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

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

NORESCO, LLC

FOR

ENERGY EFFICIENCY RETROFIT PROGRAM ANALYSIS, CONSULTING, AND CONTRACTING SERVICES
PS3066B

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

FIRM NAME:	Noresco, LLC
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Mayor Lori E. Lightfoot
Chairman
Carina Sánchez
Executive Director

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EXECUTION PAGE

PS3066B

THIS AGREEMENT ("Agreement") effective as of March 14, 2023, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the **"Commission"**), and Noresco, LLC with offices at 2800 South River Drive, Suite 400, Des Paines, IL 60018, (the **"Consultant"**).

Recitals:

Whereas, the Commission intends to undertake from time to time energy efficiency retrofit program analysis, consulting, and contracting services on various buildings, facilities and other improvements ("Project") located in the City of Chicago ("City") at the request of various governmental and public agencies ("User Agency").

WHEREAS, the Commission requires certain professional services as described in the Agreement (the "Services") in connection with the Projects undertaken by the Commission for the use and benefit of a User Agency.

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

WHEREAS, in reliance upon the Consultant's representations, Technical Competence, Key Personnel, and other information identified in the Request for Proposals response, the Commission has selected the Consultant to perform the Services on the terms and conditions set forth in this Agreement as modified from time to time by Task Order.

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

EXECUTION PAGE

Energy Efficiency Retrofit Program Analysis, Consulting, and Contracting Services – PS3066B

PUBLIC BUILDING COMMISSION OF CHICAGO

Lori E. Lightfoot

Mayor Lori E. Lightfoot
Chairman

Date: _____

ATTEST:

Mary Pat Witry

Mary Pat Witry
Secretary

Date: 4/25/23

Approved as to form and legality:

Kenneth Fredd

Neal & Leroy, LLC

Date: 4/4/2023

CONSULTANT: Noresco, LLC

J. William

President or Approved Signatory
SR VICE PRESIDENT & GENERAL MANAGER

Date: 4/3/2023

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Fulton

State of: Georgia

Subscribed and sworn to before me by James William Jr.
on behalf of Consultant this 13th day of April, 2023.

Notary Public

My Commission expires: 04/30/2024
(SEAL OF NOTARY)

D. BRENT TAL... NOTARY PUBLIC COBB COUNTY, GEORGIA

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 energy efficiency retrofit program analysis, consulting, and contracting services, including all schedules, exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, supplements, contracts, agreements and Task Orders made in accordance with the terms hereof.

   b. **Authorized Commission Representative(s)** means one or more persons designated in writing by the Executive Director for purposes of assisting the Commission in managing and implementing the Project. As directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission.

   c. **Commission** means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.

   d. **Consultant** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized to perform the Services required by the terms and conditions of this Agreement.

   e. **Deliverables** means the documents, in any format (electronic or hard copy) requested by the Commission, including without limitation drawings, plans, reports, meeting minutes, forms, recommendations, and analyses, that the Consultant is required under this Agreement to provide to the Commission.

   f. **Equipment** means the articles or physical resources, tangible or intangible, enabling the Commission to implement the Projects and Consultant to perform the Services required under this Agreement.

   g. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.

   h. **Key Personnel** means those job titles and persons as identified in such positions in this Agreement and accepted by the Commission.

   i. ***"OCDM" (or "the System")*** means the PBC's designated On-line Collaboration and Document Management System. It shall be used by the Consultant to track the Work, manage Project(s), and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative.

   j. **Services** means collectively, the duties, responsibilities and tasks that are necessary in order for the Consultant to provide energy efficiency retrofit program analysis, consulting, and contracting services required under this Agreement to assist the Commission in achieving the objectives, and requirements set forth on Schedule A hereof for the ongoing development of the project as described in this Agreement and any applicable Task Order, Investment Grade Audit, Guaranteed Energy Performance Contract, or other Contract or Agreement.

   k. **Sub-consultant or Subcontractor** means a partnership, firm, corporation or entity other than the Consultant hired by the Consultant to perform professional services including, but not limited to: labor, materials and/or equipment, related to the performance of the Services and/or improvement of the Project.

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

3. **Incorporation of Documents**. The Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is hereby incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.

a. **Compliance with Policies Concerning MBE and WBE**. Without limiting the generality of the requirements of the policies of the Commission referred to in Section 3 and elsewhere, including Exhibit D, the Consultant will use every reasonable effort to utilize minority business enterprises and women business enterprises for not less than 32% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, and the Amended Resolution passed on June 12, 2012, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

4. Engagement and Standards for Performing Services.

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

b. **Performance Standard**. The Consultant represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by organizations providing Key Personnel 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 or the Project, Consultant shall promptly provide notice to the Commission.

c. **Key Personnel.** The Consultant will use personnel suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement. To the extent required by law, each person assigned to perform any part of the Services shall be suitably licensed or certified to perform such obligations. The personnel identified in Exhibit D ("Key Personnel") will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Personnel cannot be changed without the Commission's prior written approval. The Consultant must not reassign or replace Key Personnel without the written consent of the Commission. The Commission may at any time, in writing, notify Consultant that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed in Exhibit D of this Agreement. Upon the Consultant's receipt of such notice, the Consultant must immediately suspend the Key Person or Key Personnel from performing services under this Agreement and must replace him or her with a person possessing comparable professional credentials and experience. Such replacements are subject to prior approval by the Commission.

d. **Adequate Staffing**. 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 assign, reassign, or replace Key Personnel without the written consent of the Commission. Consultant must ensure that all Services and Deliverables that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must maintain current copies of any such licenses and provide such copies, upon request, to the Commission. Consultant remains responsible for the professional and technical accuracy of all Services and Deliverables furnished, whether by the Consultant or others on its behalf. Consultant must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of the Services. Consultant must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission. All Deliverables must be prepared in a format satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement. The Commission may at any time in writing notify the consultant that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed in the Agreement. Upon that notice, Consultant must suspend the 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 subjected to the reasonable approval of the commission.

e. **Limitations on Sub-Consultants and Subcontractors**. Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

f. **Failure to Meet Performance Standard**. If the Consultant fails to comply with its obligations under the standards of the Agreement, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Consultant of its responsibility to render the Services and Deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Consultant, either under the Agreement, at law or in equity.

g. **Changes to the Services**. The Commission may from time to time, request changes to the terms of the Agreement, Task Order or the Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services or timetable for Deliverables, which are mutually agreed upon by and between the Commission and Consultant, shall be incorporated in a written amendment to this Agreement or the Task Order. The Commission shall not be liable for any changes absent such written amendment.

5. Task Orders

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

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

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

d. **Notice of Approval of Task Orders**. All Task Orders are subject to the written approval of the Commission and no Task Order will become binding upon the Commission until it is approved in writing by the Executive Director (or designee). Absent approval of a Task Order, as described below, the Commission will not be obligated to pay or have any liability to Consultant or its Subcontractors or Subconsultants for any Services or Deliverables provided by Consultant pursuant to such Task Order Proposal.

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

6. Representations and Warranties. Consultant represents, warrants and covenants that (a) it will comply with all laws and regulations in performing the Services; (b) it will perform the Services in accordance with the terms and conditions of ~~the~~ this Agreement in a professional and workmanlike manner consistent with best industry standards and practices; (c) it possesses all right, power and authority to enter into this Agreement; (d) all Deliverables shall be original works of Consultant or that Consultant shall have all rights necessary to provide such Deliverables; and (e) neither the Services, Deliverables or any other materials or any part thereof, provided to the Commission shall

infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. If any Services performed by Consultant fail to meet the above warranties, then without limiting any other remedies at law or in equity, Consultant shall promptly correct or re-perform any such affected Services at no cost to the Commission. Further, Consultant acknowledges that the Commission has entered or will enter into agreements with third-party vendors to provide a third-party data hosting site and a disaster recovery site. Consultant agrees to abide by all rules, regulations and other requirements prescribed by such third-party vendors in order to gain access to the Equipment and perform the Services required by this Agreement.

7. Duties and Obligations of Consultant.

a. **Nondiscrimination**. The Consultant agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq., the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended, and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Consultant will furnish such reports and information as requested by the Commission or the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.

b. **Employment Procedures, Preferences and Compliances**. Salaries of employees of the Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to ‡Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).‡ The Consultant shall comply with all applicable “Anti- Kickback” laws and regulations, including the “Anti-Kickback” Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Consultant, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due.

c. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission’s website at www.pbcchicago.com/pdf/RES_PBC_ecr_CodeofEthicsConsolApril%202013_20130405.pdf and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.

d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.

e. **Delays**. The Consultant agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.

f. **Records**. The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.

g. **OCDM System**. The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the OCDM procedures and submit progress reports and other Deliverables through the OCDM System. The Consultant must attend courses and receive training on the OCDM System provided by or on behalf of the Commission. Any costs incurred by the Consultant as a result of the attendance of the Consultant's personnel at OCDM System courses are not compensable by the Commission.

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

i. **Compliance with Laws**. In performing its engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws, rules and regulations including but not limited to, those referenced in subparagraphs (a) and (b) above.

j. **Progress Meetings**. The Consultant may be required to conduct and attend meetings on a regular basis, as directed by the Commission, to discuss the progress and status of the Project and/or to review the performance of the Consultant. The Consultant agrees to cause such meetings to be attended by appropriate personnel engaged in performing or knowledgeable of the Services. The Consultant further agrees to maintain a record of such meetings, including preparation of meeting notes, meeting minutes, informational logs, attendance sheets, etc.

8. **Term**. The initial term of this Agreement shall be five (5) years with an option for five (5) additional one (1) year terms which may be exercised at the sole discretion of the Commission; but in any case, the duration of the Agreement shall continue through final acceptance of any/all Project Deliverables. 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.

a. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by notice given to the Consultant at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Consultant hereunder with respect to all or any part of the Services, by written notice given to the Consultant at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Consultant from liability for the performance of any obligation of the Consultant under this Agreement performed or to have been performed by the Consultant on or before the effective date of termination or suspension. Provided the Consultant is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Consultant for any loss, cost or damage which the Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may,

in its sole discretion, reimburse the Consultant for actual expenses approved by the Commission.

b. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Consultant, or if the Commission fails to make any payment or perform any other obligation hereunder, the Consultant shall have the right to terminate this Agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Consultant for periods up to the effective date of termination.

9. **Compensation of Consultant; Submission of Invoices through OCDM**. The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of Fifteen Million Dollars ($15,000,000.00). The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule B of this Agreement, or as modified by Task Order, or other written authorization. The Consultant shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the OCDM System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Task Order or other number as directed by the Commission. Failure to submit invoices through OCDM will result in delayed or non-payment to the Consultant.

10. **Rights and Obligations of Commission**. In connection with the administration of the Project by the Commission and the performance of this Agreement by the Consultant, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:

a. **Information**. The Commission shall provide the Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.

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

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

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

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

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

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

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

11. **Indemnification of Commission and Third-Party Vendors**. The Consultant hereby agrees to indemnify, defend, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees and any third-party hosting site (or disaster recovery site) from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Consultant or any person employed by the Consultant to the maximum extent permitted by applicable law.

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 as set forth in Exhibit C – Insurance Requirements.

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 standard of performance set forth in this Agreement;

iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;

iv. The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or

v. There shall be commenced any proceeding against the Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of 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 actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

c. **Remedies not Exclusive**. No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

14. **Confidentiality**. All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project, the Services or any assigned Task Order.

Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by Consultant in entering into this Agreement. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests.

15. **Assignment**. The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned, sold, gifted, or bargained for by the Consultant, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Consultant.

16. **Relationship of Parties**. The relationship of the Consultant to the Commission hereunder is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary in this Agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an agreement of partnership, joint venture, or agency.

17. **Miscellaneous.**

    a. **Counterparts**. This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.

    b. **Entire Agreement**. This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by a duly authorized Task Order or other instrument in writing signed by both of the parties hereto.

    c. **Force Majeure**. Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. Examples of such causes may include, but are not limited to, fires, floods, earthquakes, epidemics, pandemics, quarantine restrictions, labor strikes, etc. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.

    d. **Material and Equipment**. The Consultant understands and agrees to monitor and advise regarding any ongoing material and equipment supply chain impacts, including escalation and timing impacts, and agrees to provide mitigation strategies (including, but not limited to, advance procurement of any/all required material and equipment, proper storage off site, and assignment to trade contractors for installation) while working to ensure successful delivery of Services and Deliverables.

    e. **Professional Service Consultants**. The Consultant understands and agrees that the Commission may request procurement of various professional service consultants, including but not limited to, environmental, surveying, commissioning, etc.

    f. **Governing Law**. This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.

    g. **No Waiver**. The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.

    h. **Notices**. All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Consultant at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given

by mail. The Commission or the Consultant may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.

i. **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.

j. **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.

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

l. **Non-liability of Public Officials**. No Board member, employee, agent, officer or official of the Commission or the User Agency is personally liable to the Consultant of its Subcontractors or Subconsultants, and the Consultant and its Subcontractors and Subconsultants are not entitled to charge any of them with liability or expense or hold them personally liable to Consultant and its Subcontractors and Subconsultants under this Agreement.

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SCHEDULE A – GENERAL SCOPE OF SERVICES

Energy Efficiency Retrofit Program Analysis, Consulting, and Contracting Services

Intent

The Commission requires the services of experienced and reliable energy efficiency retrofit program analysis, consulting, and contracting consultants or teams to perform the following Energy Efficiency Retrofit Program Analysis, Consulting, and Contracting Services at various locations.

The Commission has established the following assumptions and parameters for various Services which may be further defined with each Task Order:

General Objectives

a. The objectives include the reduction of greenhouse gas emissions and realized energy savings through cost- savings analysis and turn-key energy conservation implementation. The ESCOs must provide for the measurement and reporting of reduced emissions as required by the Commission and its User Agencies.

b. The Commission, and its User Agencies, may wish to benchmark building energy performance using the ENERGY STAR benchmarking system. The ESCOs must be intimately familiar with ENERGY STAR and be able to lead/assist with the benchmarking process.

c. The Commission, and its User Agencies may investigate LEED for Existing Buildings (LEED-EB) certification from the United States Green Building Council (USGBC) for one or more buildings. If requested, the ESCO must be prepared to explore ECMs that either help achieve prerequisites under LEED-EB and/or earn points towards a level of certification specified by the Commission, City, BOE and/or other User Agencies as directed.

d. The ESCO must be able to incorporate a standardized, open protocol building energy information monitoring system that can be integrated with a variety of building automation systems, will aggregate energy use and metering data across all buildings in the Project, and provide “dashboard” reporting of energy consumption and trend data for BOE and Commission staff.

e. The ESCOs must be familiar with funding of cost-effective energy efficiency measures through various credits and/or savings provided by Utilities, Government Agencies (Federal/Local/State/other) as well as other credits, funding or savings such as 179D Energy Efficiency Tax Credit, active federal grant programs, etc. ESCOs may be required to oversee all aspects of these funding sources from identifying the source and applying/requesting, through compliance with funds requirements.

f. ESCOs may be required to provide a broad range of comprehensive energy performance analysis and recommendations in response to specific criteria as detailed in each Task Order Service Request. Each ESCO should be able to provide information related to defined levels of occupant comfort, maintenance, monitoring, training or other services. The overall goal of the Project is to identify and achieve savings sufficient to cover all Program costs, including TELPA payments, payments and fees for maintenance, monitoring, training, and other services.

g. ESCOs may be asked to create a Guaranteed Energy Performance Contract (“**GEPC**”). If the ESCO is asked to create a GEPC, and if the GEPC does not generate the guaranteed level of savings in any given year, the ESCO may be responsible for reimbursing the amount of any shortfall. Program savings will be verified and reconciled on an annual (or otherwise agreed) basis. Achievement of the performance

guarantee will be determined on an annual (or otherwise agreed) basis during the guarantee term, with no provision for the carry-over of "excess savings" if the ESCO exceeds the guaranteed savings level in any year.

h. The ESCO must pay particular attention to the approach and method used for "measured" and "stipulated" categories of savings. Measured categories of savings are those determined through calculations of actual reductions in energy or utility use and measured using the meters and processes specified in the submitted materials. Stipulated categories of savings include items such as avoided maintenance, deferred capital investments, operational savings, or avoided personnel costs that are assumed each year. It is anticipated that stipulated savings will only be used in limited circumstances where a high cost for measurement warrants the use of a stipulated figure.

i. ESCOs will be required to provide performance analysis and services for any/all utility account data to help identify locations where potential energy conservation measures exist.

j. The ESCO must be familiar with ASHRAE level-1 preliminary energy efficiency facility assessments and reports. This includes previous experience with initial site visits, data analysis and findings review with client.

k. ESCOs must be able to provide client driven Investment Grade Audit (IGA) services that include any necessary additional site assessments & existing equipment evaluations, comprehensive cost & savings analysis, report creation and review with client.

Various Other Requirements and Anticipated Scope

a. The ESCOs must be able to provide the PBC, and its clients with all manner of services related to ECMs and energy contracting services. Some examples of those include, but are not limited to:
    - Guaranteed Savings
    - Guaranteed First Cost
    - Transparent Pricing
    - Gain Sharing
    - Standard Measurement and Verification Protocol

b. The ESCOs may be required to work with the PBC, and other Agencies and/or Departments in order to coordinate construction and maintenance activities. ECM installation activities must avoid disruption to the operations of the buildings/assets to the maximum extent possible. If coordination with another department and/or agency is required, the ESCO will be required to work with the PBC to ensure complete compliance with any/all rules, regulations, and requirements.

c. A registered professional engineer, licensed to practice in the State of Illinois must, at a minimum, review and approve any design work for the Program.

d. The PBC will provide its sales tax exemption certification for purchases of equipment, tools, materials, and supplies relating to the Program. Program construction activities, if any, may be exempt from City of Chicago permit fees for demolition, construction, alteration, repair, renovation, rehabilitation, and inspections. However, while Project construction activities may be exempt from fees, the ESCOs must still abide by the City's permitting processes and requirements.

e. The selected ESCOs must provide appropriate training for building personnel in operations and

maintenance of all installed improvements. Maintenance responsibilities shall be detailed in the Proposals submitted for each Task Order. No equipment or other improvements will be installed that would require the hiring of additional personnel unless explicitly agreed to by the Commission.

Additional Contract Requirements

a. Consultant shall prepare strategies to ensure that ECM costs and related schedules can be monitored at regular milestones and throughout the project.

b. Consultant shall attend any/all general meetings requested and be willing and able to provide information necessary to assist the Commission and/or the User Agency.

c. Consultant shall attend Owner/Designer/Bidder/Contractor meetings and present information as requested.

d. Consultant shall be responsible for providing all labor, equipment, material and consumables necessary for the production of the Services.

e. The Commission will not be obligated to any minimum or maximum quantities.

f. All work completed will be subject to inspection and approval by the Commission. Acceptable quality is solely determined by the Commission and Commission Authorized Representative. The Commission reserves the right to reject and refuse acceptance of work, which is not in accordance with the instructions, specifications, drawings, data or quality standards of same. Rejected work shall be at the expense of the Selected Respondent(s).

g. Any work provided by the Commission and/or the Authorized Commission Representatives for use in the performance of the Services involves property rights of the Commission and shall be held as confidential by the Respondent(s).

Schedule A Scope is General – Not Limiting Nor Exhaustive

a. This Schedule A – General Scope of Services, as recited in this Agreement for energy efficiency retrofit program analysis, consulting, and contracting services at various locations on behalf of PBC and its clients, is in NO WAY to be construed as a limitation on the work which may be requested from, and/or performed by, the Consultant on behalf of the Commission and/or for any of its clients provided the Commission has provided express authorization in writing for the requested Services.

SCHEDULE B

COMPENSATION OF CONSULTANT
(Originally Submitted as Schedule A – Anticipated Cost Proposal Schedule)

5. ANTICIPATED COST PROPOSAL SCHEDULE

a) Respondent is to complete Schedule A – Anticipated Cost Proposal Schedule

REVISED SCHEDULE A – ANTICIPATED COST PROPOSAL SCHEDULE FOR ENERGY PERFORMANCE ANALYSIS AND CONTRACTING SERVICES

Revised Anticipated Cost Proposal Schedule for PS3066
Energy Performance Analysis and Contracting Services

Please note:
1. Pricing is required. Please include ALL personnel / services related to this RFP **in addition** to those listed below.

LINE #	DESCRIPTION OF PERSONNEL / SERVICES	Lump Sum Cost	Hourly Rate Cost
1	Energy Engineer	$	$ 122.74
2	Senior Project Manager	$	$ 171.99
3	Project Manager	$	$ 122.74
4	Commissioning Authority	$	$ 150.78
5	Construction Cost Estimating	$	$ 171.99
	NORESCO PERSONNEL / SERVICES		
7	Energy Engineer, Project Manager, Project Developer	$	$ 122.74
8	Energy Engineer 2, Project Manager 2, Project Developer 2	$	$ 137.44
9	Sr. Energy Engineer, Sr. Project Manager, Sr. Project Developer	$	$ 171.99
10	Account Executive	$	$ 137.44
11	Proposal / Project Administrator	$	$ 101.98
12	Commissioning Agent	$	$ 150.78
13	M&V Specialist	$	$ 113.09
14	Managers / Directors	$	$ 224.29
15	Executives / Legal	$	$ 356.96
16			
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26			

Notes:
The Respondent's anticipated rates are for reference and will serve as a guide for Task Order reviews, negotiations, and approvals.

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

ESCOs are to identify any Annual Escalation Factor(s) during the first five (5) year term. ESCOs Escalation Factor(s) are subject to review, negotiation and approval by the PBC Representative: ***NORESCO labor rates are typically escalated by about 3% each year subject to adjustment depending on projected economic conditions.***

The PBC reserves the right to modify, change, revise, and/or amend the above rates in accordance with the Contract Documents

SCHEDULE C

INSURANCE REQUIREMENTS

SCHEDULE C
Insurance Requirements

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

A. INSURANCE TO BE PROVIDED

1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than $1,000,000 each accident, illness or disease

2. Commercial General Liability

Commercial General Liability Insurance or equivalent with limits of not less than $5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission, the Board of Education of the City of Chicago and the City of Chicago, and any other User Agency or Owner must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3. Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, the Board of Education of the City of Chicago and the City of Chicago, and any other User Agency or Owner must be named as Additional Insured on a primary, non-contributory basis.

4. Professional Liability

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

B. ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified coverage. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Commission reserves the right to obtain copies of insurance policies and records from the Consultant and/or its subcontractors at any time upon written request.

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

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

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

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

Any insurance or self-insurance programs maintained by the Commission, the Board of Education of the City of Chicago, the City of Chicago and any other User Agency or Owner do not contribute with insurance provided by the Consultant under the Agreement.

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

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/09/2023

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, LLC.
20 CHURCH STREET, 8TH FLOOR
HARTFORD, CT 06103

CN101479273-NOR-GAWXP-23-24 031423 031428

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: Carrier.certrequest@Marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : AIU Insurance Co	19399
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NORESCO, LLC
ONE RESEARCH DRIVE, SUITE 400C
WESTBOROUGH, MA 01581

COVERAGES **CERTIFICATE NUMBER:** NYC-011541374-02 **REVISION NUMBER:** 13

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			MWZY 316149-23 "$2,000,000 General Aggregate" "Per Location" "$10,000,000 General Aggregate" "Per Policy"	04/01/2023	04/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]			MWTB 316148-23	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			MWZU 316150-23	04/01/2023	04/01/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 4,000,000 $ 4,000,000 $
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 015824894 (CA) WC 015824893 (WI) 'See Acord 101'	04/01/2023 04/01/2023	04/01/2024 04/01/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			MWZZ 316151-23	04/01/2023	04/01/2024	Per Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PBCC RFP PS3066; NORESCO Project No. 202104 - Term: 3/14/23 – 3/14/28.

Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago, and any other User Agency or Owner is/are included as additional insured (except Workers Compensation) when required by written contract and/or agreement. Insurance, when applicable to an additional insured and when specified in a written agreement among the parties, applies on a primary basis with no contribution by the additional insured. Waiver of subrogation is included if required by contract. Regarding notice of cancellation to certificate holder(s), endorsement GL 943 003 0421 (copies attached) applies to auto and general liability policies.

CERTIFICATE HOLDER

Public Building Commission of Chicago
Procurement Department
50 West Washington Room 200
Chicago, IL 60602

APPROVED
JLB
5/16/2023

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

Marsh USA LLC

COI_Noresco_EngPerfSvcs_PS3066B_20240401

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AGENCY CUSTOMER ID: CN101479273
LOC #: Hartford

ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.	**NAMED INSURED** NORESCO, LLC ONE RESEARCH DRIVE, SUITE 400C WESTBOROUGH, MA 01581
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

CONTINUED FROM WORKERS' COMPENSATION:

INSURER: AIU Insurance Company
POLICY NUMBER: WC 015824892
EFFECTIVE DATE: 04/01/2023
EXPIRATION DATE: 04/01/2024
ADDITIONALSTATES COVERED: AL,AR,AZ,CO,CT,DC,DE,FL,GA,HI,IA,ID,IL,IN,KS,KY,LA,MA,MD,ME,MI,MN,MO,MS,MT,NC,NE,NH,NJ,NM, NV,NY,OH,OK,OR,PA,RI,SC,SD,TN,TX,UT,VA,VT,WA,WV,WY

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the Insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the Insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

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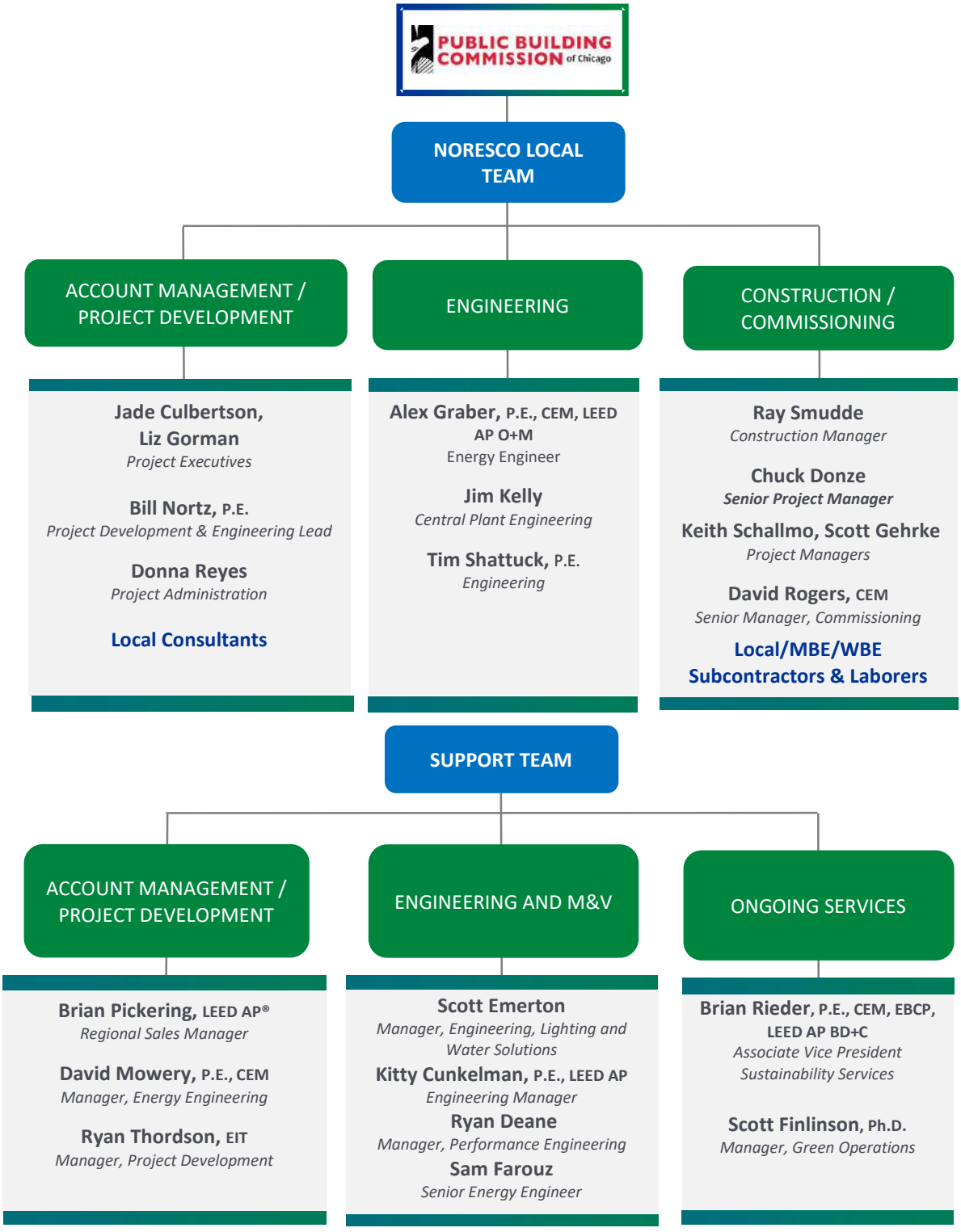
SCHEDULE D

KEY PERSONNEL

Figure 1.1 Public Building Commission of Chicago Organizational Chart



d) Certifications & Licenses

A copy of relevant licenses, qualifications and certifications is provided in Appendix 2.

EXHIBIT A

LEGAL ACTIONS

EXHIBIT A – LEGAL ACTIONS

FIRM NAME NORESCO, LLC

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?	☐	☒
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?	☒	☐
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).		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	☒	☐
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?	☐	☒
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?	☐	☒
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	☐	☒
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)?	☒	☐
Has the firm or venture ever failed to complete any work awarded to it?	☐	☒

EXHIBIT B

DISCLOSURE AFFIDAVIT

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 Pablo Hernandez (Name), as Chief Financial Officer and Vice President, Finance (Title)

and on behalf of NORESCO, LLC
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	NORESCO, LLC		
Address:	One Research Drive, Suite 400C		
City/State/Zip:	Westborough, MA 01581		
Telephone:	(508) 614-1052	**Facsimile:**	
FEIN:	90-0453168	**SSN:**	
Email:	phernandez@noresco.com		

Nature of Transaction:

- ☐ Sale or purchase of land
- ☐ Construction Contract
- ■ Professional Services Agreement
- ☐ 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".

- ☐ Corporation
- ■ Limited Liability Company
- ☐ Partnership
- ☐ Limited Liability Partnership
- ☐ Sole Proprietorship
- ☐ Not-for-profit Corporation
- ☐ Joint Venture
- ☐ Other: _____

EXHIBIT B – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:	Delaware
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:	■ Yes ☐ No
City/State/ZIP:	Des Plaines, IL 60018
Telephone:	847-313-9985

Identify the names of all officers and directors of the business entity.
(Please attach list if necessary.)

Name	Title
Please See Attached List	

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

Name	Address	Ownership Interest Percentage
NORESCO, Inc.	1 Research Drive, Westborough, MA 01581	100 %
		%
		%

LLC's only, indicate Management Type and Name:

■ Member-managed	☐ Manager-managed	**Name:**	NORESCO, Inc.

Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?	■ Yes ☐ No

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.

NORESCO, LLC Directors & Officers List, January 2023

Director/Officer Name	Title
Pablo Hernandez	President, CEO, CFO and Treasurer
Troy Walters	Senior Vice President & Chief Operating Officer
Alex Castro	Senior Vice President
Darcy Immerman	Senior Vice President
Mark Lonkeyvch	Senior Vice President
Jim Williams	Senior Vice President
Doug Sattler	Senior Vice President
Len Busha	Vice President
Matt Devins	Vice President
John Evarts	Vice President
Chris Farren	Vice President
Bob Jurovaty	Vice President
Gopal Shiddapur	Vice President
Jon Spangler	Vice President
Walter Jay Hunston III	Secretary
Jamie Vanaria	Assistant Secretary
Rick Diethorn	Assistant Secretary & Assistant Treasurer
Jen Morales	Assistant Treasurer
*This table lists all key directors and officers, note that additional assistant secretary positions for NORESCO, LLC are not included here for the sake of brevity and clarity.	

EXHIBIT B – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

Additional Disclosure Form - NORESCO, Inc. (Owner of NORESCO, LLC)

State of Incorporation or Organization:	Delaware
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:	☐ Yes ■ No
City/State/ZIP:	Westborough, MA
Telephone:	

Note that NORESCO, Inc. is a holding company and does not have employees or specific business certifications/ licenses.

Identify the names of all officers and directors of the business entity.
(Please attach list if necessary.)

Name	Title
Troy Walters	Director
Pablo Hernandez	Director
Jim Williams	Director
Jay Hunston	Secretary
Jamie Vanaria	Assistant Secretary

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

Name	Address	Ownership Interest Percentage
Carrier Corp.	13995 Pasteur Boulevard Palm Beach Gardens, Florida 33418	100 %
		%
		%

LLC's only, indicate Management Type and Name:

☐ Member-managed	☐ Manager-managed	Name:	Carrier Corp.

Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?	■ Yes ☐ No

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.

EXHIBIT B – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

Additional Disclosure Form - Carrier Corporation (100% owner of NORESCO, Inc.)

State of Incorporation or Organization:	Delaware
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:	■ Yes ☐ No
City/State/ZIP:	Palm Beach Gardens, Florida 33418
Telephone:	+1-561-365-2000

Identify the names of all officers and directors of the business entity.
(Please attach list if necessary.)

Name	Title
Please refer to Carrier's Publicly available 10K/SEC filings	

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

Name	Address	Ownership Interest Percentage
Carrier Global Corp.	13995 Pasteur Boulevard Palm Beach Gardens, Florida 33418	100 %
		%
		%

LLC's only, indicate Management Type and Name:

☐ Member-managed	☐ Manager-managed	**Name:**	Carrier Global Corp.

Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?	■ Yes ☐ No

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.

EXHIBIT B – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

Additional Disclosure Form - Carrier Global Corporation
(ultimate parent company of NORESCO, LLC)

State of Incorporation or Organization:	Delaware
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:	☐ Yes ■ No
City/State/ZIP:	Palm Beach Gardens, Florida 33418
Telephone:	+1-561-365-2000

Note that Carrier Global Corp. is the ultimate parent company of NORESCO, LLC and is generally not used as a contracting entity.

Identify the names of all officers and directors of the business entity.
(Please attach list if necessary.)

Name	Title
Please refer to Carrier's Publicly available 10K/SEC filings	

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

Name	Address	Ownership Interest Percentage
		%
		%
		%

LLC's only, indicate Management Type and Name:

☐ Member-managed	☐ Manager-managed	**Name:**	

Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?	☐ Yes ■ No

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.

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

Pablo Hernandez

Name of Authorized Officer (Print or Type)

Chief Financial Officer and Vice President, Finance

Title

(508) 614-1052

Telephone Number

JAMIE LYNN VANARIA
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 1, 2024

State of Massachusetts
County of Worcester

Signed and sworn to before me on this 27 day of January, 2023 by Pablo Herrandez (Name) as CFO & Vice President (Title) of NORESCO, LLC (Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal

JAMIE LYNN VANARIA
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MARCH 1, 2024

EXHIBIT C

DISCLOSURE OF RETAINTED PARTIES

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 or 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)
John Kelly (All-Circo, Inc.)	670 N. Clark St.	Lobbyist	Estimated $10,000 monthly retainer fee
	4th Floor		
	Chicago, Illinois 60654		

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

The Consultant understands and agrees as follows:

a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Consultant's participation in the contract or other transactions with the Commission.

b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.

c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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

Signature

1/27/2023
Date

Pablo Hernandez
Name (Type or Print)

Chief Financial Officer and Vice President, Finance
Title

Subscribed and sworn to before me

this 27 day of January 2023

Notary Public

JAMIE LYNN VANARIA
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 1, 2024

EXHIBIT D

SPECIAL CONDITIONS REGARDING THE UTILIZATION OF MBE AND WBE FIRMS

EXHIBIT D

Special Conditions Regarding the Utilization Of Minority and Women Owned Business Enterprises for Professional Services

1. **Policy Statement**

   a. **It is the policy of the Public Building Commission of Chicago ("PBC") to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Professional Service Provider must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.**

   b. **The Commission requires the Professional Service Provider also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.**

   c. **The Commission requires the Professional Service Provider to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.**

2. **Aspirational Goals**

   a. **Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to certified MBEs and 5% of the annual dollar value of all Commission Construction Contracts to qualified WBEs.**

   b. **The contract specific goal for MBE/WBE participation is a minimum of 32% MBE/WBE. This goal may be met by participation of a MBE firm, WBE firm, or a combination of both.**

   c. **Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification..**

   d. **Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Professional Service Provider or such other remedy, as the Commission deems appropriate.**

3. **Definitions**

   a. **For purposes of this Special Condition, the following definitions applies:**

      (1) **"Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.**

      (2) **"Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.**

      (3) **"Construction Contract" means a contract for the construction, repair, alteration, renovation or improvement of any building, facility or other structure.**

      (4) **"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform any anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.**

      (5) **"Contractor" means any person or business entity that seeks to enter into a Construction Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.**

      (6) **"Established Business" means a person or entity granted certification by the City of Chicago.**

(7) "Executive Director" means the Executive Director of the Commission or his/her duly designated representative as appointed in writing.

(8) "Good faith efforts" means actions undertaken by a Contractor to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.

(9) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.

(10) "Participating Established Business" means an established business which is eligible to participate in the minority- and women-owned business enterprise program set forth in Section 8 below.

(11) "Professional Service Provider" means any person or business entity that seeks to enter into Professional Service Contract with the Commission and includes all partners affiliates, and joint ventures of such person or entity.

(12) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

4. Determining MBE/WBE Utilization

The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:

a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.

b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same sub-consultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub-consultant may be counted toward only one of the goals, not toward both.

c. A Professional Service Provider may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:

(1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and

(2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.

d. A Professional Service Provider may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.

e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.

f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).

g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

5. Submission of Proposals

a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.

(1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC accepts certification by the City of Chicago, and County of Cook.

(2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.

(3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.

(4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.

b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.

6. Evaluation of Compliance Proposals

a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his / her designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.

c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.

d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii)

the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subcontractor that the supplies will be purchased by.

7. Request for Waiver

a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.

b. Good Faith efforts to achieve participation include but are not limited to:

(1) Attendance at the Pre-bid conference;

(2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.

(3) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;

(4) Advertise the contract opportunity in trade association newsletters, other media, and/or venues oriented toward and minority and woman-oriented;

(5) Timely notification (at least seven (7) days in advance of the bid due date) of specific sub-bid opportunities must be made to MBE and WBE firms and corresponding assistance agencies/ associations;

(6) Provide interested MBE and WBE firms with adequate information regarding the plans, specifications, and contract requirements in a timely manner;

(7) Make efforts to assist interested MBE and WBE firms in obtaining bonding, lines of credit, or insurance;

(8) Make efforts to assist interested MBE and WBE firms in obtaining necessary equipment, supplies, materials, or related assistance/services;

(9) Effectively use the services of the City; minority or women community organizations/assistance groups, and other organizations to provide assistance in the recruitment and placement of MBE and WBE firms.

(10) Negotiate in good faith with interested MBE/WBE firms and provide a description of direct negotiations with MBE and WBE firms for specific sub-bids, including:

i. The name, address and telephone number of MBE and WBE firms contacted;

ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and

iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.

(11) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation;

(12) Decision to reject MBE and WBE firms deemed unqualified must be sound and based on a thorough investigation of firms capabilities. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion;

(13) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.

(14) Must take appropriate, documented steps to follow up initial solicitations with interested MBE and WBE firms.

(15) General efforts made to assist MBE and WBE firms to overcome participation barriers.

c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:

(1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;

(2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

8. Established Business Participation in the MBE and WBE Procurement Program

a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:

(1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4;

(2) For a one-year period starting on the one-year anniversary of the date the business entity became an established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.

(3) For a one-year period starting on the two-year anniversary of the date the business entity became an established business, only 25 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.

b. An Establish Business entity shall not be eligible to participate in the minority- and women-owned business enterprise procurement program starting on the three-year anniversary of the date the business entity became an established business.

9. Failure To Achieve Goals

a. If the Contractor cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the contractor has made such good faith efforts, the performance of other contractors in meeting the goals may be considered. The Executive Director shall consider, at a minimum, the Contractor's efforts to do the following:

(1) Soliciting through reasonable and available means the interest of MBEs or WBEs that provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(3) Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a contractor's failure to meet the goals, as long as such costs are reasonable.

(4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.

(5) Making a portion of the work available to MBE or WBE subcontractors and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the goals.

(6) Making good faith efforts despite the ability or desire of a Contractor to perform the work of a contract with its own organization. A Contractor that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.

(7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.

(8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Contractor.

(9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and

(10) Effectively using the services of the Commission; minority or women community organizations; minority or women contractors' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.

b. In the event the Public Building Commission Procurement Officer determines that the Contractor did not make a good faith effort to achieve the goals, the Contractor may file a Dispute to the Executive Director as provided in the Section on Disputes.

10. Reporting and Record-Keeping Requirements

a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.

b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-contractors.

11. Disqualification of MBE or WBE

a. The Contract may be terminated by the Executive Director upon the disqualification of the Professional Service Provider as an MBE or WBE if the sub-consultants status as an MBE or WBE was a factor in the award and such status was misrepresented by the Professional Service Provider.

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

12. Prohibition On Changes To MBE/WBE Commitments

a. The Professional Service Provider must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE sub-consultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a sub-consultant with the Professional Service Provider's own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Professional Service Provider to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

13. MBE/WBE Substitution Requirements and Procedures

a. Arbitrary changes by the Contractor of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Contractor shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Contractor of

prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:

(1) If needed and in order to sustain the fulfillment of the MBE/WBE contract requirements, the Contractor must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work.

(2) The Contractor's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) unavailability after receipt of reasonable Notice to Proceed; b) failure of performance; c) financial incapacity; d) refusal by the subcontractor to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subcontractor to meet insurance, licensing or bonding requirements; g) the subcontractor's withdrawal of its bid or proposal; or h) decertification of the subcontractor as MBE or WBE.

(3) The Contractor's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Contractor; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

(4) The Contractor's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms, as enumerated above in Section on Submission of Bid Proposals.

(5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) business days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.

(6) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) business days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.

i. The Executive Director will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with MBE/WBE contract requirements.

ii. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

14. Non-Compliance

a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Professional Service Provider's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.

b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

15. Severability

a. If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any count, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

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SCHEDULE B

Joint Venture Affidavit (1 of 3)

This form is not required if all joint venturers are MBE/Non-MBE or WBE/Non-WBE *firms. In such case, however, a written joint venture agreement among the* MBE/Non-MBE or WBE/Non-WBE *firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.*

A. Name of joint venture _____

B. Address of joint venture _____

_____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

_____

_____

1. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

_____

_____

_____

2. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

_____

_____

_____

E. Nature of joint venture's business

_____

_____

F. Provide a copy of the joint venture agreement.

G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? _____%

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

3. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

_____

_____

4. Describe any loan agreements between joint venturers, and identify the terms thereof.

_____

_____

I. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

1. Financial decisions _____

2. Management decisions such as:

a. Estimating _____

b. Marketing and Sales _____

c. Hiring and firing of management personnel _____

d. Other _____

3. Purchasing of major items or supplies _____

4. Supervision of field operations _____

5. Supervision of office personnel _____

6. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

_____

_____

7. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.

_____

_____

J. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

_____

_____

SCHEDULE B
Joint Venture Affidavit (3 of 3)

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the Prime if the joint venture is a subcontractor.

_____	_____
Name of Joint Venturer	**Name of Joint Venturer**
_____	_____
Signature	**Signature**
_____	_____
Name	**Name**
_____	_____
Title	**Title**
_____	_____
Date	**Date**
State of _____County of_____	**State of _____ County of_____**
On this _____day of _____, 20___	**On this ____ day of _____, 20_____**
before me appeared (Name)	**before me appeared (Name)**
_____,	_____,
to me personally known, who, being duly sworn,	**to me personally known, who, being duly sworn,**
did execute the foregoing affidavit, and did state	**did execute the foregoing affidavit, and did state**
that he or she was properly authorized by	**that he or she was properly authorized by**
(Name of Joint Venture)	**(Name of Joint Venture)**
_____	_____
to execute the affidavit and did so as his or her	**to execute the affidavit and did so as his or her**
free act and deed.	**free act and deed.**
_____	_____
Notary Public	**Notary Public**
Commission expires:	**Commission expires:**
(SEAL)	**(SEAL)**

SCHEDULE C

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

Name of Project: _____

Project Number: _____

FROM:

_____ **MBE** _____ **WBE** _____
(Name of MBE or WBE)

TO:

_____ **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** _____ **a Corporation**
_____ **a Partnership** _____ **a Joint Venture**

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

SCHEDULE C

Letter of Intent from MBE/WBE (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:

_____

_____

_____

_____

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

SUB-SUBCONTRACTING LEVELS

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

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

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

The Undersigned (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:

_____ _____

Name of MBE/WBE Firm (Print) **Signature**

_____ _____

Date **Name (Print)**

_____

Phone

IF APPLICABLE:
BY:

_____ _____

Joint Venture Partner (Print) **Signature**

_____ _____

Date **Name (Print)**

_____ **MBE ____ WBE ____ Non-MBE/WBE ___**

Phone

SCHEDULE D

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

Name of Project: All Projects Assigned

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

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

SENIOR VICE PRESIDENT & GENERAL MANAGER
Title and duly authorized representative of

Noresco, LLC
Name of Professional Service Provider whose address is
2800 SOUTH RIVER ROAD, SUITE 400C, DES PLAINES, ILLINOIS 60018

in the City of DES PLAINES, 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
TBD	All work under this Agreement	$ TBD	$ TBD
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
	Total Net MBE/WBE Credit	$ TBD	$ TBD
	Percent of Total Base Bid	TBD %	TBD %

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:

NORESCO, LLC
Name of Contractor (Print)

4/13/2023
Date

404-805-6726
Phone

Signature

JAMES A. WILLIAMS
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ___