conflict with professional standards, including but not limited to, standards set forth by the American Institute of Certified Public Accountants ("AICPA Standards"). 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. To the extent this provision does not conflict with professional standards, including but not limited to AICPA Standards, 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 Services, in whole or substantial part, are stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Services, or as a result of an act of government, such as a declaration of national emergency, 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. Consultant may terminate this Agreement or any Engagement Letter, upon written notice to the Commission, if Consultant determines that the performance of any part of the Services would be in conflict with law, or independence or professional standards and rules.
9. **Compensation of Consultant; Submission of Invoices.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall be based on each duly approved invoice, but in any case, shall not exceed the sum of **\$1,500,000** (One Million Five Hundred Thousand Dollars and no/100). 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, as directed by the Commission. All submitted invoices shall include a cover page as provided by the Commission. Failure to submit invoices as directed will result in delayed or non-payment to the Consultant.
10. **Rights and Obligations of Commission.** In connection with 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 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. **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 include legal or auditing expenses arising out of or relating to any error or omission, or claimed error or omission, of Consultant.
 - d. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.
 - e. **Ownership of Documents.** All working papers for the Services shall be the property of the Consultant and constitute Consultant's confidential information.
 - f. Intentionally omitted.
11. The Consultant hereby agrees to indemnify, keep and save harmless the Commission and their respective commissioners, board members, officers, agents, officials and employees from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that are attributable to claims of third parties solely for bodily injury to persons, death or physical damage to real or tangible personal property to the extent directly or proximately caused by the negligence or intentional misconduct of Consultant or Subcontractor while Consultant is engaged in the performance of the Services to the maximum extent permitted by applicable law.
12. **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, and the Consultant, insurance coverage. The Consultant's certificate of liability insurance is attached as an Appendix to each Engagement Letter.
13. **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 Performance Standard set forth in this Agreement in Section 4(b);

- 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.
 - vi. Failure of the Consultant to comply at all times with the requirements of relevant Federal, State, and Municipal Codes, Rules, Regulations, including but not limited to Chicago Municipal Code Section 4-6-250 and Chicago Municipal Code Section 4-6-260.
- 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 performed 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.
14. **Confidentiality.** All Deliverables provided by the Consultant under this Agreement are confidential, and the Consultant agrees that such Deliverables shall not be made available to any third party without the prior written approval of the Commission, except as permitted below. 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 financial statements or related documents, nor the Services provided, except as permitted below. Notwithstanding the foregoing, the Commission grants Consultant the right to use its name as part of a general client list and as a specific citation within proposals and other directed marketing efforts. To the extent that, in connection with this engagement, Consultant comes into possession of any confidential information or records of the Commission, Consultant shall not disclose such information to any third party without the Commission's consent, using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The Commission and the Audit Committee hereby consent to Consultant disclosing information (a) as may be required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards and rules, or in connection with litigation or arbitration pertaining hereto; (b) to the extent such information (i) is or becomes publicly available to Consultant on a nonconfidential basis from a source that Consultant believes is not prohibited from disclosing such information to Consultant, (ii) is already known by Consultant without any obligation of confidentiality with respect thereto, or (iii) is developed by Consultant independently of any disclosures made to Consultant hereunder; or (c) to contractors providing administrative, infrastructure, and other support services in connection with this engagement and Subcontractors providing services in connection with this engagement, in each case, whether located within or outside the United States, provided that such contractors and subcontractors have agreed to be bound by confidentiality obligations similar to those in this paragraph. Consultant acknowledges that it may have access to valuable and confidential information and records of the Commission. Consultant promises to cooperate with the officials, employees and agents of the Commission in furthering the Commission's interests to the extent such cooperation does not conflict with law, regulation, or professional rules or standards.

15. **Assignment**. Except as otherwise provided herein, this Agreement and each Engagement Letter shall be binding upon and inure to the benefit of each of the parties thereto and their respective successors and assigns. Except as provided below, no party may assign any of its rights or obligations (including, without limitation, interests or claims) relating to this engagement without the prior written consent of the other party.
16. Intentionally omitted.
17. Intentionally omitted.
18. **Miscellaneous**.
- a. **Counterparts**. This Agreement may be executed in any number of counterparts. Each signed counterpart shall be deemed an original thereof, and all the counterparts shall together constitute one and the same instruments.
 - 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 relating to or in connection with the subject matter thereof. 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 directly or indirectly resulting from circumstances or causes which are beyond the control of the party unable to perform, including fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority. 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.
 - d. **Governing Law**. This Agreement has been negotiated and executed in the State of Illinois and this Agreement, and all matters relating to or in connection with this Agreement, shall be construed under and in accordance with the 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. No delay or omission by a party in enforcing its rights or remedies under this Agreement shall impair such right or remedy or be deemed to be a waiver thereof.
 - 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 effective upon receipt. 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. Such invalid, illegal, or unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of the Commission and Consultant set forth in this Agreement.
 - 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. Intentionally omitted.
 - j. **Survival**. The agreements and undertakings of the Commission and the Audit Committee contained in the engagement letter will survive the completion or termination of this engagement.
 - k. **Dispute Resolution**. Any controversy or claim between the parties arising out of or relating to the engagement letter or this engagement (a "Dispute") shall be resolved by mediation or binding arbitration as set forth in the Dispute Resolution Provision attached as Appendix D to the Engagement Letter.

INITIAL ENGAGEMENT LETTER

Fiscal Year Ended

December 31, 2019

Letter Follows

Initial Engagement Letter (Fiscal Year ended 12-31-2019)



Deloitte & Touche LLP
111 South Wacker Drive
Chicago, IL 60606-4301
USA

Tel: +1 312 486 1000
Fax: +1 312 486 1486

September 15, 2020

Mr. David Todd Whittley
Chairman of the Audit Committee
Public Building Commission of Chicago
50 W Washington, Room 200
Chicago, IL 60602

Ms. Carina Sanchez
Executive Director
Public Building Commission of Chicago
50 W Washington, Room 200
Chicago, IL 60602

Dear Mr. Whittley and Ms. Sanchez:

Deloitte & Touche LLP (“D&T” or “we” or “us”) is pleased to serve as independent auditors for the Public Building Commission of Chicago (the “Commission” or “you” or “your”). Mr. Allen Truesdell will be responsible for the services that we perform for the Commission hereunder.

In addition to the audit services we are engaged to provide under this engagement letter, we would also be pleased to assist the Commission on issues as they arise throughout the year. Hence, we hope that you will call Mr. Truesdell whenever you believe D&T can be of assistance.

The services to be performed by D&T pursuant to this engagement are subject to the terms and conditions set forth herein and in the accompanying appendices. Such terms and conditions shall be effective as of the date of the commencement of such services.

Audit of Financial Statements

Our engagement is to perform an audit in accordance with auditing standards generally accepted in the United States of America (“generally accepted auditing standards”). The objective of an audit conducted in accordance with generally accepted auditing standards is to express an opinion on whether the Commission’s financial statements for the year ended December 31, 2019, are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (“generally accepted accounting principles”).

Appendix A contains a description of the auditor’s responsibilities and the scope of an audit in accordance with generally accepted auditing standards.

Supplementary information accompanies the Commission’s financial statements. We will subject such supplementary information to the auditing procedures applied to our audit of the financial statements and certain additional procedures with the objective of expressing an opinion on whether such information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Mr. David Todd Whittley
Ms. Carina Sanchez
September 15, 2020
Page 2

D&T Reports

We expect to issue a written report upon the completion of our audit. Our ability to express an opinion or to issue any report as a result of this engagement and the wording thereof will, of course, be dependent on the facts and circumstances at the date of our report. If, for any reason, we are unable to complete our audit or are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue any report as a result of this engagement. If we are unable to complete our audit, or if any report to be issued by D&T as a result of this engagement requires modification, the reasons for this will be discussed with the Audit Committee and the Commission's management.

Management's Responsibilities

Appendix B describes management's responsibilities.

Responsibility of the Audit Committee

As independent auditors of the Commission, we acknowledge that the Audit Committee is directly responsible for the appointment, compensation, and oversight of our work, and accordingly, except as otherwise specifically noted, we will report directly to the Audit Committee. You have advised us that the services to be performed under this engagement letter, including, where applicable, the use by D&T of affiliates or related entities, and the use by D&T of Washington, Pittman & McKeever, LLC and Velma Butler & Company, Ltd., as subcontractors in connection with this engagement, have been approved by the Audit Committee in accordance with the Audit Committee's established preapproval policies and procedures.

In addition, the Commission hereby consents to the use by D&T of Washington, Pittman & McKeever, LLC and Velma Butler & Company, Ltd., which may be located outside of the United States, as subcontractors in connection with this engagement; professional services performed hereunder by Washington, Pittman & McKeever, LLC and Velma Butler & Company, Ltd. and any related expenses shall be invoiced as expenses, unless otherwise agreed.

Communications with the Audit Committee

Appendix C describes various matters that we are required by generally accepted auditing standards to communicate with the Audit Committee and management.

Fees

We estimate that our fees for this engagement, including expenses, will be \$155,000. Based on the anticipated timing of the work, our fees will be billed approximately as follows:

| Invoice Date | Amount |
|---------------------|---------------|
| At commencement | \$ 77,500 |
| Final | 77,500 |

We anticipate sending invoices according to the above schedule, and payments are due 30 days from the date of the invoice.

Mr. David Todd Whittley
Ms. Carina Sanchez
September 15, 2020
Page 3

We will notify you promptly of any circumstances we encounter that could significantly affect our estimate and discuss with you any additional fees, as necessary.

Inclusion of D&T Reports or References to D&T in Other Documents or Electronic Sites

If the Commission intends to publish or otherwise reproduce in any document any report issued as a result of this engagement, or otherwise make reference to D&T in a document that contains other information in addition to the audited financial statements (e.g., in a periodic filing with a regulator, in a debt or equity offering circular, or in a private placement memorandum), thereby associating D&T with such document, the Commission agrees that its management will provide D&T with a draft of the document to read and obtain our approval for the inclusion or incorporation by reference of any of our reports, or the reference to D&T, in such document before the document is printed and distributed. The inclusion or incorporation by reference of any of our reports in any such document would constitute the reissuance of such reports. The Commission also agrees that its management will notify us and obtain our approval prior to including any of our reports on an electronic site.

Our engagement to perform the services described herein does not constitute our agreement to be associated with any such documents published or reproduced by or on behalf of the Commission. Any request by the Commission to reissue any report issued as a result of this engagement, to consent to any such report's inclusion or incorporation by reference in an offering or other document, or to agree to any such report's inclusion on an electronic site will be considered based on the facts and circumstances existing at the time of such request. The estimated fees outlined herein do not include any procedures that would need to be performed in connection with any such request. Should D&T agree to perform such procedures, fees for such procedures would be subject to the mutual agreement of the Commission and D&T.

* * * * *

The parties acknowledge and agree that D&T is being engaged under this engagement letter to provide only the services described herein. Should the Commission request, and should D&T agree to provide, services (including audit services) beyond those described herein, such services will constitute a separate engagement and will be governed by a separate engagement letter.

This engagement letter, including Appendices A through D attached hereto and made a part hereof, constitutes the entire agreement between the parties with respect to this engagement and supersedes any other prior or contemporaneous agreements or understandings between the parties, whether written or oral, relating to this engagement.

Mr. David Todd Whittley
Ms. Carina Sanchez
September 15, 2020
Page 4

If the above terms are acceptable and the services described are in accordance with your understanding, please sign the copy of this engagement letter in the space provided and return it to us.

Yours truly,

Deloitte & Touche LLP

Acknowledged and approved on behalf of
the Audit Committee of
the Public Building Commission of Chicago:

By: DTW

Title: Commissioner

Date: 09/16/2020

Accepted and agreed to by
The Public Building Commission of Chicago:

By: Carina E. Sanchez

Title: Executive Director

Date: August 15, 2020

AUDITOR’S RESPONSIBILITIES AND SCOPE OF AN AUDIT IN ACCORDANCE WITH GENERALLY ACCEPTED AUDITING STANDARDS

This Appendix A is part of the engagement letter dated September 15, 2020, between Deloitte & Touche LLP and the Public Building Commission of Chicago and approved by the Audit Committee of the Public Building Commission of Chicago.

Auditor’s Responsibilities

Our responsibilities under generally accepted auditing standards include forming and expressing an opinion about whether the financial statements that have been prepared by management with the oversight of the Audit Committee are presented fairly, in all material respects, in accordance with generally accepted accounting principles. The audit of the financial statements does not relieve management or the Audit Committee of their responsibilities.

Scope of an Audit

Generally accepted auditing standards require that we plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements as a whole are free from material misstatement, whether caused by fraud or error. However, because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. We have no responsibility to plan and perform the audit to obtain reasonable assurance that misstatements, whether caused by fraud or error, that are not material to the financial statements as a whole are detected.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether caused by fraud or error. In making those risk assessments, we consider internal control relevant to the Commission’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Commission’s internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

MANAGEMENT'S RESPONSIBILITIES

This Appendix B is part of the engagement letter dated September 15, 2020, between Deloitte & Touche LLP and the Public Building Commission of Chicago and approved by the Audit Committee of the Public Building Commission of Chicago.

Financial Statements

Management is responsible for the preparation, fair presentation, and overall accuracy of the financial statements in accordance with generally accepted accounting principles. In this regard, management has the responsibility for, among other things:

- Selecting and applying the accounting policies
- Designing, implementing, and maintaining effective internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
- Identifying and ensuring that the Commission complies with the laws and regulations applicable to its activities and informing us of all instances of identified or suspected noncompliance with such laws or regulations
- Providing us with (1) access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, (2) additional information that we may request from management for the purpose of our audit, and (3) unrestricted access to personnel within the Commission from whom we determine it necessary to obtain audit evidence

Management is also responsible for (1) preparing the supplementary information in accordance with the auditing procedures applied to our audit of the financial statements, (2) including our report on the supplementary information in any document that contains the supplementary information and that indicates that D&T has reported on such supplementary information, and (3) presenting the supplementary information with the audited financial statements.

Management's Representations

We will make specific inquiries of the Commission's management about the representations embodied in the financial statements and supplementary information. In addition, we will request that management provide us with the written representations the Commission is required to provide to its independent auditors under generally accepted auditing standards. The responses to those inquiries and the written representations of management are part of the evidential matter that D&T will rely on in forming its opinion on the Commission's financial statements and supplementary information. Because of the importance of management's representations, the Commission agrees to release and indemnify D&T, its subcontractors, and their respective personnel from all claims, liabilities, and expenses relating to our services under this engagement letter attributable to any misrepresentation by management.

Process for Obtaining Preapproval of Services

Management is responsible for the coordination of obtaining the preapproval of the Audit Committee, in accordance with the Audit Committee's preapproval process, for any services to be provided by D&T to the Commission.

Independence Matters

In connection with our engagement, D&T, management, and the Audit Committee will assume certain roles and responsibilities in an effort to assist D&T in maintaining independence. D&T will communicate to its partners, principals, and employees that the Commission is an attest client. Management of the Commission will ensure that the Commission, together with its subsidiaries and other entities that comprise the Commission for purposes of the consolidated financial statements, has policies and procedures in place for the purpose of ensuring that neither the Commission nor any such subsidiary or other entity will act to engage D&T or accept from D&T any service that under American Institute of Certified Public Accountants (AICPA) or other applicable rules would impair D&T's independence. All potential services are to be discussed with Mr. Truesdell.

In connection with the foregoing paragraph, the Commission agrees to furnish to D&T and keep D&T updated with respect to a corporate tree that identifies the legal names of the Commission's affiliates, as defined in AICPA *Code of Professional Conduct* Interpretation No. 101-18 (e.g., parents, subsidiaries, investors, or investees) ("Commission Affiliates"), together with the ownership relationship among such entities. Such information will be maintained in a database accessible by D&T in connection with their compliance with AICPA or other applicable independence rules.

Management will coordinate with D&T to ensure that D&T's independence is not impaired by hiring former or current D&T partners, principals, or professional employees in a key position, as defined in the AICPA *Code of Professional Conduct*. Management of the Commission will ensure that the Commission, together with its subsidiaries and other entities that comprise the Commission for purposes of the consolidated financial statements, also has policies and procedures in place for purposes of ensuring that D&T's independence will not be impaired by hiring a former or current D&T partner, principal, or professional employee in a key position that would cause a violation of the AICPA *Code of Professional Conduct* or other applicable independence rules. Any employment opportunities with the Commission for a former or current D&T partner, principal, or professional employee should be discussed with Mr. Truesdell before entering into substantive employment conversations with the former or current D&T partner, principal, or professional employee.

Equity or Debt Security Issuances

The Commission also agrees to furnish to D&T and keep D&T updated with respect to any equity or debt securities of the Commission and Commission Affiliates (including, without limitation, tax-advantaged debt of such entities that is issued through governmental authorities) that are registered, issued, listed, or traded outside of the United States (whether through stock, bond, commodity, futures or similar markets, or equity, debt, or any other securities offerings), together with related securities identification information (e.g., ticker symbols or CUSIP[®], ISIN[®], or Sedol[®] numbers). The Commission acknowledges and consents that such information may be treated by D&T as being in the public domain.

For purposes of the preceding sections entitled "Independence Matters", "Process for Obtaining Preapproval of Services," and "Equity or Debt Security Issuances", "D&T" shall mean Deloitte & Touche LLP and its subsidiaries; Deloitte Touche Tohmatsu Limited, its member firms, the affiliates of Deloitte & Touche LLP, Deloitte Touche Tohmatsu Limited and its member firms; and, in all cases, any successor or assignee.

COMMUNICATIONS WITH THE AUDIT COMMITTEE

This Appendix C is part of the engagement letter dated September 15, 2020, between Deloitte & Touche LLP and the Public Building Commission of Chicago and approved by the Audit Committee of the Public Building Commission of Chicago.

We are responsible for communicating with the Audit Committee significant matters related to the audit that are, in our professional judgment, relevant to the responsibilities of the Audit Committee in overseeing the financial reporting process.

In connection with the foregoing, we will communicate to the Audit Committee any fraud we identify or suspect that involves (1) management, (2) employees of the Commission who have significant roles in internal control, or (3) other employees of the Commission when the fraud results in a material misstatement of the financial statements. In addition, we will communicate with the Audit Committee any other matters related to fraud that are, in our professional judgment, relevant to their responsibilities. We will communicate to management any fraud perpetrated by lower-level employees of which we become aware that does not result in a material misstatement of the financial statements; however, we will not communicate such matters to the Audit Committee, unless otherwise directed by the Audit Committee.

We will also communicate to the Audit Committee matters involving the Commission's noncompliance with laws and regulations that have come to our attention during the course of our audit, other than when such matters are clearly inconsequential.

We will also communicate in writing to management and the Audit Committee any significant deficiencies or material weaknesses in internal control (as defined in generally accepted auditing standards) that we have identified during the audit, including those that were remediated during the audit.

Generally accepted auditing standards do not require us to design procedures for the purpose of identifying other matters to communicate with the Audit Committee. However, we will communicate to the Audit Committee matters required by AICPA AU-C 260, *The Auditor's Communication with Those Charged with Governance*.

DISPUTE RESOLUTION PROVISION

This Appendix D is part of the engagement letter dated September 15, 2020, between Deloitte & Touche LLP and the Public Building Commission of Chicago and approved by the Audit Committee of the Public Building Commission of Chicago.

This Dispute Resolution Provision sets forth the dispute resolution process and procedures applicable to the resolution of Disputes and shall apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*), or otherwise.

Mediation: All Disputes shall be first submitted to nonbinding confidential mediation by written notice to the parties, and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution (“CPR”), at the written request of a party, shall designate a mediator.

Arbitration Procedures: If a Dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the Dispute shall be settled by binding arbitration to be held in New York, New York. The arbitration shall be solely between the parties and shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the “Rules”).

The arbitration shall be conducted before a panel of three arbitrators. Each of the Commission and Deloitte & Touche LLP shall designate one arbitrator in accordance with the “screened” appointment procedure provided in the Rules and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter (including its appendices) to which this Dispute Resolution Provision is attached and to abide by the terms of this Dispute Resolution Provision. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the laws of the State of New York (without giving effect to its choice of law principles) in connection with the Dispute. The arbitrators shall have no power to award punitive, exemplary or other damages not based on a party’s actual damages (and the parties expressly waive their right to receive such damages). The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Discovery shall be conducted in accordance with the Rules.

All aspects of the arbitration shall be treated as confidential, as provided in the Rules. Before making any disclosure permitted by the Rules, a party shall give written notice to all other parties and afford such parties a reasonable opportunity to protect their interests. Further, judgment on the arbitrators’ award may be entered in any court having jurisdiction.

Costs: Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

SCHEDULE A

AUDIT SERVICES FEE PROPOSAL

SCHEDULE A FOLLOWS

SCHEDULE A
AUDIT SERVICES FEE PROPOSAL
PS3045

| <i><u>Proposers must complete this form.</u></i> | | |
|--|--------------|--------------|
| Fee for 2020 | Fee for 2021 | Fee for 2022 |
| \$155,000 | \$157,500 | \$160,000 |

| Fee for 2023 | Fee for 2024 | Fee for 2025 |
|--------------|--------------|--------------|
| \$162,500 | \$165,000 | \$167,500 |

Proposer's Firm Name: Deloitte & Touche LLP
 Contact Name: Allen Truesdell
 Contact Email: atruesdell@deloitte.com
 Contact Telephone: +1 312 486 1772

Authorized Firm Signatory: 

Date: December 5, 2019

SCHEDULE B

KEY PERSONNEL

SCHEDULE B FOLLOWS

SCHEDULE B – KEY PERSONNEL

Connecting with you every step of the way | Experience and qualification of firm and key personnel

Organization chart and Key Personnel Resumes

Leadership, trust, and experience—that’s what our clients look for in their engagement teams and what we will continue to deliver to the PBC. Throughout our tenure as the external auditor for PBC, our level of service has been marked by consistency, not by complacency. Our engagement team has never been satisfied with the status quo. As circumstances change, our team has consistently worked with you to accommodate your changing needs. With Deloitte, you gain a knowledgeable team with deep experience serving the PBC specifically and serving other Public Sector and E&C clients in the industry. To complement our industry insight, we are committed to continue providing the right client experience as we work with you: listening for what matters most, focusing on meeting deadlines, providing timely advice, and offering perspectives throughout the year. Key personnel responsibilities and resumes have been provided in the following pages of this section. Our team will be led by **Allen Truesdell**, who has served the PBC for several years, and will continue to sign the audit opinion. Allen will continue to be assisted by **Kathleen Candela** as the Engagement Quality Control Review Partner (and former Lead Audit Director for the PBC), and **Bill Zotti** as Advisory Managing Director (IT) for the PBC. We also welcome **Caroline Schneider** as your Audit Senior Manager. Caroline will manage our day-to-day engagement and oversee our MBE/WBE partners in Washington, Pittman and McKeever, LLC and Velma Butler & Co. Finally, our Audit Senior, **Juliana Salles**, will be returning as your lead Senior for our engagement. *This team represents significant continuity, no transition time or cost, and has a proven track record of helping the PBC achieve a timely submission of their high-quality financial statements to the Government Finance Officer’s Authority on an annual basis!*



| Key team members | Role on engagement |
|---|--|
| <p>Allen Truesdell Lead Client Service and Audit Partner Deloitte & Touche LLP +1 312 486 1772 atruesdell@deloitte.com</p> | <ul style="list-style-type: none"> • Primary point-of-contact with overall decision-making and signing authority on the engagement. • Assist in providing management with direct access to our specialists and industry leaders • Bring the national Public Sector Industry to the PBC as the U.S. Audit Industry Leader • Meet with the Audit Committee at the beginning and conclusion of the audit, at a minimum |
| <p>Caroline Schneider Audit Senior Manager Deloitte & Touche LLP +1 312 486 3441 caschneider@deloitte.com</p> | <ul style="list-style-type: none"> • Work closely with the team to execute day-to-day audit activities • Direct field work on the financial statement audit, and monitor the progress of the audit budget • Supervise and review engagement planning, train and evaluate staff and senior accountants and supervisors • Supervise financial reporting, filing, and compliance as required |
| <p>Juliana Salles Audit Senior Deloitte & Touche LLP +1 312 213 4070 jsallesrosa@deloitte.com</p> | <ul style="list-style-type: none"> • Ensure quality in delivering client service by directing daily progress of fieldwork and testing, reporting directly to Allen and Caroline on engagement status and managing performance of staff, including our MBE and WBE firms • Assume responsibility for advanced components of the audit and be accountable for all deliverables, as well as supervising and reviewing the work of the staff |



Allen Truesdell
Lead Client Service Partner
Deloitte & Touche LLP
+1 312 486 1772
atruesdell@deloitte.com

Relevant experience

- Allen is the U.S. Public Sector Audit Leader and has 25 years of public accounting and audit experience serving clients in the public sector, governmental, real estate, healthcare provider, higher education, and professional services industries.
- Allen leads regionally strategic audit engagements, has provided consultation and transaction services to numerous organizations across multiple industries, and has overall public sector audit portfolio responsibilities for the U.S. firm.
- Allen is well versed in the provisions of the FASB, GASB, GAO, and Uniform Grant Guidance standards and regularly provides both financial and compliance auditing procedures in addition to his leadership responsibilities.
- Allen has served as the Diversity & Inclusion leader for the Audit and Assurance group and is the primary liaison for multiple MBE/WBE businesses with whom Deloitte partners in Chicago.

Representative clients served

Archdiocese of Chicago, American Medical Association, Art Institute of Chicago, Barack Obama Foundation, Catholic Charities of Chicago, Chicago Public Schools, City of Chicago Illinois, City Colleges of Chicago, Cook County Illinois, Illinois World Trade Center Association, Loyola University of Chicago, Metropolitan Pier and Exposition Authority, METRA, Metropolitan Pier & Rotary Foundation, Public Building Commission of Chicago, Utah Housing Corporation



Kathleen Candela
Engagement Quality Control Review Director
Deloitte & Touche LLP
+1 312 486 2856
kcandela@deloitte.com

Relevant experience

- Kathleen has 23 years of public accounting and auditing experience, serving clients within the non-profit and governmental industries.
- Well versed in the provisions of the FASB, GASB, GAO, and Uniform Grant Guidance standards and regularly provides both financial and compliance auditing procedures.
- Kathleen has extensive public sector experience including providing audit services, engagement planning and monitoring, client/staff training and development, and counselling.

Representative clients served

American Medical Association, Archdiocese of Chicago, Catholic Charities of Chicago, Catholic Extension Society of America, City of Chicago Illinois, Public Building Commission of Chicago, METRA, Metropolitan Pier and Exposition Authority, Metropolitan Pier & Rotary Foundation, Rush Copley Medical Center, YMCA of Metropolitan Chicago, Winston & Strawn LLP



Bill Zotti
Advisory Managing Director (IT)
Deloitte & Touche LLP
+1 615 259 1838
bzotti@deloitte.com

Relevant experience

- Bill serves both internal audit and external audit clients and has a deep knowledge of business process and information technology controls in various industries, including the public sector.
- He has more than 37 years of experience, including 12 years in private industry, where he served as a systems project manager, internal audit director, and controller.
- Bill also has extensive experience in leading IT controls work for attest engagements.

Representative clients served

American Medical Association, Archdiocese of Chicago, Art Institute of Chicago, Catholic Charities of Chicago, City of Chicago Illinois, Education Realty Trust, Loyola University of Chicago, Public Building Commission of Chicago, Rotary International, Vanderbilt University



Caroline Schneider
Audit Senior Manager

Deloitte & Touche LLP
+1 312 486 3441
caschneider@deloitte.com

Relevant experience

- Caroline has 9 years of public accounting experience serving government, public sector, financial services and employee benefit plan clients in the Central region.
- She is the senior manager on the City of Chicago engagement responsible for enterprise funds.
- Caroline is the leader of Deloitte's public sector people initiative, which includes staffing all public sector engagements in the Chicago office, organizing industry insights, and developing training events for colleagues at a variety of levels.

Representative clients served

American Medical Association, Archdiocese of Chicago and related entities of Misericordia Home, Mercy Home, and Maryville Academy, Catholic Extension Society of America, City of Chicago Illinois, which includes the Enterprise Funds of O'Hare and Midway Airports, and Department of Water and Sewer, Interlake Mecalux, Options Clearing Corporation, Rotary International, Winston & Strawn LLP, YMCA of Metropolitan Chicago



Juliana Salles
Audit Senior

Deloitte & Touche LLP
+1 312 213 4070
jsallesrosa@deloitte.com

Relevant experience

- Juliana oversaw and assisted in performing audits of public issuers in accordance to PCAOB standards, audits of private companies and components in accordance with AICPA standards, not-for profit organizations, and governmental entities.
- Juliana has worked for PBC audit in the previous engagement.

Representative clients served

Catholic Cemeteries of the Archdiocese of Chicago, Donnelly Financial Solutions, YMCA of Metropolitan of Chicago, Public Building Commission of Chicago, Metropolitan Pier and Exposition Authority

A few words on staff continuity

Deloitte is sensitive to the importance of maintaining continuity of engagement team members. It allows us to focus on substantive issues rather than start-up concerns and fosters strong working relationships among our personnel. We have maximized continuity by our efforts to become an employer of choice in our profession. We have done this through a variety of initiatives that benefit our people, including our highly recognized task forces on the retention and advancement of women and minorities, our work/life balance program, and our comprehensive human resources standards.

Our focus on professionals' career growth, skill development, and need for work-life balance has earned our organization a reputation as an employer of choice around the world. In fact, on the 20th year, Deloitte has earned a place on Fortune magazine's prestigious list of the "100 Best Companies to Work For." Our commitment to training and career planning further confirms that our client service teams are equipped with professional knowledge, in-depth understanding of industry issues, and hands-on experience in providing exceptional service. The best people for us translate to the best people for you. Deloitte does not specifically report average employee turnover, but we believe our overall turnover rates for the last three years are below the industry average. Top talent seeks out positions at Deloitte because they see us as a place where they can grow and excel.



EXHIBIT A

LEGAL ACTIONS

EXHIBIT A FOLLOWS

EXHIBIT A – LEGAL ACTIONS

FIRM NAME Deloitte & Touche LLP

I. LEGAL ACTIONS

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 checked="" type="checkbox"/> | <input type="checkbox"/> |
| If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and include the date(s) of filing with the corresponding dollar amount of claims (or judgments and the contract value of the contract). | | Please refer statement of litigation on the next page. |
| 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 checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input type="checkbox"/> |

EXHIBIT B

DISCLOSURE AFFIDAVIT

EXHIBIT B FOLLOWS

EXHIBIT B – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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 Allen Truesdell, as Partner
Name Title

and on behalf of Deloitte & Touche LLP
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

| RESPONDENT | | | |
|--|-------------------------|-------------------|-----------------|
| Name of Firm: | Deloitte & Touche LLP | | |
| Address: | 111 South Wacker Drive | | |
| City/State/Zip: | Chicago IL 60606 | | |
| Telephone: | +1 312 486 1772 | Facsimile: | +1 312 247 1772 |
| FEIN: | 13-3891517 | SSN: | |
| Email: | atruesdell@deloitte.com | | |
| Nature of Transaction: | | | |
| <input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input checked="" type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____ | | | |

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

EXHIBIT B – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

| | | |
|--|--|--|
| State of Incorporation or Organization: | | |
| If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois: | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| City/State/ZIP: | | |
| Telephone: | | |
| Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i> | | |
| Name | Title | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i> | | |
| Name | Address | Ownership Interest Percentage |
| | | % |
| | | % |
| | | % |
| | | |
| | | |
| LLC's only, indicate Management Type and Name: | | |
| <input type="checkbox"/> Member-managed | <input type="checkbox"/> Manager-managed | Name: <input style="width: 100%;" type="text"/> |
| Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities? | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <i>If yes, please 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.</i> | | |

EXHIBIT B – DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

| 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 | Type | Ownership Interest Percentage |
| Joseph Ucuzoglu | LLP | No individual partner greater than 1 % |
| | | % |
| | | % |
| | | % |
| Please see partner list on page 61. | | % |

C. SOLE PROPRIETORSHIP

| The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: | |
|--|--|
| <i>If the answer is no, please complete the following two sections.</i> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 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 of Principal(s) | |
| | |
| | |
| | |
| | |
| 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 be exercised. | |
| Name | Address |
| | |
| | |
| | |
| | |
| | |

EXHIBIT B – DISCLOSURE AFFIDAVIT

III. 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. Bribed 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;
 - 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.

EXHIBIT B – DISCLOSURE AFFIDAVIT

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.

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.

EXHIBIT B – DISCLOSURE AFFIDAVIT

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.
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.

G. 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 restriction, (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.

EXHIBIT B – DISCLOSURE AFFIDAVIT

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.

H. 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.

I. 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

Allen Truesdell

Name of Authorized Officer (Print or Type)

Partner

Title

+1 312 486 1772

Telephone Number

State of IL
County of COOK

Signed and sworn to before me on this _____ day of _____, 20____ by
ALLEN TRUESDELL (Name) as PARTNER (Title) of
DELOITTE & TOUCHE LLP (Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal

Partner List: There are 63 partners in Chicago as listed below

| Employee Name | Title |
|---------------------------|--------------|
| Treiber, John | Partner |
| Gallagher, Paul | Partner |
| Schreiber, Steve | Partner |
| Alkema, Doug | Partner |
| Ruben, Brian | Partner |
| Chari, Rajan | Partner |
| Weinert McDonnell, Lesley | Partner |
| Pemberton, Tricia | Partner |
| Wangard, Matt | Partner |
| Caffarelli, Rich | Partner |
| Martini, Natalie | Partner |
| Szalony, Scott | Partner |
| Wolfe, Stephanie | Partner |
| Valdick, Mark | Partner |
| Janiak, Stacy | Partner |
| May, Tyson | Partner |
| Albin, Bill | Partner |
| Truesdell, Allen | Partner |
| Hollack, Claudine | Partner |
| Wilgenburg, Arie | Partner |
| Jekov, Dale | Partner |
| Van Houtte, Andy | Partner |
| Craanen, Diane | Partner |
| Jagiello, Al | Partner |
| Moulton, John | Partner |
| Pipala, Michael | Partner |
| Kurowski, Susie | Partner |
| Shirk, Scott | Partner |
| Gordon, Bob | Partner |
| Klein, Sara | Partner |
| Lyons, Diane | Partner |
| Allegretti, Jim | Partner |

| Employee Name | Title |
|----------------------|--------------|
| Ringel, Kevin | Partner |
| Pajula, Seema | Partner |
| Leadstrom, Pete | Partner |
| Hurwitz, Scott | Partner |
| Louderback, Todd | Partner |
| Douce, Brian | Partner |
| O'Dell, Jennifer | Partner |
| Graf, Bill | Partner |
| Nelson, Erica | Partner |
| Huber, Amy | Partner |
| Conroy, Sean | Partner |
| Ponton, Mindy | Partner |
| Ollila, Eric | Partner |
| Scheibel, Patrick | Partner |
| Conway, Pat | Partner |
| Berrill, Liz | Partner |
| Lund, Michael | Partner |
| Hirsh, Jason | Partner |
| Nemeth, Shan | Partner |
| Keefe, Tom | Partner |
| Kohn, Barry | Partner |
| Cullen, Peggy | Partner |
| Bauer, Kristin | Partner |
| Coleman, Brandon | Partner |
| Park, Amy | Partner |
| Grundman, Erich | Partner |
| Garrett, Brad | Partner |
| Resch, Ben | Partner |
| Uhler, Steve | Partner |
| O'Brien, Bob | Partner |
| Weber, Carl | Partner |

EXHIBIT C

DISCLOSURE OF RETAINED PARTIES

EXHIBIT C FOLLOWS

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:

- 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.

EXHIBIT C – DISCLOSURE OF RETAINED PARTIES

- 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

Allen Truesdell

Name (Type or Print)

Date

Partner

Title

Subscribed and sworn to before me

this _____ day of _____ 20__

Notary Public

EXHIBIT D

SPECIAL CONDITIONS REGARDING THE UTILIZATION OF MBE and WBE FIRMS

EXHIBIT D FOLLOWS

SCHEDULE D

Affidavit of Professional Service Provider Regarding MBE/WBE Participation (1 of 2)

Name of Project: Audit Services

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

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

Partner and duly authorized representative of Deloitte & Touche LLP whose address is

111 South Wacker Drive

in the City of Chicago, State of Illinois

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

| Name of MBE/WBE Contractor | Type of Work to be Done in Accordance with Schedule C | Dollar Credit Toward MBE/WBE Goals | |
|----------------------------------|--|------------------------------------|-----------|
| | | MBE | WBE |
| Washington, Pittman, & McKeever | Assist in the conduct of the financial statement audit | \$ 49,500 | \$ |
| Velma Butler and Company, Ltd. | Assist in the conduct of the financial statement audit | \$ | \$ 16,500 |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| Total Net MBE/WBE Credit | | \$ 49,500 | \$ 16,500 |
| Percent of Total Base Bid | | 30 % | 10 % |

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

SCHEDULE D

Affidavit of Professional Service Provider Regarding MBE/WBE Participation (2 of 2)

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

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

Deloitte & Touche LLP

Name of Contractor (Print)

October 30, 2019

Date

312-486-1772

Phone

Signature

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

SCHEDULE C

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

Name of Project: Public Building Commission Financial Statement Audit

Project Number: PS3045

FROM: Washington, Pittman, & McKeever

Washington, Pittman, & McKeever MBE X WBE _____

(Name of MBE or WBE)

TO: Deloitte & Touche LLP
_____ and Public Building Commission of Chicago

(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor X a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 02/11/2019.
In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Assist in the conduct of the financial statement audit of the Public Building Commission.

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

30% of the dollar value of the contract.

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

PARTIAL PAY ITEMS

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

Not applicable.

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

SUB-SUBCONTRACTING LEVELS

 0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
 0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.


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

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

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

Washington, Pittman & McKeever LLC
Name of MBE/WBE Firm (Print)
10/31/2019
Date
312-325-7419
Phone



Signature Angela T. Allen
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

FEB 11 2019

Lester H. McKeever, Jr.
Washington, Pittman & McKeever, LLC
401 N. Michigan Ave.
Chicago, IL 60611

RE: Revised Letter Due to Updated Address

Dear Mr. McKeever:

We are pleased to inform you that **Washington, Pittman & McKeever, LLC** is certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **12/15/2021**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **12/15/2019 and 12/15/2020**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/15/2021**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/15/2021**.

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

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

- File your annual No-Change Affidavit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

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

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

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

NAICS Code(s):
541211- Certified Public Accountants' (CPAs) Offices

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,


Shannon E. Andrews
Chief Procurement Officer

SEA/fn

SCHEDULE C

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

Name of Project: Public Building Commission Financial Statement Audit

Project Number: PS3045

FROM: Velma Butler and Company

Velma Butler and Company MBE _____ WBE X _____

(Name of MBE or WBE)

TO: Deloitte & Touche LLP
_____ and Public Building Commission of Chicago

(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor X _____ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated _____
In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Assist in the conduct of the financial statement audit of the Public Building Commission.

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

10% of the dollar value of the contract.

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

PARTIAL PAY ITEMS

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

Not applicable._____

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

SUB-SUBCONTRACTING LEVELS

 0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
 0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

Velma Butler & Company, Ltd.

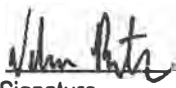
Name of MBE/WBE Firm (Print)

10/31/19

Date

(312) 419-1547

Phone



Signature

Velma Butler

Name (Print)

IF APPLICABLE:

BY:

Signature

Name (Print)

MBE WBE Non-MBE/WBE



Certification: View

Certification List

Submit Change Request

Add Date Alert

[Home](#)

[View »](#)

[Search »](#)

[Message »](#)

[Settings »](#)

[Help & Support »](#)

[Logoff](#)

[Show All](#)

[Hide All](#)

Vendor Information

| | |
|----------------------|---|
| Business Name | Velma Butler & Company, Ltd. |
| VendorID | 20069632 |
| Primary Owner's Name | Ms. Velma Butler |
| Ethnic Group | African American |
| Gender | Female |

Certification Information

| | |
|--------------------|--|
| Certifying Agency | City of Chicago |
| Certification Type | WBE - Women Business Enterprise |
| Effective Date | 4/10/2018 |
| Renewal Date | 12/1/2019 |

Contact Information

| | |
|----------------------|-----------------------|
| Main Company Email | VBandC@aol.com |
| Main Phone | 312-419-1547 |
| Main Fax | 312-419-1798 |
| Main Company Website | www.vbandc.org |

Addresses

| | |
|------------------|--|
| Physical Address | 6 East Monroe Street Suite 400 Chicago, IL 60603-2739 |
| Mailing Address | 6 East Monroe Street Suite 400 Chicago, IL 60603-2739 |

Business Capabilities

| | |
|---|--|
| Business certified for | NAICS 541211 Offices of Certified Public Accountants NAICS 541213 Tax return preparation services NAICS 541214 Payroll processing services NAICS 541219 Other Accounting Services NAICS 541611 Administrative and General management Consulting Services |
| Full Description of Capabilities/Products | NAICS 541211 Offices of Certified Public Accountants NAICS 541213 Tax return preparation services NAICS 541214 Payroll processing services NAICS 541219 Other Accounting Services NAICS 541611 Administrative and General management Consulting Services |
| Commodity Codes | NAICS 541211 Offices of Certified Public Accountants (More) NAICS 541213 Tax return preparation services (More) NAICS 541214 Payroll processing services (More) NAICS 541219 Other Accounting Services (More) NAICS 541611 Administrative Management and General Management Consulting Services (More) |

Logged on as:
Velma Butler
Velma Butler &
Company, Ltd.

EXHIBIT E

INSURANCE REQUIREMENTS

EXHIBIT E FOLLOWS

EXHIBIT E – AUDIT SERVICES INSURANCE REQUIREMENTS

Deloitte & Touche LLP has reviewed the requirements set forth by Exhibit E – Evidence of Ability to Meet Insurance Requirements within the RFP (PS3045).

Deloitte & Touche LLP maintains the insurances required by federal, state, or local statutes, including worker's compensation and employer's liability coverage. We also maintain commercial general liability and automobile liability in amounts sufficient to protect the U.S. firms, as well as the interests of our clients, where appropriate. The sample certificate of insurance included in subsequent pages provides evidence of the minimum limits the U.S. firms maintain for each of these coverages.

Deloitte & Touche LLP maintains professional liability coverage believed to be similar to the programs of other large professional services organizations in the United States. We believe our insurance coverage is adequate to sufficiently cover the services detailed in this request for proposal. The second attached sample certificate of insurance provides evidence of the minimum limits the U.S. firms maintain for this coverage.

If Deloitte & Touche LLP is awarded the work, the insurance requirements will be negotiated in good faith as part of the overall contract negotiation process.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2020

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 have ADDITIONAL INSURED provisions or 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 Marsh USA, Inc.[] 1166 Avenue of the Americas[] New York, NY 10036[] Attn: realestate.certrequest@marsh.com CN102871568-STND-GAWU-20-21 | CONTACT NAME: .. PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center; border-bottom: 1px solid black;">NAIC #</th> </tr> <tr> <td>INSURER A : Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER B : N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>INSURER C : American Casualty Company of Reading, PA</td> <td style="text-align: center;">20427</td> </tr> <tr> <td>INSURER D : Valley Forge Insurance Company</td> <td style="text-align: center;">20508</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Continental Casualty Company | 20443 | INSURER B : N/A | N/A | INSURER C : American Casualty Company of Reading, PA | 20427 | INSURER D : Valley Forge Insurance Company | 20508 | INSURER E : | | INSURER F : | |
|--|--|-------------------------------|--------|---|-------|------------------------|-----|---|-------|---|-------|--------------------|--|--------------------|--|
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Continental Casualty Company | 20443 | | | | | | | | | | | | | | |
| INSURER B : N/A | N/A | | | | | | | | | | | | | | |
| INSURER C : American Casualty Company of Reading, PA | 20427 | | | | | | | | | | | | | | |
| INSURER D : Valley Forge Insurance Company | 20508 | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** NYC-010918272-01 **REVISION NUMBER:** 1

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 | ADD L | SUB R | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|------------------|--------------------------------------|---|--|--|--|----------------|---------------|------------|---|-------------------------------------|----|-----------|----------------------------|----|--|------------------------------|-----------|--|--------------------------------|----|--|---------------|------------|------------|---|-----------------|----|-----------|---|----|-----------|--------------------------|----|--------|-----------------------|----|-----------|-------------------|----|-----------|------------------------|----|-----------|--|----|--|
| A X | COMMERCIAL GENERAL LIABILITY <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border-bottom: 1px solid black;">CLAIMS-MADE</td> <td style="width: 5%; text-align: center;">X</td> <td style="width: 10%; border-bottom: 1px solid black;">OCCUR</td> <td style="width: 10%;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border-bottom: 1px solid black;">GENL</td> <td style="width: 15%; border-bottom: 1px solid black;">AGGREGATE</td> <td style="width: 15%; border-bottom: 1px solid black;">LIMIT/APPLIES</td> <td style="width: 15%; border-bottom: 1px solid black;">PER:</td> </tr> <tr> <td style="border-bottom: 1px solid black;">POLICY</td> <td style="border-bottom: 1px solid black;">PROJECT</td> <td style="border-bottom: 1px solid black;">X</td> <td style="border-bottom: 1px solid black;">LOC</td> </tr> <tr> <td colspan="4" style="border-bottom: 1px solid black;">OTHER:</td> </tr> </table> </td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> </table> | CLAIMS-MADE | X | OCCUR | | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border-bottom: 1px solid black;">GENL</td> <td style="width: 15%; border-bottom: 1px solid black;">AGGREGATE</td> <td style="width: 15%; border-bottom: 1px solid black;">LIMIT/APPLIES</td> <td style="width: 15%; border-bottom: 1px solid black;">PER:</td> </tr> <tr> <td style="border-bottom: 1px solid black;">POLICY</td> <td style="border-bottom: 1px solid black;">PROJECT</td> <td style="border-bottom: 1px solid black;">X</td> <td style="border-bottom: 1px solid black;">LOC</td> </tr> <tr> <td colspan="4" style="border-bottom: 1px solid black;">OTHER:</td> </tr> </table> | GENL | AGGREGATE | LIMIT/APPLIES | PER: | POLICY | PROJECT | X | LOC | OTHER: | | | | | | | | | GL 6024588868 | 06/01/2020 | 06/01/2021 | <table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td><td style="text-align: right;">10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table> | EACH OCCURRENCE | \$ | 1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 1,000,000 | MED EXP (Any one person) | \$ | 10,000 | PERSONAL & ADV INJURY | \$ | 1,000,000 | GENERAL AGGREGATE | \$ | 2,000,000 | PRODUCTS - COMP/OP AGG | \$ | 2,000,000 | | \$ | |
| CLAIMS-MADE | X | OCCUR | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| POLICY | PROJECT | X | LOC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OTHER: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| EACH OCCURRENCE | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$ | 10,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$ | 2,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COMP/OP AGG | \$ | 2,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A X | AUTOMOBILE LIABILITY <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border-bottom: 1px solid black;">YANYAUTO</td> <td style="width: 15%; border-bottom: 1px solid black;">OWNED AUTOS ONLY</td> <td style="width: 15%; border-bottom: 1px solid black;">HIRED AUTOS ONLY</td> <td style="width: 15%; border-bottom: 1px solid black;">SCHEDULED AUTOS NON-OWNED AUTOS ONLY</td> </tr> </table> | YANYAUTO | OWNED AUTOS ONLY | HIRED AUTOS ONLY | SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | BUA 6024588871 | 06/01/2020 | 06/01/2021 | <table style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table> | COMBINED SINGLE LIMIT (Ea accident) | \$ | 1,000,000 | BODILY INJURY (Per person) | \$ | | BODILY INJURY (Per accident) | \$ | | PROPERTY DAMAGE (Per accident) | \$ | | | \$ | | | | | | | | | | | | | | | | | | | | | | | |
| YANYAUTO | OWNED AUTOS ONLY | HIRED AUTOS ONLY | SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| COMBINED SINGLE LIMIT (Ea accident) | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | UMBRELLA LIAB EXCESS LIAB <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border-bottom: 1px solid black;">DED</td> <td style="width: 15%; border-bottom: 1px solid black;">RETENTION \$</td> <td style="width: 10%; border-bottom: 1px solid black;">OCCUR</td> <td style="width: 10%; border-bottom: 1px solid black;">CLAIMS-MADE</td> </tr> </table> | DED | RETENTION \$ | OCCUR | CLAIMS-MADE | | | | | | <table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table> | EACH OCCURRENCE | \$ | | AGGREGATE | \$ | | | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DED | RETENTION \$ | OCCUR | CLAIMS-MADE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| EACH OCCURRENCE | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| C D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y/N/A | | WC 6024588837 (AOS) WC 6024588840 (CA) WC 6024588854 (AZ, OR, WI) | 06/01/2020 06/01/2020 06/01/2020 | 06/01/2021 06/01/2021 06/01/2021 | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 15%; border-bottom: 1px solid black;">PER STATUTE</td> <td style="width: 10%; border-bottom: 1px solid black;">OTH-ER</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA</td> <td></td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,000,000</td> </tr> </table> | X | PER STATUTE | OTH-ER | | | | | E.L. EACH ACCIDENT | | | \$ | 1,000,000 | | E.L. DISEASE - EA | | | \$ | 1,000,000 | | E.L. DISEASE - POLICY LIMIT | | | \$ | 1,000,000 | | | | | | | | | | | | | | | | | |
| X | PER STATUTE | OTH-ER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | E.L. EACH ACCIDENT | | | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | E.L. DISEASE - EA | | | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | E.L. DISEASE - POLICY LIMIT | | | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D | Stop Gap (OH, ND, WA) | | | GAP 6042880616 (OH, ND, WA) | 06/01/2020 | 06/01/2021 | 1,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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

| | | | |
|--|---|--|--|
| CERTIFICATE HOLDER Public Building Commission of Chicago[] 50 W. Washington, Room 200[] Chicago, IL 60602 <div style="text-align: right; color: red;"> APPROVED JLB 9/3/2020 </div> | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;"> AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Robert A. Mazzaro </td> <td style="width: 50%; border-bottom: 1px solid black; text-align: right;"> </td> </tr> </table> | AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Robert A. Mazzaro | |
| AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Robert A. Mazzaro | | | |

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2020

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 have ADDITIONAL INSURED provisions or 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 MARSH USA, INC.[] 1166 AVENUE OF THE AMERICAS[] NEW YORK, NY 10036[] Attn: Real.Estate.CertRequest@marsh.com CN102871568-STND-PROF-20-21 | CONTACT NAME: PHONE/FAX (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : North American Capacity Ins Co 25038 B : INSURER C : INSURER D : INSURER E : INSURER F : |
| INSURED Deloitte LLP; Deloitte & Touche LLP; INSURER Deloitte Consulting LLP; Deloitte Tax LLP; Deloitte Services LP; Deloitte Financial Advisory Services LLP; Deloitte Transactions and Business Analytics LLP[] 30 Rockefeller Plaza[] New York, NY 10112 | |

COVERAGES **CERTIFICATE NUMBER:** NYC-010918276-01 **REVISION NUMBER:** 1

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 | ADD L | SUB R | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-------|-------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE \$ |
| | CLAIMS-MADE OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | GENL. AGGREGATE LIMIT/APPLIES PROJECT PER: LOC | | | | | | MED EXP (Any one person) \$ |
| | OTHER: | | | | | | PERSONAL & ADV INJURY \$ |
| | | | | | | | GENERAL AGGREGATE \$ |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ |
| | | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | YANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB EXCESS LIAB | | | | | | EACH OCCURRENCE \$ |
| | DED RETENTION \$ | | | | | | AGGREGATE \$ |
| | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | | | FIP0008215-13 | 06/01/2020 | 06/01/2021 | Per Claim 1,000,000 Aggregate 1,000,000 |

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

- This policy is non-cancellable during the period shown.[]
- The issuance of this certificate of insurance does not make the person or organization to whom it is issued an additional insured, nor does it modify in any manner the contract of insurance between the insured and the insurer.[]

[]
Cyber, Network and Privacy Liability Coverage is included in the Professional Liability Program

| | |
|---|--|
| CERTIFICATE HOLDER Public Building Commission of Chicago[] 50 W. Washington, Room 200[] Chicago, IL 60602 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Maureen Gorman |
|---|--|

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