

PUBLIC BUILDING COMMISSION OF CHICAGO

Request for Proposal Property Management Services at the Richard J. Daley Center

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

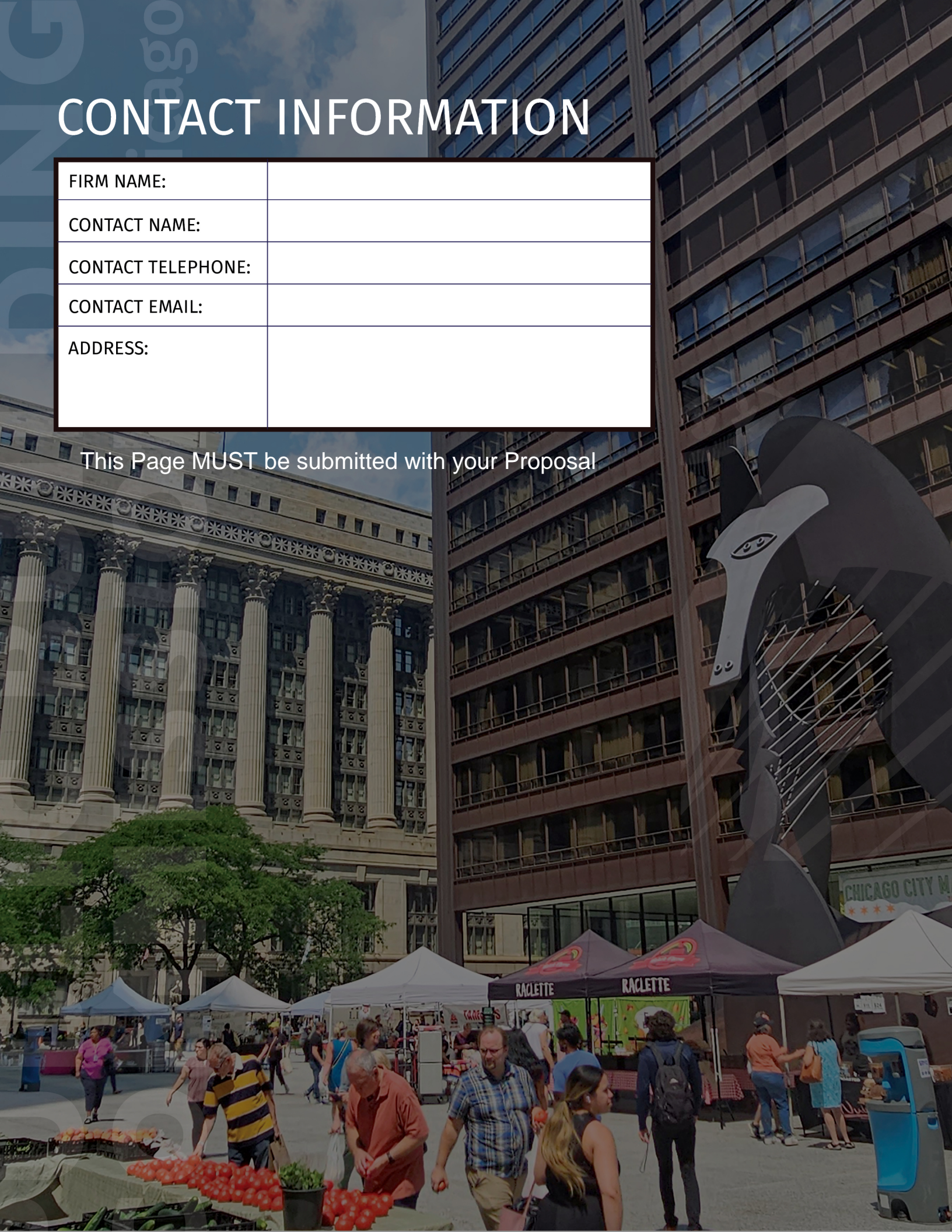
Brandon Johnson
Chairman

Carina E. Sánchez
Executive Director

CONTACT INFORMATION

FIRM NAME:	
CONTACT NAME:	
CONTACT TELEPHONE:	
CONTACT EMAIL:	
ADDRESS:	

This Page MUST be submitted with your Proposal



SUBMISSION CHECKLIST

Please review submission and ascertain that all applicable forms are complete and additional required documentation is attached. The submission must be signed by an Authorized Representative of the firm.

TAB 1 <i>Introductory Information</i>	
	Cover Letter – Signed by Authorized Representative
	Table of Contents
	Executive Summary
TAB 2 <i>Qualifications and Experience of the Respondent</i>	
	Qualifications and Experience of Respondent
	Exhibit 5 – Project Matrix
	Exhibit 6 – References
TAB 3 <i>Qualifications and Experience of Key Personnel</i>	
	Qualifications and Experience of Key Personnel
	Staff Organization Chart
	Key Personnel Resumes
TAB 4 <i>Implementation Plan</i>	
	Implementation Plan
	Implementation Team Chart
TAB 5 <i>MBE / WBE Participation Plan and Commitment</i>	
	Schedule C
	Schedule D
	Exhibit 7 – MBE/WBE Experience
TAB 6 <i>Cost Proposal Summary</i>	
	Exhibit 1 – Cost Proposal Summary
TAB 7 <i>Financial Qualifications and Experience (Submitted Separately)</i>	
	Audited/unaudited financial statements for the last three (3) years
	Proof of Insurability
TAB 8 <i>Attachments and Exhibits</i>	
	Attachment A – Disclosure Affidavit
	Attachment B – Legal Actions
	Attachment E – Disclosure of Retained Parties

TABLE OF CONTENTS

<u>SECTIONS</u>	<u>TITLE</u>	<u>PAGE</u>
I.	KEY INFORMATION ABOUT THIS RFP)
II.	DEFINITIONS	+
III.	SCOPE OF SERVICES	,
IV.	INSTRUCTIONS FOR PREPARING AND SUBMITTING SUBMISSIONS	&*
V.	EVALUATION CRITERIA	3%
	ATTACHMENT A - DISCLOSURE AFFIDAVIT	3'
	ATTACHMENT B - LEGAL ACTIONS	4%
	ATTACHMENT C - SPECIAL CONDITIONS REGARDING THE UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES	43
	ATTACHMENT D - INSURANCE REQUIREMENTS	62
	ATTACHMENT E - DISCLOSURE OF RETAINED PARTIES	**** *
	ATTACHMENT F - SAMPLE FORM OF AGREEMENT	* -
	EXHIBIT 1 - COST PROPOSAL SUMMARY	**** -)
	EXHIBIT 2 - PROPERTY DESCRIPTION	- *
	EXHIBIT 3 - LANDMARKS ORDINANCE	--
	EXHIBIT 4 - 2023 OPERATING AND CAPITAL BUDGET	%,
	EXHIBIT 5 - PROJECT MATRIX	206
	EXHIBIT 6 - PROJECT REFERENCES	208
	EXHIBIT 7 - MBE/WBE REFERENCES	211

I. KEY INFORMATION ABOUT THIS RFP

1. **RFP CONTACT:** The RFP Contact, identified below, is the **sole** point of contact regarding the RFP from the date of issuance until selection of the successful Property Manager.

Contract Officer

James L. Borkman

Director of Procurement

Public Building Commission of Chicago

50 West Washington, Room 200

Chicago, Illinois 60602

Phone: (312) 744-9259

james.borkman@cityofchicago.org

2. **RFP AVAILABILITY:** RFP Documents are available for download from the Public Building Commission of Chicago's website under Current Opportunities Tab at: www.pbcchicago.com.

Any addenda that are issued will be posted to the above listed website. The Respondent shall acknowledge any addenda that are issued in the Cover Letter.

The Commission will not be liable for a Consultant's failure to obtain or download any addenda issued for a Request for Proposal.

3. **QUESTIONS:** Questions and requests for Information may be sent to Public Building Commission of Chicago, Attn: James L. Borkman, Contract Officer by email at james.borkman@cityofchicago.org. Questions must be submitted before Friday, September 1, 2023 at 3:00pm.

4. **SUBMISSION DEADLINE AND PROCUREMENT TIMETABLE:** The following dates are set forth for informational and planning purposes; however, the Public Building Commission reserves the right to change the dates. Notice of any changes will be provided via addendum.

Issue RFP.....Tuesday, August 1, 2023

Pre-Submittal Conference, RJDC PBC Board Room.....12:30pm, Thursday, August 31, 2023

Richard J. Daley Site Visit.....1:00pm, Thursday, August 31, 2023

Questions Deadline.....3:00pm, Friday, September 1, 2023

Due Date and Time for Submissions.....Thursday, September 14, 2023, **at 11:00 AM CST**

Oral Presentations/Interviews (tentative).....September 25-27, 2023

PBC Board Meeting (tentative).....October 2023

5. **SUBMISSION OF DOCUMENTS:**

Submit one (1) complete copy of all required documents (other than financial documents which must be submitted separately), tabbed and ordered as requested by this Request for Proposal, in a single searchable .pdf via email to: james.borkman@cityofchicago.org.

If your electronic submission is larger than 25mb, please provide access to your submission via Dropbox or another secure program/link.

If you are unable to submit your proposal electronically, please provide a written request for alternate submission. Please detail the reasons you are unable to provide an electronic response. The Commission reserves the right to request more information. The Commission's decision to allow an alternative submission will be binding.

Submittals received prior to the Submission Deadline will be securely kept by the Commission.

6. **RIGHT TO CANCEL:** The PBC reserves the right to cancel this procurement process whenever the best interest of the PBC is served. The PBC shall not be liable for costs incurred by Consultants associated with this procurement process.
7. **CONFIDENTIALITY:** Respondent may designate those portions of the Proposal, which contain trade secrets or other information the Proposer deems as proprietary or privileged (including financial information) as confidential. If a Respondent includes data that is not to be disclosed to the public for any purpose or used by the PBC except for evaluation purposes, the Respondent must clearly demarcate the bottom of each page containing confidential information as "CONFIDENTIAL."
8. **FALSE STATEMENTS:** Any false statement(s) made by the Respondent will void the response and eliminate the Respondent from further consideration.
9. **MBE/WBE CERTIFICATION:** The PBC only issues credit for Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by the City of Chicago and Cook County. However, if a firm is MBE or WBE certified by another agency, please include such information as applicable.
10. **TERMINOLOGY:** Any reference throughout this document referring to Bidder, Consultant, Proposer, or any variation thereof expressly means Respondent.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

II. DEFINITIONS

SECTION 2.1 Definitions

Throughout this RFP these terms have the following meanings:

"PBC" or "Commission" means the Public Building Commission of Chicago.

"Agreement" means the contract for Property Management Services at the Richard J. Daley Center that is to be entered into between the PBC and the selected Respondent pursuant to this RFP.

"Authorized Commission Representative" means one or more persons designated in writing by the Executive Director for the purposes of assisting the PBC. As specifically directed by the PBC, the Authorized Commission Representative will act on behalf of the PBC.

"Include." Whenever the term "include" (in any of its forms) is used, it means "include, without limitation."

"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.

"Respondent" means the firm(s), individual(s), corporation(s), partnership(s) and joint venture(s) that submit responses pursuant to this RFP.

"RFP" means this Request for Proposals, including all Exhibits and Addenda.

"Selected Respondent" or "Consultant" or "Property Manager" means the individual, partnership, corporation, or joint venture the PBC selects for award of a contract pursuant to the RFP.

"Services" means all the tasks for which the PBC engages the Selected Respondent.

"Sub-consultant" or "Sub-contractor" means individual(s), partnership(s), corporation(s), or joint venture(s) that the Respondent engages to provide specialized services required by the Agreement.

"Submittal" means all materials submitted in response to this RFP.

SECTION 2.2 Interpretations

- I. Any headings in this RFP are for convenience of reference only and do not define, limit, control or affect the meaning of the RFP's provisions. In this RFP, unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this RFP refer to this RFP. All section references, unless otherwise expressly indicated, are to sections of this RFP. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words indicating the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions of this RFP and such documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this RFP.
- II. Unless a contrary meaning is specifically noted elsewhere, the words "as required," "as directed," "as permitted" and similar words used in the RFP mean that requirements, directions of and permission of the Executive Director are intended; similarly, the words "approved," "acceptable," "satisfactory" or words of like import mean "approved by," "acceptable to" or "satisfactory to" the Executive Director. Words such as "necessary," "proper" or words of like import mean that the Services must be performed in a manner or be of character which is "necessary" or "proper" in the sole opinion of the Commission.
- III. Unless a contrary meaning is specifically noted elsewhere, the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory" or words of like effect and import used in the RFP means reasonable, suitable, acceptable, proper, or satisfactory in the sole judgment of the Commission.

III. SCOPE OF SERVICES

SECTION 3.1 INTRODUCTION

The Public Building Commission of Chicago (“PBC”) invites qualified firms to submit a proposal to provide cost effective and high-quality property management services at the Richard J. Daley Center located at 50 West Washington Street, Chicago, Illinois 60602. The Richard J. Daley Center (“Property”) is occupied by Cook County Courts system, Cook County Sheriff, States Attorney of Cook County, Cook County Office of the Comptroller, Illinois Liquor Control Commission, Illinois Workers Compensation Commission, and PBC as government occupants along with retail rental space and common and public uses.

The Property includes a 648-foot (198m), thirty-story building containing a total of 1,465,723 square feet located on approximately 122,700 square feet of land. The Property includes the land, site improvements, the plaza, the Picasso sculpture, and has multiple lower levels, tunnels, commercial spaces (including a currently vacant retail space on the Concourse Level), and a garage. For more details on the Property, refer to **EXHIBIT 2, Property Description**.

SECTION 3.2 PROPERTY OFFICE

The Property Manager will maintain an office on the 12th Floor which will be designated and known as the “Office of the Building”. The Property Manager will retain for the Property at all times, a building manager acceptable to, and approved by the Commission, who is in charge of such office and available to perform the duties of the Property Manager.

I. Inventory

The Property Manager will establish inventory controls and will keep files of warranties and guaranties of all such property equipment, including any specialty devices and equipment “AED” (e.g., operations and maintenance manuals, logs, licenses, repair history and cost, etc.). The Property Manager will update the Inventory when a change occurs and will provide a description of any such changes in the Monthly Report.

II. File Inventory

The Property Manager will establish procedures and controls to ensure that all of the documents shown on the File Inventory are maintained by the Property Manager in a safe manner in a designated office at the Property. In addition, the Property Manager must maintain key control and inventory.

SECTION 3.3 OPERATIONS AND MAINTENANCE

I. Maintenance and Capital Improvement of the Property

The Property Manager will manage, maintain, and operate the Property.

The Richard J. Daley Center has public art on the plaza known as the Picasso. The Property Manager will be responsible for cleaning and general maintenance of this statue. All services conducted will be administered under the yearly capital budget.

The Property Manager will systematically inspect the Property, including electromechanical spaces, garages, plaza, basements, all ingress and egress points, and other locations as needed. Additionally, the Property Manager must provide Monthly Reports and attend meetings as requested by the Commission.

The Property Manager will continuously review the need for capital improvements to the Property and make recommendations regarding those improvements to the Commission in the Monthly Report. Upon authorization, the Property Manager will obtain bids and enter into contracts to execute the capital improvements and will manage and coordinate the work required to affect any such capital improvement, in conjunction with the Commission.

The Property Manager must provide and maintain an approved Management Manual for the Property.

The Property Manager will maintain or improve the Property's Leadership in Energy and Environmental Design ("LEED") certification/designation and provide certified property management experience with LEED accreditation.

The Property Manager will schedule and must notify the Property occupants and other agencies, firms, or visitors, of all tests, repairs, replacement, and downtime of critical Property systems as appropriate. The Property Manager will monitor all tests, repairs, replacement, and downtime of Property systems, and have a plan that is acceptable to the Commission for restoration of Services in the event that the Property systems cannot be restored as per schedule.

A. Custodial Services

The selected Property Manager will provide Custodial Services as further described below to ensure that civilians and employees are in a clean and fully supplied environment at all times.

The Daley Center has occurrences of peak occupancy and off-peak occupancy throughout a 24-hour period. Peak occupancy times generally occur between the hours of 8:00 a.m. and 5:00 p.m. but these hours will vary based on published schedules and irregular operations. The selected Property Manager must adjust custodial hours as occupancy times fluctuate in order to achieve the performance requirement. The selected Property Manager must schedule daily/weekly/yearly custodial services during off-peak hours and only perform required hourly and continuous tasks during peak occupancy times.

Custodial services must include:

1. Continuous custodial services and monitoring during times of high occupancy
2. Washing of outside windows four times a year for the duration of the contract (cleaner must be approved by the Commission and adhere to all airside requirements)
3. Frequent (keeping areas/surfaces free from dirt, debris, stains, and trash/recycling removal at all times) cleaning of interior and exterior surfaces such as interior and exterior glass, metal finishes, floors, sidewalks, foreign objects and debris (FOD), removal/cleaning of ramp area sidewalk along building, and any other structural cleaning which the Commission deems necessary or desirable
4. Exterior walkway snow removal and the application of snow melt from upper and lower-level sidewalks, median walkways, stairwells, and the Plaza area
5. Connecting covered walkway ("Pedway")
6. Supply of all consumable goods such as toilet paper, paper towels, hand soap, hand sanitizers and all corresponding dispensers, cleaning supplies, soaps, and towels. Commission reserves the right to set product standards, and to be informed in advance to review and approve product and dispenser changes.
7. Refuse handling, to include the removal of refuse for the entire building, including trash, garbage, and other waste. It must be properly disposed of at a centrally located dumpsite designated by the Commission. All recyclable refuse such as aluminum cans, plastic bottles, newsprint, office paper, etc. must be put in designated recycling waste receptacles and routed to exterior recycling and dumpsters. All such handling must be done in a neat, safe, sanitary, and environmentally sound manner, and in accordance with all applicable laws, ordinances, and Commission/City rules, regulations, policies, and procedures.
8. Maintenance of all exterior trees, green plants, artificial landscaping, and blooming flowers by a professional landscaping contractor as included in an approved submitted Landscape Plan
9. Pest control services throughout the Daley Center building. The providers of these pest control services must be properly certified and/or licensed as required by law and provide monthly reports of findings and rectification results to the Commission. The certified contractor must monitor and exterminate rodents, roaches, ants, and various other pests for the Commission as well as provide technical support and identifying repairs necessary to mitigate pest entry

and harborage. The contractor must take all necessary precautions to prevent injury to the public and property while service is being performed. Rodenticides are not permitted within the building; only mechanical means will be employed to abate pests.

10. Furnish women's personal hygiene service in all women's restrooms throughout the Property. Service must include maintaining, cleaning, deodorizing, refilling, and professional removal, and disposal.
11. Cleaning of all art exhibits and supporting infrastructure used to display and light the exhibits in a way to ensure art is not damaged
12. Inspect, clean spills, and empty trash on the loading docks
13. Clean escalator treads and risers and elevators. Each piece of equipment will be cleaned quarterly or as needed and scheduled by Commission. This schedule is subject to change at Commission's request. In addition, clean interior, and exterior of elevators
14. Inspect, clean, and maintain all water fountains, audio, electoral, and other plaza features.

Performance and Daily Reporting Requirement:

Standard of cleanliness and quality of workmanship must be acceptable to the Commission. Without limiting the foregoing, all areas must be free of debris, soil and stains at all times and response to facility emergencies will be immediate. All materials will be fully stocked, and work will be performed in an expeditious and professional manner.

The selected Property Manager must report status and condition of Property on a daily basis via email identifying problems and corrective actions to Authorized Commission's Representative.

B. Maintenance and Engineering Services

These Services will be performed for/upon all building systems and equipment including, but not limited to, the following:

1. Day-to-day maintenance and engineering, to include routine maintenance, repairs and replacement of worn/damaged systems and equipment components, when such damage could be reasonably anticipated for Facilities of this type
2. Equipment monitoring, diagnostics and functionality/repair status reporting for all the building systems, including those located on the plaza, and providing a monthly report of maintenance, repair, and replacements, as well as frequencies and trends analyses to the Commission
3. Identification of, and rapid response to, emergency maintenance and repair requirements per manufacturer's specifications as they emerge. Selected Property Manager may also be directed by Department personnel to respond to emergency maintenance situations and make immediate repairs.
4. Operation of a "Preventative Maintenance Program", which schedules planned maintenance actions (designed to prolong system/equipment life and ensure their proper working order). Selected Property Manager must document and prepare reports to confirm the operational status of such systems/equipment and maintenance actions performed (and/or scheduled to be performed) upon them. The scheduled task must meet manufacturer's recommendations and/or industry standards for said equipment of system.
5. Provide for holiday decoration services including obtaining a contractor who will provide the materials, labor, tools, equipment, traffic control and all other items necessary to install, takedown, store, refurbish, replace and fabricate various different types of seasonal decorations for the Commission. A seasonal decorations plan must be submitted and approved by the Commission prior to installation.
6. Selected Property Manager will provide skilled trades, personnel, and equipment as required and necessary to complete the installation, maintenance, and removal of designated art exhibits and normal tenant requests

7. Coordination of all access and data requests from utility companies servicing the property
8. Coordination of all electrical power supply, distribution, and compliance with the Commission's designated electrical provider (ComEd). The electrical provider is responsible for electrical power delivery; while the selected Property manager will be responsible for care and maintenance of the infrastructure that distributes electrical power throughout the property, electrical safety, compliance with standards and codes, and associated engineering services, as required, ensuring the proper operation of the property at all times. The selected Property Manager will supply diesel fuel for the electrical generator located in the Mechanical room.
9. Coordination of all Heating, Ventilation, and Air Conditioning (HVAC) operations and maintenance matters with the Commission Heating and Refrigeration equipment, operated by the Commission Facilities section.
 - a. **Engineering & Maintenance to include, but not limited to:**
 - General Service
 - b. **Electrical, Mechanical & Plumbing to include, but not be limited to:**
 - HVAC
 - Air handling units
 - Fans
 - Heating Units gas and electric
 - Piping Systems
 - Pipe insulation
 - Indoor air quality testing
 - Pumps
 - Reheat coils
 - Exhaust system
 - Unit heaters
 - VAV systems
 - Water quality testing: potable and nonpotable
 - Smoke detectors, Fire detectors and alarm devices
 - Fire extinguishers
 - Fin tube radiation
 - Filters
 - Chillers
 - Cooling Systems/Coils
 - Air Compressors
 - All HVAC controls & equipment Pneumatic Controls & Equipment
 - Steam pipes feeding other buildings
 - Building Automation System.

ELECTRICAL

- Signage (maintenance)
- General and emergency lighting
- Interior and exterior lighting fixtures in and on grounds
- Building service and distribution
- Emergency stand-by generators, associated equipment, and fuel
- Motors and Controllers
- Power and Lighting Panels
- Transformers
- VFD drives
- UPS systems
- Flag lighting
- Art displays
- Testing of systems daily or weekly as required

PLUMBING

- Domestic water piping/pumps
- Drinking fountains
- Water fountain maintenance (Plaza)
- Potable water (drinking water) testing
- Test and Service Back Flow Devices & Equipment
- Fire protection system and equipment
- Fire suppression systems
- Fire Pumps & Controllers
- Diesel Fire Pump
- Floor, area drains & Basins
- Plumbing fixtures & sensors
- Pumps (water, sewage, storm water)
- Sanitary sewer, vent piping and drains
- Water heaters
- RPZ Backflow Preventers annual certification

c. General Maintenance in the areas of responsibility to include, but not be limited to:

- Acoustic ceiling tiles
- Carpet
- Terrazzo – maintenance and repair
- Dock levelers

- Interior & Exterior Doors and Hardware (Including all doors with an access control system)
 - Door re-keying, locks doorknobs/handles, inventory-controlled management, hardware
 - Flooring and tiles
 - Ramp Barriers
 - Glass and glazing
 - Metals (interior and exterior)
 - Roofing/decking
 - Elevator, escalator and installation of safety devices and upgrades
 - Railings and handrails
 - Restroom equipment and fixtures
 - Roof (inspections and minor repair)
 - Safety treads on steps
 - Interior painting
 - Drywall; all surfaces
 - Carpentry
 - Maintenance and replacement of existing signage
 - Installation of new signage
 - Furniture
 - Privacy walls located at the Lobby security checkpoint
 - Fire alarm system maintenance and upgrades
 - Fire extinguishers – annual certification and other tests/certifications as required
 - Minor structural/concrete repair
 - All holiday decorations
 - Special events
 - Exhibit maintenance
 - Exterior landscaping
 - Trash removal on and around Plaza
 - Vestibule ped-mats & seasonal floor mats
- d. **Elevator/Escalator:** Maintenance includes but is not limited to full coverage preventative maintenance, routine work, preventative maintenance repairs, call-back service, emergency service, routine and periodic tests, inspection, and cleaning. The selected Property Manager will be fully responsible for the preventative maintenance as specified herein for elevators, escalators and moving walkways and shall be required to continually keep the equipment in compliance applicable governing authority's local laws including maintaining any/all licenses.

- e. **Computerized Maintenance Management System:** In-out data, utilize, maintain, and operate a fully automated computerized maintenance system to track, manage and benchmark the performance of all provided services, and to provide comprehensive preventative maintenance, work orders, and inventory control. The selected Property Manager is responsible for updating the current Computerized Maintenance Management System software to the most recent version throughout the contract and for integrating/transitioning the current Computerized Maintenance Management System to any future system(s).
- f. The selected Property Manager will provide information and attend all meetings as requested.
- g. The selected Property Manager will develop an infrastructure and equipment assessment within the first quarter under contract. The assessment will assist with prioritizing facility improvement and equipment repair/replacement projects. The assessment will be updated annually. This annual assessment will be provided to the Commission's Authorized Representative.

C. Performance Requirement:

The selected Property Manager will respond within ten (10) minutes for on-site staff of notification of a problem/deficiency and within two (2) hours for offsite staff (e.g., subcontractors) of notification of a problem/deficiency. If the problem/deficiency cannot be resolved immediately, the selected Property Manager will notify the Commission and repair and/or replace within twenty-four hours. If the deficiency is rare or unique or requires Commission approval as set forth in Section 3a. below, the selected Property Manager will provide an acceptable plan and timeline to correct the deficiency.

In the event there is either an unauthorized disruption of services solely caused by acts and/or omissions of the selected Property Manager or, the selected Property Manager fails to provide services that meet the quality standards provided for herein, the Commission, at its discretion, may substitute or remove key personnel and may require the selected Property Manager to submit to the Commission for approval an action plan outlining the steps it will take in the future to prevent such service issues from arising.

D. Additional Services

1. **Facility Improvement and Equipment Repair/Replacement Expense.** The selected Property Manager may be asked to provide services for facility improvements and equipment repairs and replacements. The Commission reserves the right to direct the selected Property Manager to perform, or the selected Property Manager may submit a proposal to the Commission that it perform, one or more of these services. If so, directed by the Commission, or if the Commission approves the selected Property Manager's request, the selected Property Manager will perform the services without the need for a written amendment to this Agreement using a competitive bid process. A written amendment will be required where performance of a service would require an increase in authorized funding and/or an extension of time or would be outside the Scope of Services described in Exhibit 1. Facility improvement and equipment repair and replacement services totaling \$100,000 or less will require a Commission approved field order. Facility improvement and equipment repair and replacement services totaling more than \$100,000 will require a fully executed Commission approved work order.
2. **Customer Service Representatives.** At the discretion of the Commission, the selected Property Manager may be tasked with establishing and operating a Customer Representative program. The Customer Representative program consists of a staff of multilingual personnel available 5 days per week during peak operations who are capable of assisting civilians.
3. **Feminine Hygiene Disposal Systems / Diaper and Napkin Dispensers.** The selected Property Manager will, if directed by the Commission to initiate this service, use a competitive bid process for the supervision, labor, parts, equipment, materials, supplies, tools, transportation and incidental goods and services necessary to maintain and service Feminine Hygiene Disposal Systems / Diaper and Napkin Dispensers in all women's restrooms.

4. Scheduler/Events Coordinator. The selected Property Manager may be tasked with providing a Scheduler which will be responsible for scheduling all events for the plaza and inside the Richard J. Daley Center, providing accurate and timely information regarding all applications for use of any part of the building, plaza, or property, and must keep an up-to-date calendar of events accessible to the Commission's Authorized Representative at all times.

II. Property Occupants

The Property Manager must establish and maintain business relations with the occupants of the Property. The Property Manager must employ a system to receive, log and discharge requests, complaints, and comments from occupants. The Property Manager must provide the Commission with copies of the logs in the Monthly Report. The Property Manager must immediately advise the Commission of all complaints or incidents. The Property Manager will immediately respond to, investigate, and report to the Commission its finding on such complaints or incidents, along with the Property Manager's recommendations regarding the handling of the complaint or incident.

A. Rules, Regulations, Notices – Communication

The Property Manager will make all Property occupants aware of the rules, regulations and notices regarding the Property issued by the Property Manager or the Commission and will periodically review those with the occupants. The Property Manager will make diligent and continuing efforts to obtain complete compliance by all occupants of the Property with all rules and regulations promulgated by the Commission.

B. Move-in, Move-Out – Coordination

The Property Manager must supervise the moving in and moving out of all occupants and arrange and schedule moves to minimize the disruption of the operation of the Property and avoid any inconvenience to Property occupants. The Property Manager must inspect any property vacated and immediately report to the Commission its assessment of the condition of such property along with its recommendation of the disposition of any security deposit held as security for performance under any lease with respect to the vacated premises.

C. Miscellaneous Repairs and Maintenance – Tenants

The Property Manager must, to the extent permitted by the operating budget, perform for and provide to Property occupants (other than commercial tenants) any miscellaneous repair and maintenance services reasonably requested by such occupants from time to time. Ordinary Repairs required in and around the Property are not part of construction work and the Property Manager will oversee and supervise all such Repairs without additional compensation.

The Property Manager must perform for and provide to commercial tenants, at the expense of such commercial tenants, miscellaneous repairs and maintenance services as reasonably requested at rates customarily charged in other downtown Chicago commercial/retail buildings.

III. Public Safety and Emergency Preparedness

A. Security Services

The decision to provide, alter, continue, or terminate security or security services for the Property and the scope thereof, if any, is solely that of the Commission. The Property Manager must consult the Commission concerning security or security services and must assist in the effectuation of such policies concerning security and security services as may be adopted by the Commission.

1. On-Site Security Officers

Security services for the Daley Center include the protection of all physical contents within the site's entire property boundaries, including the Plaza, lots, and open or fenced-off areas, and will also include:

- a. The prevention and detection of intrusion, unlawful entry, theft, vandalism, abuse, fire, placing of illicit hazardous material, or trespassing

- b. The prevention, observation, or detection of any unauthorized activity
- c. The protection of all persons on site
- d. The prevention of the misappropriation or concealment of illegal goods
- e. Monitoring of vehicles and pedestrian traffic (restricting access to only authorized vehicles and personnel when stationed at a gate entranceway or secured area; or, while positioned at a fixed-point position), perform "monitoring" in the sense of reacting if suspicious behavior or unusual vehicular activity warrants some investigation on the part of the security officer
- f. Performing foot patrols, when applicable, of the Property's hallways and stairways on all floors, and basements, when necessary, as well as regularly patrolling the exterior Property boundaries, electromechanical spaces, plaza, garages, and other areas as required
- g. The prompt reporting to the Chicago Police Department, Cook County Sheriff, or any other appropriate law enforcement agency of any criminal or illicit activity
- h. The accurate documentation of all incidents
- i. Prompt reporting to the Authorized Commission Representative(s) by telephone, as soon as is practical, when an injury to a person or damage to property occurs on property
- j. Provide a reporting system for security guards rounds

2. On-Site Supervisors

All Supervisors assigned must have at least four (4) years of supervising experience. Supervising experience must have been derived from contracts requiring not less than 4,000 man-hours per month of security officer service.

Preferably, on-site Supervisors will have served at least two (2) years in the military and have been honorably discharged, or have served for two (2) years as a law enforcement officer, or have completed at least thirty (30) credit hours towards an Associate's Degree in Criminal Justice or, have a Degree in Business Management.

The Supervisor must develop and maintain familiarity with the site operations, develop consistent operational efficiency, and facilitate unity between all security officers. The supervisor must be responsible for the full implementation of patrols, "fixed point monitoring", accurate reporting, and on-site training programs.

3. Fixed Point Monitoring

The Daley Center requires a security officer to remain stationary or "fixed" at one station throughout a shift. Fixed point monitoring will require a security officer to sit behind a desk to guard an entranceway into the building. A fixed-point guard cannot leave their position to patrol the building.

Fixed point monitoring also involves constant surveillance of a security camera monitor room (manned control room) with multiple screens and camera stations. The Respondent shall staff, monitor, and operate a facility Manned Control Room that will display all cameras, provide live access to customer assistance intercoms, and operate a real-time paging audio system.

Unless it is otherwise approved by the Commission for the stationary officer to execute an "occasional tour" (i.e., foot patrol) the security officer must remain fixed at the assigned station throughout his shift.

4. Subcontracted Services

The Property Manager must, if applicable, furnish the names of all subcontractors it is planning to use for security officer services. All subcontracted security personnel must comply with the

qualifications which are required by the Property Manager's security personnel.

5. Uniforms and Equipment

The Property Manager will be responsible for providing, cleaning, and maintaining all security officers' uniforms. Each security officer must be provided with sufficient quantities of each uniform item to ensure that at least one whole uniform set is clean and available at all times. "Standard Uniforms" issued include:

- Shirts (white collared with long/short sleeves)
- Nameplates/Security Badge
- Long pants
- Belts
- Shoes (Black)
- Outdoor/inclement weather attire
- Communications Equipment

Unless otherwise directed, all officers must be outfitted with a radio-head-set and mouthpiece in order to minimize extraneous noise interference. The Property Manager must obtain approval regarding the type of radio system to be utilized at specific sites.

6. Computerized Guard Tour Systems

The Daley Center requires a computerized guard tour system to be provided and installed by the Property Manager.

The computerized system must be capable of recording data at designated locations within a site, each time a security guard swipes-in on a wall-mounted data recorder unit (a swipe "station") by using a hand-held computer data transmitter unit. The swipe-in and other relevant information will be collected by each data recorder located throughout a site, as the security officer makes his inspection tour, or patrol "rounds." The system must be able to generate reports as may be required to record events for sixty (60) days.

NOTE: All communication radio systems and all components of the computerized guard tour system must be Factory Mutual (FM) approved for officer tour applications, where applicable, and must be intrinsically safe for Class 1, Division 1, Groups A, B, C, and D for indoor and outdoor sites, where applicable.

Acceptable computerized tour guard systems will have the following features:

- Hand-Held Transmitter
- Swipe Station Units
- Hand-Held Transmitter Battery Charger
- Reporting Capabilities
- Reprogramming Capabilities
- Sixty (60) day memory

7. Post Orders Manual (Standard Operating Procedures Manual)

The Property Manager must provide and update a Post Orders Manual in order to provide a coherent, comprehensive, and standardized set of security-related information to be kept in a secure area at the Property. The Post Orders Manual must be a bound compilation of: the name, address and description of the Property; a site plan specific for that site, the names of officers, supervisors, and shift schedules for the Property; policies and procedures prepared by the Property Manager for the Property; samples of all reporting forms and procedures; if

applicable; a written statement of the entire internal and external patrolling procedures for the Property; details of all security system components including the locations of mounted computerized patrol-check station devices, and any other security-related controls; equipment maintenance schedules; and life safety policies and procedures.

B. Property Security

The Property Manager must monitor the building security systems and services and make reports semi-annually or more often as needed, offering suggestions for improvements, and new systems, services, or procedures. Upon request of the Commission, the Property Manager will examine the Property, including the lobby and other entryways and present alternative layouts and designs to enhance the security of the Property, its occupants, and visitors.

C. Standard Operating Procedures

The Property Manager must provide Standard Operating Procedures (SOP) for events and incidents at the Property that are customized for the Property and acceptable to the Commission. SOP will be written, updated as needed and maintained in the Management Manual. SOP must identify each class of event, classification criteria, escalation procedures; response provided, estimated time to provide that response and estimated time to return the Property and Services to normal operations.

SECTION 3.4 FINANCES

I. Receipts and Disbursement of Funds

A. Accounts

The Property Manager will keep and maintain separate receipt and disbursement accounts. The receipt account ("Receipt Account") will be maintained at a local bank, or such bank as may be approved by the Commission. The disbursement account ("Disbursement Account") will be maintained at such banking institution as the Commission will from time to time specify upon written notice to Property Manager.

B. Receipt Account

All rents from commercial tenants and other monies received or collected by the Property Manager with respect to the Property, including tenants' security deposits, will be deposited in the Receipt Account, and invested by the Property Manager. The types of investments will be approved by the Commission. The Property Manager will transfer to the Disbursement Account such funds as may be necessary to cover checks on an as needed basis.

C. Disbursement Account

Expenditures which the Property Manager for the benefit of the Property is authorized to make will be made from the Disbursement Account. Checks drawn against the Disbursement Account for authorized expenditures will be made upon the signature of a duly authorized and bonded employee of the Property Manager.

D. Security Deposits

The Property Manager will immediately deposit any security deposits relating to the Property in the Receipt Account and keep a detailed accounting of all security deposits as received or subsequently refunded. Refunds of security deposits to commercial tenants will be made upon the signature of a duly authorized and bonded employee of the Property Manager.

E. Advances

The Commission will deposit into the Receipt Account expenditures for that month less any commercial rents or miscellaneous revenues to be received by the Property Manager. Such advances will be made in accordance with requests submitted to the Commission no later than seven (7) calendar days prior to the date such funds are required. In the event that additional funds are required at any time for payment of unanticipated expenses, operating or capital, relating to the Property, upon receipt of a

request therefore on such forms may be approved by the Commission, accompanied by a statement of the necessity therefore, the Commission will advance additional funds to the Receipt Account.

F. Collections

The Property Manager must bill and collect all commercial rent (including escalation billing resulting from past or future increases in expenses or pursuant to any other rent escalation provision) and other amounts (including late payment fees) due to the Commission under the terms of any commercial lease or rental agreement currently in effect or entered into hereafter. Property Manager must collect and identify any income due to the Commission for miscellaneous services provided to occupants or the public, including, without limitation, coin operated machines of all types, such as vending machines and pay telephones. With respect to the Property, the Property Manager must promptly deposit all such amounts in the Receipt Account as defined herein. The Property Manager is not authorized to and must not compromise claims for such rent and other amounts, terminate any lease, lock out any occupant, institute suit for rent, use and occupancy, or for recovery of possessions, without the prior written approval of the Commission. The Property Manager must submit all legal expenses incurred in bringing such approved suit or proceeding to the Commission for its approval.

G. Supplies

As an expense of operation of the Property, the Property Manager will on behalf of the Commission purchase such supplies and other expendable items as are necessary to operate the Property and such supplies and other expendable items will remain the property of the Commission. When purchasing such supplies, the Property Manager will secure for and credit to the Budget for the Property any discounts, Commissions or rebates obtainable as a result of such purchases.

H. Travel

The Property Manager will have no right to reimbursement or payment of travel expenses in the performance of its duties hereunder unless the same is approved in writing in advance by the Commission.

II. Budget

A. Approval

The Commission will notify the Property Manager of approval or disapproval of the proposed Budget. If the Commission disapproves the proposed Budget, it will notify the Property Manager of the reasons for such disapproval. The Property Manager will revise the proposed Budget by July 15th of each year. The Commission will have the right to revise the Budget from time to time and will deliver written notice to the Property Manager of all such revisions.

B. Implementation

When approved by the Commission, the Property Manager will implement the Budget and will be authorized, without need for further approval by the Commission to make the expenditures and incur the obligations provided for in the Budget (except capital expenditures, which will require the separate prior written authorization of the Commission). Except in the event of an emergency, the Property Manager will not make any expenditures or incur any obligations for any transaction or group of similar transactions which will exceed the amount budgeted.

C. Revision

Subsequent to the approval of the Budget by the Commission for a particular calendar year, should either the Commission or the Property Manager determine that such Budget is not compatible with the then prevailing conditions of the Property, the Property Manager will prepare and submit to the Commission a revised Budget for the balance of the calendar year, which revised Budget will be subject to review and approval by the Commission in the same manner and with the same effect as the original Budget for such calendar year.

SECTION 3.5 REPORTS

I. Periodic Reports

The Property Manager will prepare and submit to the Commission reports and statements including the following records and statements, showing the change over the previous report where available and appropriate:

A. Monthly Report, consisting of financial and other information shall include, but not be limited to the following:

- Cash Receipts Journal
- Cash Disbursements Journal (together with such other information, including supporting invoices and vouchers, as the Commission may request)
- General Journal
- General Ledger
- Balance Sheet
- Income and Expense Summary (by cost center, if applicable)
- Trial Balance
- Check Register
- Detailed Listing of Accounts Payable, Contracts payable and Accrued Expenses
- Bank Statements and Reconciliations
- Budget Variance analysis, including commentary.
- Occupancy Report/Rent Roll
- Cash Flow Summary
- Capital Expenditures
- Management Fee Computation
- Payroll Register that includes personnel, time worked, time earned and used for holidays, vacation and funeral or other leave and a description of services with respect to any affiliated or third-party contractors.
- Monthly copies of contracts awarded and corresponding pay requests.

B. Other Period Reports

- Monthly copies of the complaint log that shows at minimum, but not limited to, the type of complaint and the action taken. The complaint log should include the date, time, location, who was involved, (visitor/tenant/PBC, etc.), and any other information requested by the Commission
- Monthly report of all of maintenance, repair, and replacements, as well as frequencies and trends analyses
- Records of any other comments, oral or written, received from any source, such as but not limited to occupants, visitors, employees, and contractors.

C. Quarterly Report, shall include, but not be limited to the following:

- A chart of all employees and personnel of the Property Manager and third-party contractors involved in the management and operation of the Property, their titles, compensation range, and whether they are bonded or covered under the Property Manager's insurance policy

- List of all Service Contracts then in effect, a description of each contractor, service to be performed, annual cost, cost per square foot, payment frequency, commencement and termination dates, termination rights and other pertinent information
- A report of all actions by the Property Manager or on the Property that have an impact or may be perceived to have an impact on fair labor practices
- Revenue Enhancement
- Cost Reduction
- Brokerage Services

D. Semi-Annual, shall include, but not be limited to the following:

- Property Security
- Best Practices and Benchmarks

E. Annual, shall include, but not be limited to the following:

- Operating and Capital monthly budgets with corresponding back-up
- Capital Improvement Program

II. Frequency of Reports

The frequency of reporting is subject to change by the Commission. The format of the reports and statements are subject to the written approval of the Commission.

III. Maintenance of Records

The Property Manager will maintain, at the Property Manager's expense, in accordance with generally accepted real estate management accounting practices consistently applied, separate, accurate records of every receipt and disbursement with respect to every transaction concerning the Property. To the extent particular expenses or escalation items are billed separately to commercial tenants of the Property, the Property Manager will maintain the books and records for the Property in a manner which enables the Property Manager to separately account for such items on a calendar year basis and on any other fiscal period required by the Commission. The Property Manager will maintain the books and records for the Property in a safe manner and will make them available to the Commission upon request. The Property Manager agrees that, upon 48 hours' notice from the Commission, copies of all such records will be available during regular business hours for audit or inspection, by the Commission Representatives or accountants. The cost of any such audit will be a Property expense, unless it reveals negligence, willful misconduct or fraud; and in any such case, will be borne by the Property Manager.

IV. Rental and Occupancy Report

The Property Manager will render to the Commission, a written report, in a form acceptable to the Commission, of rental payments received for all commercial space in the Property as of the end of the preceding calendar month, and such other information relating to the rental or occupancy of the Property as the Commission may request.

V. Operating Reports

A. Cash Flow Report

The Property Manager will submit to the Commission a cash flow statement for the Property for the preceding calendar month as well as year-to-date totals including a comparison with the Budget and an explanation of all material variances (the "Cash Flow Report"). The Cash Flow Report will be in a form acceptable to the Commission and will include and be supported by:

- a rent roll of commercial tenants showing, by occupant, security deposits, cash collected, and prepaid or accrued rents.

- a calculation of all escalations and occupant reimbursements at the initial billing rate during each calendar year, and the annual adjustments to such reimbursements to reflect the actual amount for such calendar year.
- a schedule of capital improvements, if any, that have been made in the preceding calendar month or year to date, including details of expenditures and completions
- such other information as the Commission may request from time to time.

B. Notices or Statements Received

- All notices or statements received by the Property Manager regarding insurance policies respecting the Property or from any governmental agency or authority which threaten or are expected to have a material effect upon the Property or the Commission will be submitted promptly to the Commission upon receipt
- The Property Manager need not submit copies of information bulletins, questionnaires, and similar materials of general distribution unless such materials are expected to have a material effect upon the Property, Services, or the Commission

C. Events Affecting the Property

The Property Manager will notify the Commission promptly, investigate and make full written report as to all accidents or claims relating to the ownership, operation, and maintenance of the Property. The Property Manager will cooperate with and make any and all reports required by any insurance company in connection therewith.

SECTION 3.6 MANAGEMENT

I. Procurement Services

At the request of the Commission, any and all contracts to be awarded for the Property pursuant to the Agreement will be on the basis of competitive bidding as directed by the Commission.

- A.** At the direction of the Commission and subject to the operating budget, the Property Manager must bid or negotiate the Service Contracts for the Property. Service Contracts must include a right of the Property Manager to cancel such Service Contract on not more than 30 days' notice.
- B.** All equipment, tools, appliances, materials, and supplies necessary for proper operation and maintenance of the Property will be procured by the Property Manager.

II. Revenue Enhancement

The Property Manager must continuously monitor the trends in property management for new opportunities in revenue enhancement, including enhancements to the covered walkway ("Pedway") and elevators, paid for in whole or in part by the advertisers. The Property Manager must develop and submit a comprehensive revenue enhancement strategy for the Property composed of its own strategies compiled with the industry trends in the quarterly Revenue Enhancement Report submitted in writing to the Commission. The strategy must address the entire concourse level, lobby, courtroom floors, public spaces, common areas, elevators, and the plaza. The strategy must include:

- A.** Quantitative market analysis of retail supply and demand, emerging trends, concepts to avoid due to diminishing profitability, and excesses and gaps in mixed use and retail buildings in the surrounding locations
- B.** Short- and long-term economic opportunities in advertising, wireless connectivity, business and personal services, signage and audiovisual broadcasting
- C.** Analysis of traffic patterns at the Property
- D.** Examination of spaces within the Property that are not producing revenue, but may have the potential to do so
- E.** Analysis of the sale of electricity as produced by steam in the Property

III. Cost Reduction

The Property Manager must continuously monitor the Property for opportunities in cost reduction, including quantitative comparisons between existing services agreements and similar service agreements at other properties. The Property Manager will develop its own strategies and compile these with industry trends and submit the information to the Commission in writing in the quarterly Cost Reduction Report.

IV. Benchmarks

The Property Manager must set benchmarks for the performance of the Property in terms of Revenue Enhancement, Cost Reduction and Commercial Development. These benchmarks must be based on current research of the best practices in property management. The performance of the Property Manager and of the Property will be measured against these benchmarks and the results summarized in the semi-annual Best Practices and Benchmarks Report submitted by the Property Manager in writing to the Commission.

V. Emergencies

In an emergency, the Property Manager will immediately notify the Commission in person or by telephone and email so that prompt arrangements may be made to address the emergency situation. The Property Manager will notify the Commission's insurance advisor as soon as possible by email but no later than 24 hours from the occurrence of an emergency situation and will cooperate in the insurance advisor's evaluation and documentation of the situation.

VI. Capital Improvement

The Property Manager will consult with and assist the Commission in analyzing the capital needs of the Property. The Property Manager will submit the results in the annual Capital Improvement Program Report, including short-, medium- and long-term strategies.

Property Manager will be paid a management fee not to exceed 3% of the construction cost of Capital Improvement projects.

VII. Construction Management

- A.** The Property Manager will act as construction manager with respect to any Construction Work for the Property. "Construction Work" means construction, reconstruction or alteration of any improvements constituting part of the Property but will not include ordinary maintenance and Repairs made to the Property.
- B.** The Property Manager's responsibilities as construction manager are comprehensive, to the end that the Property Manager agrees to supervise, oversee, and administer each and every aspect of such construction. The Property Manager will be responsible for:
 - Selecting all required consultants, contractors, and sub-contractors
 - Negotiating agreements for architectural design, engineering, and construction services
 - Securing any and all necessary approvals and permits
 - Overseeing the administration of the construction contract, including disbursement process, lien waiver collection and financial reporting
 - Acting as project manager with respect to any such construction work, including monitoring and approval of work, preliminary acceptance of "punch list" items, final acceptance and occupancy or re-occupancy of the Property, meeting minutes and schedules
 - Monitoring and reporting progress toward the MBE/WBE participation goals set by the Commission for the Construction Work and/or cooperating fully with any outside firm hired by the Commission to perform such monitoring and reporting
 - All contracts relating to Construction Work will be subject to prior written approval by the Commission

- C. The Property Manager must take all such measures as are reasonably necessary to ensure that the Property remains free from mechanics' liens, security interests, and encumbrances in connection with the operation or maintenance of or Construction Work undertaken on the Property.
- D. The Property may have asbestos in the fireproofing of the structure. The fireproofing material is contained and not a threat to building occupancy. The Property Manager will ensure that any construction or renovations including abatement per the Daley Center abatement plan.
- E. The Property Manager will engage the services of an environmental engineer or environmental consultant, approved by the Commission, to perform a comprehensive Environmental Audit (or update the previous Environmental Audit) of the Property.
- F. Ordinary Repairs required in and around the Property are not part of construction work and the Property Manager will oversee and supervise all such Repairs without additional compensation.

SECTION 3.7 PERSONNEL

The Property Manager must make all necessary payroll deductions including, but not limited to, deductions for disability and unemployment insurance, social security, withholding taxes and other applicable taxes, wage garnishments, union dues, health and welfare, and pension benefits, and prepare, maintain and file all necessary reports and statements with respect to such taxes or deductions, pertaining to personnel employed in or about the Property.

All wages, salaries and other compensation paid to all Commission-approved on-site personnel employed exclusively at the Property are considered operating expenses of the Property to the extent the same are included in the Budget approved by the Commission or otherwise approved by the Commission in writing. The Property Manager is entitled to pay the expenses described in this section to the extent provided in the Budget, out of the Disbursement Account.

Subject to the terms hereof, the Budget, and the prior written approval of the Commission, the Property Manager must engage such contractors, sub-contractors, consultants and other persons or firms necessary to discharge the Property Manager's obligations hereunder.

SECTION 3.8 BROKERAGE SERVICES

The Property Manager must continuously monitor the Property's commercial spaces and leases and make quantitative comparisons between them and the marketplace with regard to occupancy rates, competitive pricing and the trends in leasing terms and conditions.

When requested by and with prior written approval of the Commission, the Property Manager will provide brokerage services at the Property, including renewing existing and developing new leases.

The Property Manager must review the financial statements of existing and prospective tenants. The Property Manager must include an assessment of such tenant's financial viability in any recommendation for new lease, lease option or lease renewal and/or with the quarterly report on commercial leases. The Property Manager must ensure that new leases, lease extensions or other similar forms of agreement for the Property comply with existing laws, regulations, and the Commission's policies.

The Property Manager will monitor and report on the payment status of real estate taxes by the leaseholders of Property leases.

At a minimum, once each quarter, the Property Manager will submit a summary of the Brokerage Services performed in that quarter in the Brokerage Services Report.

Property Manager will be paid a Brokerage fee not to exceed 3% of the lease renewal (8% of the 1st year of new leases).

SECTION 3.9 LEGAL COUNSEL

The Property Manager may, at the Commission's expense and only after receiving the Commission's prior written consent, engage legal counsel to advise on legal matters and conduct legal proceedings arising in the performance of the Property Manager's duties herein.

SECTION 3.10 CLAIMS

The Property Manager will be responsible for claims, demands, suits, losses, damages, costs or expenses, including attorney's fee and costs, arising out of or in connection with the Property Manager's performance or non-performance of its duties and responsibilities for the maintenance, operation and management of the Property. The Property Manager must handle, manage, and control these liability claims, be responsible for payment and settlement of claims, developing claims handling procedures, submitting claims and support documents to its insurers, monitoring activity of claims, maintaining files and providing monthly reporting to the Authorized Commission Representative.

SECTION 3.11 GEPC MANAGEMENT

The Richard J. Daley Center is participating in GEPC (Guaranteed Energy Performance Contract). It includes, but is not limited to the following:

1. Notifying GEPC firm if any of the parameters used in the baseline calculations are altered. This would include such things as renovating or abandoning a space, a change in the buildings operating hours, adding additional energy conservation measures and or other significant changes to the building.
2. Maintaining the energy conservation measures and equipment to the manufacturer's specifications.
3. Providing access to energy use. This is currently done both remotely and through Energy Star Portfolio Manager
4. Arranging annual meetings, obtaining annual reports, verifying the reports with an independent consultant, and processing a claim if the savings don't meet the guarantee. Each ECM has a separate M&V plan.
5. Participate in monthly conference calls to review performance.
6. Processing an annual Performance Tracking Fee
7. Processing the TELPA Loan Payments
8. Closing out the Payment Bond on the savings
9. Notifying GEPC firm if any of the Guarantee parameters change.

SECTION 3.12 TERM OF THE AGREEMENT

Any contract awarded pursuant to this RFP for the Property Management Services at the Richard J. Daley Center will be for a base contract period of three (3) years. The PBC will have the discretion to extend such contract for up to two additional years, under the same terms and conditions.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IV. INSTRUCTIONS FOR PREPARING AND SUBMITTING SUBMISSIONS

SECTION 4.1 GENERAL INSTRUCTIONS:

- I. These instructions prescribe the format and content of the Submission. They are designed to facilitate a fair and uniform review process. Failure to adhere to this format will affect the PBC's evaluation and may result in disqualification of the Submission. However, the PBC reserves the right to reject or accept any submittals for any reason whatsoever.
- II. The PBC reserves the right to seek clarification of information submitted in response to this RFP during the evaluation and selection process. The Evaluation Committee (the "Committee") may solicit from previous clients (including the PBC, the City of Chicago, other government agencies, or any other available sources) relevant information concerning the firm's record of past performance.
- III. Attachments must be referenced in the Submission.
- IV. Failure to submit the required documents may deem your firm non-responsive.

SECTION 4.2 SUBMITTAL REQUIREMENTS

The following documents and responses shall be included in the submission and tabbed and labeled as such in the order given below.

SECTION 4.3 TECHNICAL SUBMISSION

I. Cover Letter – (TAB 1)

An individual authorized to legally bind the Respondent must sign the transmittal letter. The person who signs the transmittal letter will be considered the contact person for all matters pertaining to the Submittal unless the Respondent designates another person in writing. The letter must include the Respondent's mailing address, e-mail address, fax number and telephone number. The transmittal letter must provide:

A. Organizational Overview

The Respondent's business history and qualifications to deliver the Scope of Services include. Items should include, but are not limited to:

- i. Business location(s) and contact information;
- ii. Length of time in business; and
- iii. Brief history of firm including size and any specialty areas.

B. Identify all firms on the team.

MBE and WBE firms included in the team must be specifically identified as such.

C. Willingness to Enter Into Agreement

The Respondent must indicate that it is prepared to enter into an agreement in the form being offered. Attachment F – Sample Form of Agreement which contains the standard Terms and Conditions of the agreement which are not subject to negotiation. Respondent must commit to meet or exceed the MBE / WBE goals set forth in the Agreement.

D. Acknowledge receipt of Addendum issued by the PBC, if any.

II. Table of Contents – (TAB 1)

The Respondent shall include a table of contents in its Submission. Submissions must be page numbered sequentially from front to back.

III. Executive Summary – (TAB 1)

The Respondent must prepare an Executive Summary which explains its understanding of the services being requested and how their Proposal would achieve those objectives. The summary must discuss Respondent's strategy and methodology for successfully implementing and managing the Richard J. Daley Center. – **LIMIT OF THREE PAGES.**

IV. Qualifications of the Respondent – Limit of FIVE Pages (excluding exhibits) – (TAB 2)

- A. Describe your organization's professional qualifications and experience which best positions your firm to provide services for the Richard J. Daley Center;
- B. Must have experience in the following (**Complete Exhibit 5**):
 - i. Currently manages at least one (1) office building in excess of 1,000,000 S.F. in the Chicago Metropolitan area
 - ii. Currently manages comparable properties with a minimum of 5,000,000 S.F. in the Chicago Metropolitan area
 - iii. Managed LEED
 - iv. Developing Capital Plans.
- C. Preferred experience in the following (**Complete Exhibit 5**):
 - i. Managed properties with an exterior public space that handled scheduling event
 - ii. Court House experience
 - iii. Managed properties with retail space
 - iv. Experience in managing Public Art
 - v. Managed Landmark buildings.
- D. Comparable experience/capacity (**Complete Exhibit 6**):
 - i. Provide at least three (3) references of projects demonstrative of Respondent's experience and capacity.

V. Qualifications of Key Personnel – Specialized Experience and Local Availability of Key Personnel Committed to this Engagement – Limit of THREE Pages (excluding Staff Organization Chart, and Resumes) – (TAB 3)

- A. In three (3) pages or less, Respondent must describe the professional qualifications and experience of the individuals who will be dedicated to providing the Services. Respondent must indicate each proposed person's areas of expertise, and which person will have prime responsibility for various tasks. All Key Personnel must have significant and relevant experience in the area for which they are proposed to provide Scope of Services.
- B. Respondent must indicate the local availability and time that each Key Personnel would be dedicated to these services.
- C. Respondent must provide a staff organization chart identifying job classifications, reporting relationships, and estimated numbers of employees for all job classifications (e.g., custodians, engineers, etc.).
- D. Respondent must submit resumes or corporate personnel profiles of staff (maximum two pages per individual) which demonstrate relevant past experience. Where proposed individual(s) gained experience as part of a team, describe the team's structure and the individual's role on the team.

VI. Implementation Plan – Limit of FIVE Pages (excluding Implementation Team Chart) – (TAB 4)

Respondent must describe its understanding, and approach to providing the required Services including: transition plan; cost containment strategies; sustainability approaches; the roles and responsibilities of team-member firms; strategies, tools, and safeguards for ensuring timely, quality performance of all required Services; equipment, software, and hardware considerations; training and on-going support; and any additional factors for the PBC's consideration.

Any subcontractors who will be performing Services, including their designation as MBE/WBE, should be listed along with a clear explanation of their roles and responsibilities.

The Respondent must provide the required information as described below:

- A.** Provide an Operating Plan, which is reflective of the specific responsibilities and Level of Service required in the Scope of Services, as well as the following:
 - i. General, Administration, and Miscellaneous services and activities not described elsewhere
 - ii. Skilled trades utilization to provide maintenance services
 - iii. Cleaning Specifications to be observed
 - iv. Unarmed Security Services.
- B.** Provide an Implementation Team Chart indicating Management Structure and any Subcontractors.

VII. MBE/WBE Participation Plan and Commitment – Limit of THREE Pages (Excluding Exhibit) – (TAB 5)

- A.** MBE/WBE Participation History (**Complete Exhibit 7**)
 - i. Identify and report compliance history for at least three (3) projects from the previous three (3) years.
 - ii. Respondent must describe its commitment to achieve meaningful MBE and WBE participation. The contract specific goal for MBE/WBE participation is a minimum of 30% MBE/WBE. This goal may be met by participation of a MBE firm, WBE firm, or a combination of both.
 - iii. In addition to commitments to participation in the primary services (Engineering and Maintenance, Custodial and Security Services), Respondent must describe its approach to providing opportunities for MBE/WBE firms to perform as contractors in any capital projects that the Property Manager may be asked to manage.
- B.** Complete Schedule C and Schedule D (**Schedules found in Attachment C**)
- C.** If Respondent is seeking favorable consideration for including MBE/WBE participation through a joint venture or equity participant, submittal must include a completed Schedule B, and the corresponding Joint Venture Agreement.

VIII. Cost Proposal Summary (Exhibit – 1) – (TAB 6)

Respondent must provide a preliminary proposal as follows:

- A.** Complete Cost Proposal Summary, Exhibit 1:
 - i. 2024 Administrative Expense
 - ii. 2024 Cleaning Expense
 - iii. 2024 Security Expense
 - iv. 2024 Mechanical Maintenance Expense
 - v. 2024 Building General Expense
 - vi. 2024 Insurance Expense
 - vii. 2024 Management Fee
 - viii. Implementation Costs/Expenses

The PBC will negotiate final staffing and operating plans, prices, terms, and conditions with selected Respondent.

- B.** A copy of the 2023 Operating and Capital Budget has been provided for your reference (See Exhibit 4).

IX. Financial Qualifications and Experience – (TAB 7 - SUBMIT SEPARATELY)

- A.** Audited/unaudited financial statements for the previous three (3) years.
- B.** Specific examples and experiences in dealing with effective cost controls for properties of similar nature and size; cost reduction strategies created and implemented.
- C.** Experience in developing operations and capital budgets for government clients.
- D.** Proof of insurability.

X. Attachments and Exhibits:

- 1. Attachment A – Disclosure Affidavit** (if a Joint Venture, each of the Joint Venture partner must submit a separate Attachment A)
- 2. Attachment B – Legal Actions** (if a Joint Venture, each of the Joint Venture partner must submit a separate Attachment B)
- 3. Attachment C – Special Conditions for the Utilization of MBE and WBE Firms**
 - Schedule B – Joint Venture Affidavit for MBE/WBE
 - Schedule C – Letter of Intent
 - Schedule D – Affidavit of Professional Service Provider
- 4. Attachment D – Insurance Requirements**
- 5. Attachment E – Disclosure of Retained Parties**
- 6. Attachment F – Sample Form of Agreement**
- 7. EXHIBIT 1 – COST PROPOSAL SUMMARY (Include in Response)**
- 8. EXHIBIT 2 – PROPERTY DESCRIPTION**
- 9. EXHIBIT 3 – LANDMARKS ORDINANCE**
- 10. EXHIBIT 4 – 2023 OPERATING AND CAPITAL BUDGET**
- 11. EXHIBIT 5 – PROJECT MATRIX (Include in Response)**
- 12. EXHIBIT 6 – PROJECT REFERENCES (Include in Response)**
- 13. EXHIBIT 7 – MBE/WBE REFERENCES (Include in Response)**

SECTION 4.4 REJECTION OF SUBMITTALS

Submittals that do not comply with the submittal requirements of the RFP, or that contain omissions, erasures, alterations, or additions not called for, or that are irregular in any way, may be rejected as informal and insufficient. The PBC, however, reserves the right to waive any or all informalities when it considers a waiver to be in its and the public's best interest.

SECTION 4.5 OWNERSHIP OF SUBMITTALS

The PBC owns all submitted materials. Submittals will not be returned to Respondents. During the evaluation and selection period and after the Selected Respondent(s) sign the Agreement(s), all Submittals remain the property of the PBC. The PBC shall not be responsible for expenses incurred in preparing and submitting the Submittal. Such costs shall not be included in the Submittal.

SECTION 4.6 IMPROPER PRACTICES

The Respondent shall not offer any gratuities, favors, or anything of monetary value to any member of the Board of Executive Directors of the PBC, official, employee or agent of the PBC for the purpose of influencing consideration of the Submittal. The Respondent shall not collude in any manner or engage in any practices with any other Respondent(s) or potential Respondent(s) that may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the Respondents' response to this RFP to be rejected by the PBC. Notwithstanding the foregoing, this prohibition is not intended to preclude joint ventures, licenses, or subcontracts.

SECTION 4.7 COMPLIANCE WITH LAWS

The Selected Respondent must comply with all laws, statutes, ordinances, and regulations of any governmental body, including the PBC and Federal, state, local and PBC governments. Respondents' attention is directed to the provisions of Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (as amended), but Respondent's must comply with any other provisions that apply to or in any manner affect any Services performed under the Agreement.

SECTION 4.8 RESPONSIVENESS

Respondent's completion and execution of all required forms and the Respondent's compliance with all submission requirements will be deemed responsive. Submittals will be deemed non-responsive and rejected from further consideration if the Respondent fails to accept the PBC's standard terms and conditions found in Attachment F, Form of Agreement and/or Respondent fails to provide evidence of their firm's ability to procure and comply with the amounts of coverage indicated in Attachment D, Insurance Requirements.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

V. EVALUATION CRITERIA

SECTION 5.1 SELECTION PROCESS

An Evaluation Committee (EC) will review the Respondent's qualifications, experience, and preliminary proposal in accordance with submittal requirements and evaluation criteria set forth below and may recommend a short list of Respondents to the PBC Executive Director. At the Executive Director's discretion, short-listed Respondents may be invited to make oral presentations to the EC. If a presentation is requested by the Commission, the Respondent will receive the date, time, location, and number of attendees, and topics to be discussed.

The EC will take into account both the Respondent's qualifications and Cost Proposal Summary to determine which Respondent's Proposal is best suited to deliver the Services described in this RFP.

The PBC will require the selected Respondent to participate in contract negotiations, including but not limited to negotiations regarding all aspects of compensation. The PBC's requirement that the selected Respondent negotiate is not a commitment by the PBC to award an Agreement. If the PBC determines that it is unable to reach an acceptable Agreement with the selected Respondent, including failure to agree on fair and reasonable compensation for the Services or any other terms or conditions, the PBC may terminate negotiations with the selected Respondent, and may commence negotiations with the next highest qualified and recommended Respondent until such time as the PBC has negotiated an Agreement meeting its needs. The PBC reserves the right to terminate negotiations and/or cancel this RFP at any time.

The PBC reserves the right to seek clarification of information submitted in response to this RFP and/or request additional information during the evaluation process. The PBC reserves the right to accept or reject any or all qualifications and selections when it is determined, at the sole discretion of the Executive Director, to be in the best interest of the PBC.

Cancellation: The PBC reserves the right to terminate this procurement at any stage if the Executive Director determines it to be in the best interest of the PBC. In no event is the PBC liable to Respondents for any cost or damages incurred by Respondents, sub-consultants, or other interested parties in connection with the selection process, including but not limited to any and all costs of preparing the Request for Qualification and participation in any conferences, oral presentations or negotiations.

SECTION 5.2 EVALUATION CRITERIA

The Evaluation Committee will review the Proposals in accordance with the following criteria:

I. Qualification and Experience of Respondent (25%)

- A. Overall quality of past performance as a prime Property Manager with demonstrated experience to assume control of operations and contracts; and to administer, manage, and coordinate a facility of comparable size, occupancy, tenancy, function, and landmark status.
- B. Past and current experience in managing and scheduling events for government and non-government entities.

II. Quality and Responses from Respondent's references (3%)

III. Qualification and Experience of Key Personnel (15%)

- A. Professional and technical qualifications and experience of the individuals who will be dedicated to providing the Services.
- B. Quality of services offered as reflected in the local knowledge and local availability of key management, operating, technical, and support personnel to be assigned to the Property as evidenced by an organization chart indicating key personnel who will be assigned to the PBC and the responsibility each will have in the performance of the following services: Managing buildings with square footage equal to Richard J. Daley Center; Managing LEED / Energy Star buildings; Managing properties with retail space; and developing capital plans.

IV. Quality of Implementation Plan (20%)

- A. Depth, organization, cost, and quality of the Respondent's implementation plan.
- B. Respondent's prior experience implementing similar services required by this RFP, and the availability of appropriate personnel for the services required.

V. Commitment to MBE / WBE Participation (15%)

It is the policy of the PBC that Minority Business Enterprises ("MBEs") and Women Business Enterprises ("WBEs") shall have the maximum opportunity to participate in any business opportunities that may be created as a result of this RFP. Therefore, the level, relevance, and quality of MBE and WBE participation proposed and committed to by Respondents to the RFP will be a critical factor in the evaluation of responses. The PBC has established goals of 30% MBE/WBWE participation in the Property Management Services Contract and Respondent will be evaluated based on MBE/WBE participation achieved.

VI. Cost Proposal Summary / Management Fee (15%)

Respondent's Cost Proposal Summary (**EXHIBIT 1**) will be evaluated for reasonableness in relation to Respondent's Implementation Plan and compared to 2023 budget.

VII. Financial Qualification and Experience (5%)

- A. Quality of the financial skills with regard to budgeting, recording, reporting and forecasting for maintenance and operations. Fiscal management aptitude reflected by the ability to schedule maintenance effectively and control operation and Property costs; number and size of the cost reduction strategies created and implemented; and increase of revenues by innovative development of commercial and non-traditional spaces. Experience in developing operations and capital budgets for government clients/entities.
- B. Financial stability as demonstrated by its current financial statements and credit references. Insurability as evidenced by adherence to and completion of appropriate schedules/forms.

VIII. Overall RFP Compliance / Responsiveness (2%)

PBC will review the quality, completeness, and comprehensiveness of response to this RFP and compliance with each of the submittal requirements.

ATTACHMENT A
DISCLOSURE AFFIDAVIT

(FORM FOLLOWS)

**ATTACHMENT A
DISCLOSURE AFFIDAVIT**

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned _____, as _____
Name Title

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

Name of Firm:			
Address:			
Telephone:		Fax:	
FEIN:		SSN:	

1. _____
2. _____
3. _____
4. _____

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

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

6. Disclosure of Ownership Interests

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

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

CORPORATIONS AND LLC'S

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

Name	Title

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

Name	Address	Ownership Interest Percentage

5. LLC's ONLY, indicate management type and name:

- Member-managed
- Manager-managed

Name: _____

6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?

- Yes
- No

If "yes" provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PARTNERSHIPS

1. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

Name	Ownership Interest Percentage

SOLE PROPRIETORSHIP

1. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes No

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

2. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s)

3. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised

Name	Address

CONTRACTOR CERTIFICATION

A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

- b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
 2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
 3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
 4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
 5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
 - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by

Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

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

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

D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

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

E. PUNISHMENT

1. A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction⁵, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

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

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

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.

Name of Authorized Officer (Print or Type)

Signature of Authorized Officer

Title

Telephone Number

State of _____

County of _____

Signed and sworn to before me on this _____ day of _____, 20____ by

_____ (Name) as _____ (Title) of

_____ (Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal

ATTACHMENT B
LEGAL ACTIONS

(FORM FOLLOWS)

ATTACHMENT B – LEGAL ACTIONS

FIRM NAME _____

I. LEGAL ACTIONS

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

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

ATTACHMENT C
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

(FORM AND SCHEDULES FOLLOW)

ATTACHMENT C
**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 30% 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

- a. The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:
 - b. 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.
 - c. 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.
 - d. 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.
 - e. 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-protégé 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.

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 court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SCHEDULE B
Joint Venture Affidavit

(SCHEDULE FOLLOWS)

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.

SCHEDULE B
Joint Venture Affidavit (2 of 3)

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

Signature

Name

Title

Date

State of _____ County of _____

On this ____ day of _____, 20____
before me appeared (Name)

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by
(Name of Joint Venture)

to execute the affidavit and did so as his or her
free act and deed.

Notary Public

Commission expires:
(SEAL)

Name of Joint Venturer

Signature

Name

Title

Date

State of _____ County of _____

On this ____ day of _____, 20____
before me appeared (Name)

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by
(Name of Joint Venture)

to execute the affidavit and did so as his or her
free act and deed.

Notary Public

Commission expires:
(SEAL)

SCHEDULE C

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

(SCHEDULE FOLLOWS)

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

<input type="text"/>	% of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
<input type="text"/>	% 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)

Date

Phone

Signature

Name (Print)

IF APPLICABLE:
BY:

Joint Venture Partner (Print)

Date

Phone

Signature

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

SCHEDULE D

Affidavit of Professional Service Provider Regarding MBE/WBE Participation

(SCHEDULE FOLLOWS)

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

Name of Project: _____

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

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

_____ Title and duly authorized representative of

_____ Name of Professional Service Provider whose address is

in the City of _____, State of _____

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
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Base Bid		%	%

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:

Name of Contractor (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

ATTACHMENT D
INSURANCE REQUIREMENTS
PROPERTY MANAGEMENT SERVICES
AT THE RICHARD J. DALEY CENTER – PS3086

The Property Manager must provide and maintain at Property Manager's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement. The insurance must remain in effect during the term of the Agreement unless noted otherwise below.

INSURANCE TO BE PROVIDED

1) Workers' Compensation and Employers Liability (Primary and Umbrella)

Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness, or disease. Coverage will include a waiver of subrogation as required below.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$20,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, defense and contractual liability. Property Manager and all subcontractors of every tier **will specifically name** the Public Building Commission of Chicago as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Property Manager must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Property Manager must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago is to be named as Additional Insured on a primary, non-contributory basis.

Subcontractors performing work for Property Manager must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

4) Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$5,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this Agreement. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Property Manager and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial

or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago and others as may be required by the Commission are to be named as Additional Insured and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for on-going and completed operations. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

5) Professional Liability

When Architect performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$5,000,000 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.

Subcontractors performing work for Property Manager must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

6) Valuable Papers

When any plans, designs, drawings, specifications, data, media and documents are produced or used under this Agreement, Valuable Papers insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

7) Crime

Crime Insurance or its equivalent in the amount of not less than \$1,000,000 per occurrence covering all person and acts involved in the handling of funds under this Agreement, against loss by dishonesty, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

B. ADDITIONAL REQUIREMENTS

Property Manager must furnish the 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 policy has an expiration or renewal date occurring during the term of this Agreement. Copies of any endorsements or policy language providing Additional Insured or Named Insured status to the entities required above must accompany the Certificate of Insurance upon submission. The Property Manager must submit evidence of insurance to the Commission prior to Agreement award. 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 Property Manager is not a waiver by the Commission of any requirements for the Property Manager to obtain and maintain the specified insurance. The Property Manager will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Property Manager 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 insurance must provide for 30 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

The Commission reserves the right to obtain copies of insurance policies and records.

Any deductibles or self-insured retentions on referenced insurance must be borne by Property Manager. All self-insurance, retentions and/or deductibles must conform to these requirements.

The Property Manager waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, its respective Board members, employees, elected officials, officers, or representatives.

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

Any insurance or self-insurance programs maintained by the Commission will not contribute with insurance provided by the Property Manager 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 this Agreement given as a matter of law.

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

If Property Manager or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

Property Manager must submit the following at the time of award:

- (1) Standard ACORD form Certificate of Insurance issued to the Commission as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
 - d. All required endorsements.

The Commission reserves the right to modify, delete, alter, or change these requirements.

C. PROPERTY CLAIMS

The Property Manager shall promptly investigate and report to the PBC any known accidents, claims or damage relating to Daley Center property. The Property Manager will manage, in cooperation with the Commission, any recovery and repair efforts to restore the Daley Center to its previous condition. Property Manager shall support the Commission in the preparation of any resulting property claim, acquiring the necessary documentation and assisting in the resolution of the claim.

D. BUILDING CONTRACTOR INSURANCE REQUIREMENTS

The Property Manager is responsible for determining appropriate insurance requirements for contractors and subcontractors performing work or services related to the Daley Center. Property Manager must require Builders' Risk insurance when appropriate. The Property Manager must obtain and maintain certificates of insurance for each contractor, subcontractor, and supplier. The Commission must be named as an Additional Insured on a primary and non-contributory basis for any liability arising directly or indirectly from contracted work. Waivers of subrogation to the benefit of the Commission must be included in contracts.

INSURANCE PROGRAM OPTION

The Property Manager insures the liability exposures resulting from the operations and maintenance of the Richard J. Daley Center. Coverage includes primary coverage for both the Commission and the Property Manager. Property Manager is responsible for all incidents, claims, demands, suits, losses, damage, costs, or expense, including attorney's fees, and costs, arising out of or in connection with the Richard J. Daley risk exposures.

Commercial General Liability insurance or equivalent will be maintained with limits of not less than \$20,000,000 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 Commission must be a Named Insured and the coverage must be primary and non-contributory to any other insurance or self-insurance available to the Commission. All deductibles or self-insured retentions on the coverage must be borne by the Property Manager. The coverage will include a waiver of subrogation with the Commission. The coverage and limits furnished by the Property Manager in no way limit the Property Manager's liabilities and responsibilities specified within the Agreement or by law.

The Property Manager must handle, manage and control liability claims, be responsible for payment and settlement of claims, develop claims handling procedures, submit claims and support documents to its insurers, monitoring activity of claims, maintaining files and providing monthly reporting to the Commission's Risk Manager.

ATTACHMENT E
DISCLOSURE OF RETAINED PARTIES

(FORM FOLLOWS)

ATTACHMENT E
DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

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

Commission bids, contracts, and/or qualification submissions must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.

"Lobbyists" means any person who (a) for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description of goods or services to be provided under Contract:

Name of Consultant:

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

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

Date

Name (Type or Print)

Title

Subscribed and sworn to before me

this _____ day of _____ 20____

Notary Public

ATTACHMENT F
SAMPLE FORM OF AGREEMENT – TERMS AND CONDITIONS

(SAMPLE FORM OF AGREEMENT FOLLOWS)

SAMPLE

ATTACHMENT F
SAMPLE FORM OF AGREEMENT – TERMS AND CONDITIONS

ARTICLE 1. INCORPORATION OF RECITALS AND EXHIBITS

1.1 Recitals

The matters recited above are incorporated in and made a part of the Agreement.

1.2 Incorporation of Exhibits

(a) The following attached Exhibits are made a part of this Agreement:

- (i) EXHIBIT 1A Scope of Services
- (ii) EXHIBIT 1 Cost Proposal Summary/Compensation
- (iii) EXHIBIT 2 Property Description
- (iv) EXHIBIT 3 Landmarks Ordinance
- (v) EXHIBIT 8 Key Personnel
- (vi) ATTACHMENT A Disclosure Affidavit
- (vii) ATTACHMENT B Legal Actions
- (viii) ATTACHMENT C Special Conditions RE: MBE/WBE Utilization
- (ix) ATTACHMENT D Insurance Requirements and Evidence of Insurance
- (x) ATTACHMENT E Disclosure of Retained Parties

(b) By executing this Agreement, the Property Manager acknowledges that it is familiar with the contents of each of such documents and will comply fully with them when performing the Services.

ARTICLE 2. DEFINITIONS

2.1 Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

- (a) **Additional Services.** Those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Section 3.1, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services require the approval of the Commission in a written amendment under Section 10.3 of this Agreement before the Property Manager is obligated to perform those Additional Services and before the Commission becomes obligated to pay for those Additional Services.
- (b) **Agreement.** This Agreement for Property Management Services, including all exhibits attached and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.
- (c) **Authorized Commission Representative.** The Executive Director of the Commission or one or more persons or firms designated in writing by the Executive Director for the purposes of assisting the Commission. As specifically directed by the Executive Director, the Authorized Commission Representative will act on behalf of the Commission.
- (d) **Budget.** The annual Budget for the Property, comprised of the capital and operating budgets, prepared by the Property Manager and subject to approval of the Commission.

- (e) **Commission.** 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.
- (f) **Executive Director.** The person employed by the Commission as its Executive Director or the duly authorized representative thereof.
- (g) **Environmental Audit.** An audit of the Property performed by an environmental engineer or consultant, expert in the field, which will include air quality monitoring and testing.
- (h) **File Inventory.** The list of all files, drawings, specifications, reports, records, warranties, surveys, environmental manifests and all other documents which are located at the Property in the office of the Building relating to the operation, maintenance or management of the Property or construction work or environmental matters affecting the Property.
- (i) **General Manager.** A Key Person assigned to the Services for the Property by the Property Manager and approved by the Executive Director.
- (j) **Key Personnel.** Those job titles and individuals identified in **EXHIBIT 8 – Key Personnel** and referred to in **Section 3.4 – Personnel** of this Agreement, including the General Manager, Assistant General Manager and Chief Engineer.
- (k) **Management Manual.** A detailed manual for management of the Property that includes the methods of operation, maintenance, capital improvement, cost control, schedule control and reporting and the current organizational chart, lines of communication, and responsibilities of Key Personnel in a format that is acceptable to the Executive Director.
- (l) **Monthly Meeting.** Monthly meetings to discuss the Services provided by the Property Manager and the management, operation and maintenance of the Property, any Additional Services and to review the performance of the Property Manager.
- (m) **Monthly Report.** The written report prepared by the Property Manager and presented to the Executive Director at the Monthly Meeting that provides details on the management, maintenance and operation of the Property for the preceding month, including those Deliverables described as presented in the Monthly Report and described in **EXHIBIT 1A – Scope of Services**.
- (n) **Personal Property Inventory.** A list of personal property, including office equipment, motor vehicles, construction materials, furnishings, supplies owned or leased by the Commission or the Property Manager and used in connection with the Services or the Property. This inventory will not include office supplies and other similar items.
- (o) **Property.** The building located at 50 West Washington Street, Chicago, Illinois 60602, including underground tunnels and concourse areas, occupied areas, common areas, garage, plaza, public art and landscaping, commonly known as the Richard J. Daley Center or the Daley Center and located as described in **EXHIBIT 2, Property Description**, attached to this Agreement.
- (p) **Property Data.** Collectively all Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to or by the Property Manager in connection with the Property, this Agreement and/or the Services.
- (q) **Project.** A specific capital improvement for the Property.
- (r) **Property Manager.** The company or other entity identified in the recitals for this Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement to provide the Services.
- (s) **Reimbursable Expenses.** The expenditures as identified in **EXHIBIT 1 – Cost Proposal Summary** in this Agreement.

- (t) **Services.** Collectively, the services, duties and responsibilities described in **Article 3** and **EXHIBIT 1A – Scope of Services** of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.
- (u) **Service Contracts.** Contracts for services, improvements, maintenance, window cleaning, vermin extermination, non-routine repairs, water, electricity, gas, oil, telephone, other utilities, and such other services for the Property as may be necessary or advisable.
- (v) **Subcontractor.** The person or entity with whom the Property Manager contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with the Property Manager.

2.2 **Interpretation**

- (a) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- (b) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- (c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- (d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- (e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- (f) All references to a number of days mean calendar days, unless indicated otherwise.
- (g) References to "approved by the Commission" and "approved by the Executive Director" or to "approval by the Commission" and "approval by the Executive Director" are not intended to and must not be interpreted to absolve the Property Manager from liability due to errors and omissions.

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF THE PROPERTY MANAGER

3.1 **Scope of Services**

- (a) This professional services agreement between the Commission and the Property Manager is for performance of the Services necessary for the operation, maintenance and management of the Property. This description of Services is intended to be general in nature and is neither a complete description of the Services nor a limitation on the Services that the Property Manager is to provide under this Agreement.
- (b) The **Property Manager** must provide the Services in accordance with the standards of performance set forth in **Section 3.3**. The Services that the Property Manager must provide include those described in **EXHIBIT 1A - Scope of Services** which is attached to this Agreement and incorporated by reference as if fully set forth here.
- (c) The General Manager, Key Personnel and personnel engaged in performing or knowledgeable of the Services will attend the Monthly Meetings unless excused by the Executive Director. The Property Manager will present Deliverables including those listed in **EXHIBIT 1A – Scope of Services**, take the minutes and distribute the minutes within 5 days of the meeting.
- (d) The Property Manager must notify the Executive Director as promptly as practicable in the event the Property Manager obtains knowledge of an issue or circumstances which could result in a delay in the performance of Services, damage to the Property or disruption of Services to Property occupants.

3.2 Deliverables

- (a) In carrying out its Services, the Property Manager must prepare or provide to the Executive Director various Deliverables as described in EXHIBIT 1A - Scope of Services.
- (b) The Executive Director may reject Deliverables that fail to comply with the requirements of this Agreement. If the Executive Director determines that the Property Manager has failed to comply with the standards set forth in Section 3.3, he will notify the Property Manager. If the Property Manager does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the Executive Director specifying the failure, then the Executive Director, by written notice, may treat the failure as a default of this Agreement under Section 9.1.
- (c) Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the Commission and when consented to in advance by the Executive Director. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve the Property Manager of its obligations under this Agreement.

3.3 Standard of Performance

- (a) The **Property Manager** must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a professional firm or individual performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. The Property Manager acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and with respect to that information; the Property Manager agrees to be held to the standard of care of a fiduciary.
- (b) The Property Manager must assure the Commission that all Services 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. The Property Manager must provide copies of any such licenses. The Property Manager remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by the Property Manager or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement.
- (c) If the Property Manager fails to comply with the foregoing standards, the Property Manager 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 Executive Director does not relieve the Property Manager of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the Commission's rights against the Property Manager either under this Agreement, at law or in equity.

(d) **Compliance with The Chicago Standard**

In 2004, the City of Chicago has adopted **The Chicago Standard**, a set of construction standards for public buildings. The Chicago Standard was developed to guide the design, construction and renovation of municipal facilities in a manner that provides healthier indoor environments, reduces operating costs and conserves energy resources. It also includes provisions for outfitting, operating and maintaining those facilities. The Chicago Standard takes advantage of new building technologies and practices to enhance the well-being and quality of life of everyone working in and using these buildings, as well as the neighborhoods in which they are located. The Property Manager will adhere to The Chicago Standard as it applies to existing buildings in performing the Services.

(e) **Landmarks Ordinance**

On November 6, 2002, the Richard J. Daley Center was designated a Chicago Landmark. The Property Manager will comply with the applicable ordinances, rules and regulations for a designated Chicago Landmark in the operation, maintenance and improvement of the Property.

(f) **Life Safety Evaluation**

In 2005, a Life Safety Evaluation was performed on the Property pursuant to the Chicago Building Code and Section 13-196-206 of the Municipal Code of the City of Chicago. The Property Manager will implement the requirements, programs and policies determined by the Commission based on the results of that evaluation.

(g) **Energy Conservation Ordinance**

Whenever the Services require addition or alteration of existing buildings and structures or portion thereof, the Property Manager must comply with the provisions of the Energy Conservation Ordinance, Chapter 18-13 of the Municipal Code of Chicago. The Property Manager must select and/or recommend for installation by contractor energy-efficient mechanical, water-heating, electrical distribution and illumination systems and equipment for the effective use of energy.

3.4 Personnel

(a) **General.**

The Property Manager must investigate, evaluate, employ or engage, compensate, supervise and discharge, such employees and personnel as may be required in the discretion of the Property Manager for the proper management, operation and maintenance of the Property, performance of the Services and the protection of the Commission's interests in the Property. All such employees will be employees of the Property Manager or of a third party contractor engaged by the Property Manager and not of the Commission.

(b) **Adequate Staffing.**

The Property Manager must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent and trustworthy personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. The Property Manager staffing levels and resources for the Property are expected to fluctuate based on the Commission's annual needs. The Property Manager must include among its staff the Key Personnel and positions as identified in **Section 3.5(c)** below. The level of staffing may be revised from time to time by notice in writing from the Property Manager to the Executive Director and with written consent of the Executive Director, which consent the Executive Director will not unreasonably withhold.

(c) **Key Personnel**

The Property Manager must not reassign or replace Key Personnel without the written consent of the Executive Director, which consent the Executive Director will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of **Section 3.4**. The Executive Director may at any time in writing notify the Property Manager that the Executive Director will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice the Property Manager must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. Key Personnel, if any, are identified in **EXHIBIT 8 – Key Personnel**.

(d) **Salaries and Wages**

The Property Manager and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on

any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement the Property Manager underpays any such salaries or wages, the Executive

Director may withhold, out of payments due to the Property Manager, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Executive Director for and on account of the Property Manager to the respective employees to whom they are due, as determined by the Executive Director in her sole discretion. The parties acknowledge that this **Section 3.5(d)** is solely for the benefit of the Commission and that it does not grant any third party beneficiary rights. Property Manager will be notified prior to payment of wages to provide evidence of proper payment of wages.

3.5 Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, the Property Manager must use every reasonable effort to utilize minority business enterprises for not less than an aggregate of 30% of the value of the Services, in accordance with the 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, other than construction contracts, awarded by the Commission and to furnish to the Executive Director, such reports and other information concerning compliance with such Resolution as may be requested by the Executive Director from time to time, except to the extent waived by the Commission. The completed Attachments, **ATTACHMENT E – Disclosure of Retained Parties**, and **ATTACHMENT C – Special Conditions RE: MBE/WBE Utilization**, executed by each such firm, and are a part of this Agreement, upon acceptance by the Executive Director. The Property Manager must utilize minority and women's business enterprises at the greater of the amounts or the percentages listed in those Exhibits as applied to all payments received from the Commission.

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, the Property Manager acknowledges and agrees that they are familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.

3.6 Insurance

The Property Manager must purchase and maintain at all times during the term of this Agreement and any time period following expiration if the Property Manager is required to return and perform any of the Services or Additional Services under this Agreement, for the benefit of the Commission the insurance coverage set forth in **ATTACHMENT D – Insurance Requirements and Evidence of Insurance** of this Agreement.

3.7 Indemnification

- (a) **Professional Indemnity.** For claims alleging professional negligence, Property Manager must defend, indemnify and hold the Commission and its respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, court costs and expert's fees, that may arise out of the Property Manager's negligent acts, errors and omissions and misconduct in the Property Manager's performance under this Agreement or the performance of any Subcontractor retained by the Property Manager in connection with this Agreement.
- (b) **General Indemnity.** For all other claims, the Property Manager must protect, defend, indemnify, hold the Commission and its respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, court costs and expert's fees, 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 the

Property Manager's performance under this agreement or any Subcontractor retained by the Property Manager in connection with this **Agreement**.

- (c) The indemnification obligations provided in this Section 3.7 will be effective to the maximum extent permitted by law. This indemnity extends to all legal costs, including, without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees or other expenses incurred by the Indemnified Party(ies), including but not limited to reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this **Agreement**. Further, the indemnity contained in this section will survive the expiration or termination of this **Agreement**. For claims subject to the general indemnity, the Property Manager shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, Subcontractor, agents or servants of the Property Manager even though the claimant may allege that the Indemnified Parties were in charge of the Services or allege negligence on the part of the Indemnified Parties. The Indemnified Party/Parties will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Property Manager of its obligations hereunder.

To the extent permissible by law, the Property Manager waives any limits to the amount of its obligations to indemnify or contribute to any sums due pursuant to Property Manager's obligations. Notwithstanding the forgoing, nothing in this Section 3.7 obligates the Property Manager to indemnify an Indemnified Party for the Indemnified Party's own negligence or willful misconduct. Defense costs shall be allocated on a comparable fault basis.

3.8 Environmental Covenants

- (a) The Property Manager will:
- (i) use every reasonable effort to cause the Property to be kept in material compliance with all environmental requirements;
 - (ii) not store or use, and will use every reasonable effort to prevent any other party from storing or using, any Hazardous Materials (as defined herein) at the Property other than those required for and in the amounts appropriate for standard commercial maintenance operations for similar property;
 - (iii) thoroughly and systematically inspect the Property from time to time to determine if to the best of its knowledge, any Hazardous Materials exist on the Property and whether the Property complies with the environmental requirements and promptly thereafter notify the Commission of any situation known to the Property Manager which exists at the Property which would indicate the presence of Hazardous Materials or the noncompliance of the Property with the environmental requirements;
 - (iv) coordinate with any environmental firms or other contractors hired by the Property Manager, with the prior written approval of the Commission, to deal with any situation involving Hazardous Materials or a potential violation of environmental requirements at the Property; and
 - (v) use every reasonable effort to comply with any procedures for the Property which the Commission may reasonably request.
- (b) The Property Manager will be deemed to have used every reasonable effort to cause the Property to be kept in material compliance with all environmental requirements if, not less often than once each year during the term of the Agreement, the Property Manager engages a reputable environmental engineer or consultant approved by the Commission to perform an environmental assessment of the Property and promptly advises the Commission of any recommendations of such environmental engineer or consultant with respect to the maintenance, repair or remediation of the Property.
- (c) The Property Manager will be deemed to have used every reasonable effort to prevent any other party from storing or using any Hazardous Material at the Property other than those required for and in amounts appropriate for standard commercial maintenance operations, if, at the time the Property Manager learns

of such storage or use of Hazardous Materials, the Property Manager promptly notifies and advises the Commission of the Property Manager's recommendations with respect thereto.

3.9 **Environmental Indemnification**

- (a) The Property Manager will indemnify, defend, protect and hold the Commission harmless against any and all Losses that the Commission may sustain as a result of or in connection with the failure by the Property Manager to perform any of its obligations pursuant to any of the Environmental Covenants contained in Section 3.8.
- (b) The Property Manager will not be liable for, and the Commission will indemnify the Property Manager for Losses that arise from violations of Environmental Covenants, which:
 - (i) arose prior to the date of the Agreement;
 - (ii) are not discovered by the Property Manager after diligent inspection of the Property pursuant to the Agreement or in the course of the proper performance of its obligations under the Agreement; provided, however, that if the Commission or an environmental engineer discloses to the Property Manager the existence of any Hazardous Material or a violation of any environmental requirements, the Property Manager will be responsible for the Losses that arise from its failure to properly perform its obligations under the Agreement with respect thereto;
 - (iii) are known to the Commission but not to the Property Manager;
 - (iv) are disclosed in the Environmental Audit (as defined below);
 - (v) caused by the Commission's failure to comply with any specific recommendation made by the Property Manager or any environmental engineer regarding compliance with any of the environmental requirements;
 - (vi) caused by the Property Manager's inability to comply with the environmental requirements because of the unavailability of funds from the Commission, provided that the Property Manager has specifically notified the Commission in writing of such need for funds and the Commission has failed to provide such funds within a reasonable time after such notice;
 - (vii) caused by any action taken by the Property Manager in accordance with the express recommendation or at the direction of the Commission;
 - (viii) result from the failure of the Property Manager to act if such failure to act is in accordance with the express recommendation or at the direction of the Commission;
 - (ix) may result from any action taken by the Property Manager in accordance with the recommendation of any environmental engineer retained by the Commission or by the Property Manager with the Commission's approval pursuant to the Agreement.
- (c) **Definitions.**
 - (i) The term "Environmental Requirements" as used in **Section 3** will mean all applicable federal, state and local environmental, health or safety laws, ordinances, rules and regulations and rules of common law, including but not limited to: (a) all laws and regulations governing the generation, use, collection, treatment, storage, transportation, recovery, removal, discharge or disposal of Hazardous Materials; (b) all laws and regulations governing the generation, treatment, storage, discharge or disposal of wastewater as provided under the Clean Water Act, as amended 22 U.S.C. § 1251, et seq., and any amendments there to and regulations thereunder; (c) all laws and regulations governing the generation treatment, emission or discharge of atmospheric pollutants as provided under the Clean Air Act as amended. 42 U.S.C. § 7401, et seq., and any amendments thereto and regulations thereunder; (d) all laws and regulations relating to Asbestos; and (e) all laws and regulations governing the collection, treatment, handling, disposal, discharge, storage, transportation or removal of polychlorinated biphenyls ("PCB's"), chlorofluorocarbons, and any

"new" chemicals as provided for under the Federal Toxic Substance and Control Act, 15 U.S.C. §§ 2501-2529, and any amendments thereto and regulations thereunder.

- (ii) "Hazardous Materials" means any toxic or hazardous wastes, pollutants or substances, including, without limitation, Asbestos, PCBs, petroleum products and by-products, substances defined or listed as hazardous substances or toxic substances or similarly identified in or pursuant to the Comprehensive Environmental Response, compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 1802, et seq., hazardous wastes identified in or pursuant to The Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. § 2601 et seq., any toxic pollutant under the Clean Water Act, 33 U.S.C. §1251 et seq., as amended, any hazardous air pollutant under the Clean Air Act, 42 U.S.C. § 7401 et seq., and any hazardous or toxic substance or pollutant defined and regulated under any other applicable federal, state or local Environmental Requirements.
- (iii) The term "Asbestos" as used herein means actinolite, amosite, anthophyllite, chrysotile, crocidolite and tremolite, and also any waste which contains commercial asbestos including asbestos mill tailings, control device asbestos waste, friable asbestos waste material, and bags or containers that previously contained commercial asbestos, as set out in the Code of Federal Regulations, 40 C.F. R. § 61.141 (1988) and any amendment thereto or other Environmental Requirements, as defined herein.

3.10 Indemnity by Third Parties

The Commission may require, by appropriate provision in contracts let by the Commission after the date of this Agreement with respect to the Property that the contractor(s) and consultant(s) under such contracts must indemnify, save and hold harmless the Commission and the Property Manager, and each of them, and their respective commissioners, board members, officers, officials and employees, from all claims, demands, suits, actions, losses, costs and the like, of every nature and description, made or instituted by third parties, arising or alleged to arise out of the work under such contract, and that the contractor(s) and consultant(s) under such contracts will purchase and maintain during the life of such contract such insurance as the Commission may require. The amount and insurer for such insurance are subject to approval by the Commission.

3.11 Ownership of Documents

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to the Property Manager under this Agreement are property of the Commission, including, as further described in Section 3.12 below, all copyrights inherent in them or their preparation. During performance of its Services, the Property Manager is responsible for any loss or damage to the Deliverables, data, findings or information while in the Property Manager's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of the Property Manager. If not restorable, the Property Manager must bear the cost of replacement and of any loss suffered by the Commission on account of the destruction, as provided in **Section 3.7**.

3.12 Copyright Ownership

- (a) The Property Manager and the Commission intend that, to the extent permitted by law, the Deliverables to be produced by the Property Manager at the Commission's instance and expense under this Agreement are conclusively deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. '101 et seq., and that the Commission will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

- (b) To the extent that any Deliverable does not qualify as a "work made for hire," the Property Manager hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the Commission under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. The Property Manager must, and must cause all of its Subcontractors, employees, agents and other persons within its control to execute all documents and perform all acts that the Commission may reasonably request in order to assist the Commission in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the Property Manager. The Property Manager warrants to the Commission, its successors and assigns, that on the date of transfer the Property Manager is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. The Property Manager further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. The Property Manager warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

3.13 Records and Audits

(a) Records

- (i) The Property Manager must deliver or cause to be delivered to the Executive Director all documents, including all Deliverables prepared for the Commission under the terms of this Agreement, to the Executive Director promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. In the event of the failure by the Property Manager to make such delivery upon demand, then and in that event, the Property Manager must pay to the Commission any damages the Commission may sustain by reason of the Property Manager's failure.
- (ii) The Property Manager must maintain any such records including Deliverables not delivered to the Executive Director or demanded by the Executive Director for a period of 5 years after the final payment made in connection with this Agreement. The Property Manager must not dispose of such documents following the expiration of this period without notification to and prior written approval from the Executive Director in accordance with Article 11.

(b) Audits

- (i) The Property Manager and any of the Property Manager's Subcontractors must furnish the Executive Director with all information that may be requested pertaining to the performance and cost of the Services. The Property Manager must maintain records showing actual time devoted and costs incurred. The Property Manager must keep books, documents, paper, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the Executive Director at reasonable times during the performance of its Services.
- (ii) To the extent that the Property Manager conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Property Manager must maintain and make similarly available to the Executive Director detailed records supporting the Property Manager's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

- (iii) The Property Manager must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.
- (iv) No provision in this Agreement granting the Commission a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the Commission would have had in the absence of such provisions.
- (v) The Commission may in its sole discretion audit the records of the Property Manager or its Subcontractors, or both, at any time during the term of this Agreement or within 5 years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period". If, as a result of such an audit, it is determined that the Property Manager or any of its Subcontractors has overcharged the Commission in the audited period, the Executive Director will notify the Property Manager. The Property Manager must then promptly reimburse the Commission for any amounts the Commission has paid the Property Manager due to the overcharges and also some or all of the cost of the audit, as follows:
 - (1) If the audit has revealed overcharges to the Commission representing less than 5% of the total value, based on the Agreement prices of Services provided in the audited period, then the Property Manager must reimburse the Commission for 50% of the reasonable out-of-pocket cost of the audit;
 - (2) If, however, the audit has revealed overcharges to the Commission representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Property Manager must reimburse the Commission for the full reasonable out-of-pocket cost of the audit.
- (c) Failure of the Property Manager to reimburse the Commission in accordance with **Section (a) or (b)** above is an event of default under Section 9.1 of this Agreement, and the Property Manager will be liable for all of the Commission's costs of collection, including any court costs and attorneys' fees.

3.14 Confidentiality

- (a) Unless agreed otherwise by the Commission in writing, all Property Data are the property of the Commission and are confidential. The Property Manager will, unless specifically authorized by the Commission in writing or required by law, make Property Data available only to the Executive Director and, on a need-to-know basis, the Property Manager's employees and Subcontractors. The Property Manager acknowledges that Property Data may contain information vital to the security of a specific Project. If the Property Manager fails to safeguard the confidentiality of such data after being duly informed, the Property Manager is liable for the reasonable costs of actions taken by the Executive Director, in her sole discretion, determines to be necessary as a result, including the design and construction of improvements, procurement and installation of security devices, and posting of guards.
- (b) Except as authorized in writing by the Executive Director, the Property Manager must not issue any publicity, news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the Project to which the Services pertain.
- (c) If the Property Manager is presented with a subpoena or a request by an administrative agency regarding Property Data, the Property Manager must promptly give notice to the Executive Director with the understanding that the Commission will have the opportunity to contest such process by any means available to it before any Property Data are submitted to the court, administrative agency, or other third party. The Property Manager, however, is not obligated to withhold the delivery beyond the time ordered

by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

- (d) The Property Manager must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by paragraphs (a), (b) and (c) of this section and any other confidentiality provisions in this Agreement.

3.15 Assignments and Subcontracts

- (a) The Property Manager must not assign, delegate or otherwise transfer (including transfers which arise by operation of law, change of control, merger or consolidation) all or any part of its rights or obligations under this Agreement or any part of it, unless otherwise provided for in this Agreement or without the express written consent of the Commission. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the Executive Director relieve the Property Manager of any of its obligations or liabilities under this Agreement.
- (b) All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to observe or perform the terms and conditions of this Agreement to the satisfaction of the Commission, the Commission has the absolute right upon written notification, given by the Executive Director, to immediately rescind approval and to require the performance of this Agreement by the Property Manager directly or through any other Commission-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve the Property Manager of any of its obligations or liabilities under this Agreement.
- (c) Except with the prior written approval of the Commission, the Property Manager will not employ any corporation or entity in which the Property Manager has a financial interest for the purpose of performing any work in connection with maintenance, repairs or Construction Work, including serving as a general contractor in connection with such work.
- (d) The Property Manager, upon entering into any agreement with a Subcontractor, must furnish a copy of that agreement to the Commission upon request of the Executive Director. All subcontracts must contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms of this Agreement and are subject to the approval of the Commission. If the agreements do not prejudice any of the Commission's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.
- (e) The Property Manager must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the Commission. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to the Property Manager under this Agreement, without such prior written approval, has no effect upon the Commission.
- (f) The Commission reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

ARTICLE 4. TERM OF PERFORMANCE

4.1 Term of Performance

This Agreement takes effect as of the date on the Execution Page ("**Effective Date**") and continues for **three years** (3 years) or until this Agreement is terminated in accordance with its terms, whichever occurs first. This Agreement is subject to the Commission's right to extend it under **Section 4.2**.

4.2 Agreement Extension Option

The Commission may elect to extend this Agreement for one or more times for up to 2 years in the aggregate under the same terms and conditions as this original Agreement, by notice in writing to the Property Manager.

ARTICLE 5. COMPENSATION

5.1 Basis of Payment

The Commission will pay the Property Manager according to the Schedule of Compensation in EXHIBIT 1 – Cost Proposal Summary/Compensation for the satisfactory performance of the Services.

5.2 Method of Payment

The Property Manager must submit original monthly invoices to the Executive Director for labor and other direct costs as billed, as outlined in EXHIBIT 1 – Cost Proposal Summary/Compensation. The invoices must be in such detail as the Executive Director requests. The Executive Director will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the Executive Director to verify the Services provided under this Agreement.

5.3 Non-Appropriation

- (a) If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Commission for payments to be made under this Agreement, then the Executive Director will notify the Property Manager in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted.
- (b) Payments for Services completed to the date of notification will be made to the Property Manager except that no payments will be made or due to the Property Manager under this Agreement beyond those amounts appropriated and budgeted by the Commission to fund payments under this Agreement.
- (c) The Commission's liability hereunder is limited to the funds allocated to the Commission for the management and operation of the Property.

ARTICLE 6. DISPUTES

6.1 General

- (a) All disputes arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including questions concerning allowability of compensation, and all claims for alleged breach of contract will be presented at the Monthly Meeting following knowledge of the event.
- (b) Except as otherwise provided in this Agreement, the Property Manager may present disputes to the Executive Director for final determination.
- (c) The sole and exclusive remedy to challenge the final determination of the Executive Director is judicial review by means of a common law writ of certiorari.

6.2 Procedure

- (a) The Property Manager will make all requests for determination of disputes in writing, specifically referencing this Section, and will include:
 - (i) the issue(s) presented for resolution;
 - (ii) a statement of the position of Property Manager;
 - (iii) the facts underlying the dispute;
 - (iv) reference to the applicable provisions of this Agreement by page and section;

- (v) identification of any other parties believed to be necessary to the resolution;
 - (vi) all documentation which describes and relates to the dispute; and
 - (vii) if the request is to the Executive Director for final determination, include a copy of the minutes from the Monthly Meeting at which the issue(s) was presented.
- (b) The Executive Director may thereafter reach his determination in accordance with such other information or assistance as may be deemed reasonable, necessary or desirable.

6.3 Effect

- (a) The Executive Director's final determination will be rendered in writing no more than 45 business days after receipt by the Executive Director, unless the Executive Director notifies Property Manager that additional time for the final determination is necessary. The Executive Director's final determination will be conclusive, final, and binding on all parties.
- (b) The Property Manager must follow the procedures set out in this Section and receive the Executive Director's final determination as a condition precedent to filing a complaint in the Circuit Court of Cook County or pursuing any alternative dispute resolution procedure that may be agreed by the parties.
- (c) The Property Manager will not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period.

6.4 Property Manager Self-Help Prohibited

- (a) The Property Manager must never withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices, make timely recommendations on claims, or promptly to issue other appropriate approvals needed by others where doing so would potentially harm third parties, such as Subcontractors, a General Contractor, or its subcontractors. Doing so to gain potential leverage in negotiating or settling Property Manager's claims against the Commission will be considered to be bad faith on Property Manager's part.
- (b) This provision is not intended to prohibit Property Manager from exercising its well-considered professional judgment in carrying out its duties and responsibilities under this Agreement.

6.5 No Liens

The Property Manager waives and releases, for itself and its successors, assigns, legal representatives and subcontractors, any claim of a lien of charge against the Property with respect to Services performed or monies or other consideration due under this Agreement.

ARTICLE 7. COMPLIANCE WITH ALL LAWS

7.1 Compliance with All Laws Generally

- (a) The Property Manager must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances, executive orders and regulations in effect now or later and whether or not they appear in this Agreement, including those set forth in this **Article 7**, and the Property Manager must pay all taxes and obtain all licenses, certificates and other authorizations required by them. The Property Manager must require and direct all Subcontractors to do so, also. In the absence of a Subcontractors' compliance, the Property Manager must terminate them
- (b) The Property Manager must execute and must cause any Subcontractors to execute a Disclosure Affidavit in the form attached to this Agreement as **ATTACHMENT E – Disclosure Affidavit**. The Property Manager and Subcontractors must keep current the information provided in the Disclosure Affidavit during the term of this Agreement. Notwithstanding acceptance by the Executive Director of the Disclosure Affidavit, failure of the Property Manager's Disclosure Affidavit to include all information renders this Agreement voidable at the option of the Commission.

- (c) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to:
 - (i) the statute or law as it may be amended from time to time;
 - (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and
 - (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

7.2 Nondiscrimination

- (a) In performing its Services under this Agreement, the Property Manager must comply with applicable laws prohibiting discrimination against individuals and groups.
- (b) In performing under this Agreement, the Property Manager must not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, color, creed, national origin, gender, age, or disability, or otherwise commit an unfair labor practice.
- (c) The Property Manager certifies that it is familiar with, and will comply with, all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 42 U.S.C. §§ 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); 41 C.F.R. § 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 et seq. (1990); the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; the Environmental Barriers Act., 410 ILCS 25/1 et seq; and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended.
- (d) The Property Manager will furnish such reports and information as may be requested by the Executive Director, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above mentioned laws and regulations.
- (e) The Property Manager certifies that it is familiar with, and will comply with, all applicable provisions of 820 ILCS 130/0.01 through 130/12 (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).
- (f) The Property Manager will also comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of 1986, 41 U.S.C. §§ 51-58 (1992); 18 U.S.C. § 874 (1992); 40 U.S.C. § 276c (1986) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, any direct or indirect "kick-back" is made, as defined in any of the above mentioned laws and regulations, the Commission may withhold from the Property Manager, out of payments due to the Property Manager, an amount sufficient to pay any underpaid employees the difference between the salaries required to be paid under the law and this Agreement and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the Commission for and on account of the Property Manager to the respective employees to whom they are due, as determined by the Executive Director in her sole discretion.
- (g) The Property Manager must incorporate all of this Section 7.2 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor or that may provide any such materials.

7.3 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by

either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

ARTICLE 8. SPECIAL CONDITIONS

8.1 Warranties and Representations

In connection with signing and carrying out this Agreement, the Property Manager:

- (a) warrants that the Property Manager is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which the Property Manager is not appropriately licensed;
- (b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and the Property Manager is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- (c) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- (d) warrants that the Property Manager and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Executive Director to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the Commission;
- (e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and the Property Manager warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- (f) represents that the Property Manager and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;
- (g) warrants that neither the Property Manager nor any affiliate of the Property Manager is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the Commission may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

For purposes of this subparagraph (g) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity will be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise; and

- (h) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3 of this Agreement.

8.2 Ethics

In addition to the foregoing warranties and representations, the Property Manager warrants:

- (a) that it 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 http://pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_eCr_CodeofEthicsConsolApril-2013_20130405.pdf, and is incorporated into this Agreement by reference.
- (b) no officer, agent or employee of the Commission is employed by the Property Manager or has a financial interest or economic interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement pursuant to the Code of Ethics Resolution passed by the Commission.
- (c) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime the Property Manager or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.
- (d) The Property Manager further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of the Code of Ethics Resolution passed by the Commission is voidable as to the Commission.

8.3 Joint and Several Liability

If the Property Manager, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and every obligation or undertaking in this Agreement to be fulfilled or performed by the Property Manager is the joint and several obligation or undertaking of each such individual or other legal entity.

8.4 Business Documents

At the request of the Executive Director, the Property Manager must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

8.5 Conflicts of Interest

- (a) No Commissioner, employee, officer, or official of the Commission who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City Of Chicago or City Of Chicago employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

The Property Manager covenants that it, and to the best of its knowledge and after diligent inquiry, its Subcontractors if any (Property Manager and its Subcontractors will be collectively referred to in this **Section 8.5** only as "Consulting Parties"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

- (b) Upon the request of the Executive Director, Consulting Parties must disclose their past client lists and the names of any clients with whom they have an ongoing relationship to the Executive Director. Consulting Parties are not permitted to perform any Services for the Commission on applications or other documents submitted to the Executive Director by any of Consulting Parties' past or present clients. If Consulting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the Executive Director.
- (c) Without limiting the foregoing, if the Consulting Parties assist the Commission in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the Commission in reviewing the proposals or bids for the project if none of the

Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- (d) The Property Manager further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as described in Section 3.14 of this Agreement. If the Executive Director in his reasonable judgment, determines that any of Consulting Parties' Services for others conflict with the Services they are to render for the Commission under this Agreement, Consulting Parties must terminate such other services immediately upon request of the **Executive Director**.

8.6 Non-Liability of Public Officials

The Property Manager and any assignee or Subcontractor of the Property Manager must not charge any Commissioner, employee, officer or official of the Commission personally with any liability or expenses of defense or hold any Commissioner, employee, officer or official of the Commission personally liable to them under any term or provision of this Agreement or because of the Commission's execution, attempted execution or any breach of this Agreement or for any other reason whatsoever.

8.7 Security

- (a) The Property Manager, Subcontractors, their respective employees, invitees and all other persons under the control of the Property Manager must comply strictly and faithfully with any and all rules, regulations and directions with regard to security, safety, maintenance and operation of the Property and must promptly report any information regarding suspected violations in accordance with those rules and regulations.
- (b) When the Property requires additional security, including the use of Security Badges, the Property Manager will work with the Executive Director to develop specific security procedures. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. The Property Manager will be jointly and severally liable for any fines imposed on any person working on its behalf.

ARTICLE 9. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

9.1 Events of Default

Each of the following occurrences constitutes an Event of Default by the Property Manager under this Agreement:

- (a) Failure or refusal on the part of the Property Manager to duly observe or perform any obligation or agreement on the part of the Property Manager contained in this Agreement, which failure or refusal continues for a period of 10 days (or such longer period as the Executive Director in her sole discretion, may determine if such failure is not capable of being cured within such 10-day period) after the date on which written notice of it has been given to the Property Manager by the Executive Director;
- (b) A materially false representation or warranty by the Property Manager in this Agreement or throughout the performance of the Services.
- (c) The Property Manager 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 will take any action in furtherance of any of the foregoing;

- (d) Any proceeding is commenced against the Property Manager 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 60 days following commencement of the proceeding, or appointment of, without the Property Manager's consent or acquiescence, any trustee, receiver, liquidator or other custodian of all or any substantial part of the Property Manager's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days of the appointment.
- (e) The Property Manager's material failure to perform any of its obligations under this Agreement including:
 - (i) Failure due to a reason or circumstance within the Property Manager's reasonable control to perform the Services with sufficient personnel, and equipment or with sufficient material to ensure the performance of the Services;
 - (ii) Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (iii) Failure to promptly re-perform within a reasonable time the Services that were rejected per the Terms of this Agreement;
 - (iv) Discontinuance of the Services for reasons within the Property Manager's reasonable control;
 - (v) Failure to comply with a material term of this Agreement, including the provisions concerning insurance and nondiscrimination;
 - (vi) Any change in ownership or control of the Property Manager without prior written approval of the Executive Director which approval the Executive Director will not unreasonably withhold;
 - (vii) The Property Manager's default under any other agreement it presently may have or may enter into with the Commission. The Property Manager acknowledges that in event of a default under this Agreement the Executive Director may also declare a default under any such other agreements.
 - (viii) Failure to comply with Section 7.1 in the performance of the Agreement.

9.2 Remedies

- (a) If an Event of Default occurs and continues beyond any applicable cure periods, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and has, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to Property Manager, in which event the Commission has no further obligations hereunder or liability to Property Manager except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No courses of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right will operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.
- (b) The occurrence of any event of default permits the Executive Director, to declare the Property Manager in default. The Executive Director may in her sole discretion give the Property Manager an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Executive Director. Whether to declare the Property Manager in default is within the sole discretion of the Executive Director and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.
- (c) The Executive Director will give the Property Manager written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Executive Director gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Executive Director may give a Default Notice if the Property Manager fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with

intent to terminate is given as provided in this **Section 9.2** and **Article 11**, the Property Manager must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the Executive Director. After a Default Notice is issued by the Executive Director, the Commission may invoke any or all of the following remedies:

- (i) The right to take over and complete the Services, or any part of them, at the Property Manager's expense and as agent for the Property Manager, either directly or through others, and bill the Property Manager for the cost of the Services, and the Property Manager must pay the difference between the total amount of this bill and the amount the Commission would have paid the Property Manager under the terms and conditions of this Agreement for the Services that were assumed by the Commission as agent for the Property Manager under this **Section 9.2**;
 - (ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the Executive Director;
 - (iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
 - (iv) The right to monetary damages;
 - (v) The right to withhold all or any part of the Property Manager's compensation under this Agreement;
 - (vi) The right to deem the Property Manager non-responsible in future contracts to be awarded by the Commission.
- (d) If the Executive Director considers it to be in the Commission's best interests, she may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Commission and that if the Executive Director permits the Property Manager to continue to provide the Services despite one or more events of default, the Property Manager is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the Commission waive or relinquish any of its rights.

9.3 Remedies Not Exclusive

No right or remedy in this Agreement conferred upon or reserved to the Commission is exclusive of any right or remedy provided or permitted under this Agreement or by law or equity, but each is cumulative of every other right or remedy given in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the Executive Director considers expedient.

9.4 Early Termination or Suspension

- (a) In addition to termination under **Sections 9.1** and **9.2** of this Agreement, the Commission may terminate or suspend this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the Executive Director to the Property Manager. The Executive Director will give notice to the Property Manager in accordance with the provisions of **Article 11**. The effective date of early termination or suspension will be the date the notice is received by the Property Manager or the date stated in the notice, whichever is later. Occupation by the Property Manager or agent of any space within the Property, whether by lease or practice is co-terminus with the Agreement.
- (b) Early termination or suspension of this Agreement does not relieve the Property Manager from liability for the performance of any obligations of the Property Manager under the Agreement performed or to have been performed by the Property Manager on or before the effective date of early termination or suspension.

- (c) In no event will the Commission be liable to the Property Manager for any loss, cost or damage which the Property Manager or any other party may sustain by reason of the Commission terminating or suspending the Agreement as provided by the Agreement.
- (d) Provided that the Property Manager is not in default under this Agreement at the time of early termination or suspension, the Commission will pay to the Property Manager, in accordance with the Terms of this Agreement, all compensation and reimbursements due to the Property Manager for periods up to the effective date of early termination or suspension.
- (e) The Executive Director and the Property Manager must agree on the amount of compensation to be paid to the Property Manager, but if not agreed on, the dispute must be settled in accordance with **Article 6** of this Agreement. The payment so made to the Property Manager is in full settlement for all Services satisfactorily performed under this Agreement.
- (f) The Property Manager must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Commission arising from termination of subcontracts after the early termination. The Property Manager will not be entitled to make any early termination claims against the Commission resulting from any Subcontractor's claims against the Property Manager or the Commission to the extent inconsistent with this provision.
- (g) If the Commission's election to terminate this Agreement for default under **Sections 9.1 and 9.2** is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this **Section 9.4**.

9.5 Right to Offset

- (a) In connection with performance under this Agreement, the Commission may offset any excess costs incurred if the Commission:
 - (i) terminates this Agreement for default or any other reason resulting from the Property Manager's performance or non-performance;
 - (ii) exercises any of its remedies under **Section 9.2** of this Agreement; or
 - (iii) has any credits due or has made any overpayments under this Agreement.
- (b) The Commission may offset these excess costs by use of any payment due for Services completed before the Commission terminated this Agreement or before the Commission exercised any remedies. If the amount offset is insufficient to cover those excess costs, the Property Manager is liable for and must promptly remit to the Commission the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the Commission.
- (c) No such debt(s) will be offset from the price or compensation due under this Agreement if the Property Manager:
 - (i) is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
 - (ii) has filed a petition in bankruptcy and the debts owed the Commission are dischargeable in bankruptcy.
- (d) In connection with any liquidated or un-liquidated claims against the Property Manager, without breaching this Agreement, the Commission may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or un-liquidated claims that the Commission has against the Property Manager unrelated to this Agreement.
- (e) When the Commission's claims against the Property Manager are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the Commission will reimburse the Property Manager to the

extent of the amount the Commission has offset against this Agreement inconsistently with such determination or resolution.

9.6 Force Majeure

Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform will 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 Property Manager under this Agreement for the duration of the force majeure. The Commission will not be obligated to pay for the Services to the extent and for the duration that performance of the Services is delayed or prevented by force majeure, but provided the Property Manager is not in default of any obligation of the Property Manager under this Agreement, the Commission will pay to the Property Manager, according to the terms of this Agreement, all compensation and reimbursements due to the Property Manager for periods up to the effective date of suspension. The term "force majeure" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to: extraordinary acts of nature, such as tornadoes; or of people, such as acts of terrorism; or of governments, such as imposition of martial law. The term does not include, for example, typical Chicago inclement weather (i.e. weather the severity of which is less than a standard deviation from the 5-year mean for the O'Hare, as established by the National Oceanic and Atmospheric Administration) or labor force strikes.

ARTICLE 10. GENERAL CONDITIONS

10.1 Entire Agreement

(a) General

This Agreement, and the Exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other terms, conditions, warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement.

(b) No Collateral Agreements

The Property Manager acknowledges that, except only for those representations, statements or promises contained in this Agreement and the Exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the Commission, its respective Commissioners, officers, officials and employees, has induced the Property Manager to enter into this Agreement or has been relied upon by the Property Manager, including any with reference to:

- (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (ii) the nature of the Services to be performed;
- (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (iv) the general conditions which may in any way affect this Agreement or its performance;
- (v) the compensation provisions of this Agreement; or
- (vi) any other matters, whether similar to or different from those referred to in (i) through (v) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

(c) No Omissions

The Property Manager acknowledges that the Property Manager was given ample opportunity and time and was requested by the Commission to review thoroughly all documents forming this Agreement before

signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. The Property Manager did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, the Property Manager relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

10.2 Counterparts

This Agreement is comprised of 2 identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

10.3 Amendments

- (a) Except as provided in this **Section 10.3** of this Agreement, no changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of the Property Manager and by the Commission. The Commission incurs no liability for Additional Services without a written amendment to this Agreement under this **Section 10.3**.
- (b) Whenever in this Agreement the Property Manager is required to obtain prior written approval, the effect of any approval that may be granted pursuant to the Property Manager's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

10.4 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Property Manager irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on the Property Manager may be made, at the option of the Commission, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by the Property Manager, or by personal delivery on any officer, director, or managing or general agent of the Property Manager. If any action is brought by the Property Manager against the Commission concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

10.5 Severability

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

10.6 Assigns

Except as otherwise provided in this Agreement, all of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

10.7 Cooperation

The Property Manager must at all times cooperate fully with the Executive Director and act in the Commission's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Property Manager must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Commission in connection with the termination or expiration, including those requirements described in EXHIBIT 1A – Scope of Services.

10.8 Waiver

- (a) Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.
- (b) The waiver by either party of any breach of this Agreement will not constitute a waiver as to any succeeding breach.

10.9 Independent Contractor

- (a) Under this Agreement, the relationship of the Property Manager to the Commission is that of an independent contractor and the Property Manager, except to the extent expressly provided to the contrary in this Agreement, will 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.
- (b) This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Property Manager and the Commission.
- (c) The rights and the obligations of the parties are only those set forth in this Agreement.

ARTICLE 11. NOTICES

- 11.1 The Property Manager will notify the Commission promptly in writing of all significant occurrences and circumstances affecting the Property or its operation or affecting in any manner the interest of the Commission in and to the Property.
- 11.2 In an emergency, the Property Manager will as promptly as possible notify the Commission in person or by telephone so that prompt arrangements may be made to address the emergency situation. The Property Manager is authorized, prior to providing notice to the Commission, to take action to address the emergency if, in the opinion of the Property Manager, such action is necessary to prevent damage to property, injury to persons or increase in the cost to address the emergency.
- 11.3 The Property Manager will notify the Commission promptly and forward to the Commission any complaints, warnings, notices, or summonses received by the Property Manager relating to the compliance of the Property or any of its equipment with requirements of any ordinance, law, rule, or regulation including environmental requirements of the city, county, state, or federal government or any other public entity having jurisdiction over the Property as identified in Section 7.1 Compliance with All Laws Generally.
- 11.4 All notices required to be given under this Agreement must be given in writing and must be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to the Executive Director for the Commission, or the General Manager for the Property Manager at their respective addresses set forth above and, if appropriate or at the direction of the Executive Director to the Managing Partner of the legal firm representing the Commission, c/o Neal & Leroy, LLC 203 North LaSalle Street, Suite 2300, Chicago, Illinois 60601.
- 11.5 If given as provided in this Agreement, such notice is deemed to have been given on the date of delivery, if delivered by hand, and on the third business day after mailing, if given by mail. Refusal to accept delivery has

the same effect as receipt. The Commission or Property Manager may, from time to time, change the address to which notices will be sent by giving notice to the other party in the manner provided in this subparagraph.

ARTICLE 12. AUTHORITY

Execution of this Agreement by the Property Manager is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of the Property Manager have been made with complete and full authority to commit the Property Manager to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

**EXHIBIT 1
COST PROPOSAL SUMMARY**

	<u>2023 BUDGET*</u>	<u>2024 PROPOSAL</u>
1. ADMINISTRATIVE EXPENSE (EXCLUSIVE OF MANAGEMENT FEE)	<u>\$987,419</u>	\$ _____
2. CLEANING EXPENSE	<u>\$4,819,325</u>	\$ _____
3. SECURITY EXPENSE	<u>\$3,531,671</u>	\$ _____
4. MECHANICAL MAINTENANCE EXPENSE	<u>\$4,763,300</u>	\$ _____
5. BUILDING GENERAL EXPENSE	<u>\$1,047,916</u>	\$ _____
6. INSURANCE EXPENSE	<u>\$721,862</u>	\$ _____
7. MANAGEMENT FEE	<u>\$168,533</u>	\$ _____
8. IMPLEMENTATION COSTS/EXPENSES	N/A	\$ _____
TOTAL (LINES 1 THROUGH 8)	<u>\$16,040,026</u>	\$ _____

Proposal lines 1. through 6. should include all anticipated costs for labor (employed and contracted) materials and supplies. Scope of Services and Performance Requirements are to be equivalent to those provided by current contractor and are subject to approval by the Commission.

* 2023 Budget amounts are from 2023 Richard J. Daley Center Operating and Capital Budget (Exhibit 5). See page 36 for the Administrative Expense amount; page 25 for the Cleaning Expense amount; page 26 for the Security Expense amount; page 27 for the Mechanical Maintenance Expense amount; page 33 for the Building General Expense amount; page 38 for the Insurance Expense amount; and page 36 for the Management fee amount.

EXHIBIT 2
PROPERTY DESCRIPTION

I. LEGAL DESCRIPTION

P.I.N.s 17-19-449-019-0000

17-09-449-202-8001

PARCEL 1:

BLOCK 38 OF THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, PLATTED BY CANAL COMMISSIONERS ON AUGUST 4, 1830, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE VACATED EAST-WEST ALLEY IN BLOCK 38 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9 TOWNSHIP 39 NORTH, RANGE EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

II. GENERAL

- A. The Property consists of a 47-year-old, thirty-story office building containing a total of 1,465,723 square feet located on approximately 122,700 square feet of land. According to the management, the building has asbestos in the fireproofing of the structure. It is contained and not a threat to building occupancy. Three floors have been totally rehabbed and asbestos abatement has been performed. Any current and future space renovations require that proper asbestos abatement be performed
- B. This description excludes: land; site improvements and Plaza; the Picasso Sculpture; all inventory, raw material, supplies, work in process and perishables; all leased items; all personal belongings
- C. Sprinklers: The entire building has been equipped with sprinklers or other Fire Suppression Systems.

III. IMPROVEMENT DATA

The Property is improved with a 30-story, steel-framed office building housing judicial courtrooms, government agencies and public uses.

A. Site Preparation

Site is prepared for one square city block housing two stories below grade plus a depressed boiler room.

B. Foundations

The caissons are bed rock concrete and have an average depth of 120 feet below street level. A total of 50 caissons, bearing on limestone, support the building. Hardpan concrete caissons average depth below street level 86 to hardpan. A total of 108 of these caissons support the plaza.

C. Framing

The steel frame consists of trusses, floor beams and the welded cruciform columns weighing a total of 27,000 tons. A total of 86,000 cubic yards of concrete were also poured for fireproofing.

D. Exterior Architectural Steel

The exterior architectural steel, CORTEN, is a special alloy metal that develops a permanent russet-colored oxide coating. The 3/8" thick plates form the column covers and spandrels. 9'8" x 11'3" MAYARI-R steel windows, bronze heat absorbing glass, 3/8" and 1/2" thick.

E. Floors

Reinforced concrete floors slabs; concrete slab on grade.

F. Roof

Reinforced concrete slab on steel truss system.

G. Roof Cover

Built up composition roof with insulation. The roof is eighteen years old.

H. Partitions and Built-In Items

Floor to floor height is 18'0" while the floor to ceiling height is 12'0". Some concrete block interior walls, some cinder block, steel stud with 2 layers of drywall. Courtrooms have wood panels accent walls.

I. Ceilings

Metal lath and plaster and acoustical tile and acoustical spline,

J. Floor Coverings

Vinyl with ACM Mastic tile, terrazzo in public areas, carpeting in courtrooms and judges chambers. Granite (Rockville) in lobby and plaza.

K. Plumbing

Plumbing for public men and women restrooms, private bathrooms for judges; semi-private for employee areas. A total of 1,692 plumbing fixtures, 701 toilets, 125 urinals, 69 mop basins and 74 fountains.

L. Heating, Ventilating and Air Conditioning

1. Boilers (2) 50K PPH; (1) 70K PPH; and (1) 50K – Out of Service.

Three water tube package boilers, operating on gas or oil and having an operating capacity of 150,000 lbs. per hour of dry saturated steam

2. Fuel Tanks

Two, 32,000-gallon fuel oil storage tanks

3. Refrigeration

Four, (model: York Chiller Turbomaster each 1,750 tons, Compressor # 011874, Model #238A8) 2,000-ton centrifugal refrigeration machines of open type, hermetic type. Air condition is via 17 high pressure main systems consisting of perimeter induction units and interior reheat systems supplemented by 18 package type medium pressure serving the building with a total of 1.9 million CFM cubic feet of air per minute. Automatic temperature control is afforded throughout the building to provide maximum comfort.

4. Air Handlers

18 air handlers with adjustable speed supplying the perimeter and interior heating and cooling units located through the building.

5. Water Heaters

7 domestic water heaters

6. Controls

A graphic control center, located in the building engineer's office has reset controls for temperature and humidity as well as an alarm-logging system, door surveillance, system, watchman's control, start-stop system for fans and pumps and scanning of all main heating, air conditioning, ventilating

and refrigeration systems. Mechanical equipment locations at lower level, 9th floor mezzanine, 31st floor, 31st floor mezzanine 1 and 31st floor mezzanine 2

M. Electrical

1. Transformers

ComEd has a transformer (no description) in the concourse level of the building. The building has 11 transformers (208V./480V./4160V.): (4) – 1,500 KVA, (5) – 750 KVA and (2) – 5,000 KVA.

2. Electrical Systems

Three electrical systems employed: 4,160 volts for Refrigeration – total 8,000 HP, 480 volts for Motors – total 20,000 HP and 120/208 volts for lighting and power receptacles, totaling – 12,000 KW

3. Underfloor Duct System

In open areas for flexible electrical and telephone outlets

4. Lighting

Generally, lighting is all of the fluorescent type except in designated areas such as certain courtrooms, the ground floor ceiling where incandescent is used.

5. Other Systems

Telecommunications, fire alarm, heat, and smoke detector along with string lighting in the stairwells and panic alarms for all of the judge's offices. Security system and surveillance systems are in place. The building has computer data lines throughout and computer rooms.

6. Four Emergency Generators

- 800 KW, Detroit Diesel Model 235, Allison backup generator for 27th floor
- 400 KW, Inland Detroit Diesel Model D400FRX4, SN – LM23587264558
- 1500KW MTU 12V4000643
- 375KVA, EM Bemac II, AC Generator, SN 1-66905931

N. Elevators

43 elevators. For thirty-six (36) of these elevators are passenger type of the 3,500 lb. to 4,000 lb. capacity. The remaining elevators are: three (3) freight and four (4) private.

O. Escalators

Eight escalators. Westinghouse Series N type. (4) Schindler; (4) KONE Retro's

P. Window Washing Equipment

A power-operated platform is lowered from the roof, the mechanism riding on roof-mounted tracks. The platform is retained by vertical tracks at the columns with intermediate guides. It is convertible, so it can fit in the 48'0" bay or the 87'0" bay by use of the platform extensions.

Q. Sprinklers or other Fire Suppression Systems

Entire building.

R. Other Features

At the Concourse (lower) Level, the building maintains a pedestrian tunnel that accesses the Cook County Building at Clark Street, the Cook County Administration Building, and the Dearborn Street subway station. Escalators provide an additional means to the main floor.

EXHIBIT 3
LANDMARKS ORDINANCE

(ORDINANCE FOLLOWS)



Landmarks Ordinance

and the Rules and Regulations of the Commission on Chicago Landmarks



CITY OF CHICAGO
LORI E. LIGHTFOOT, MAYOR

Commission on Chicago Landmarks
Rafael M. Leon, Chairman

Reprinted September 16, 2019

The Commission on Chicago Historical and Architectural Landmarks was created in 1957 by the City Council. It served primarily as an advisory board, whose principal purpose was to compile a list of significant buildings.

In 1968, the City Council adopted a landmarks ordinance that gave the Commission the responsibility of recommending to the Council which specific landmarks should be protected by law. The ordinance also gave the Commission the authority to review building permits for landmarks, to ensure that any proposed alterations would not negatively affect the character of the landmark.

In 1987, the ordinance was revised to more clearly articulate the processes for landmark designation and permit review and to add an economic hardship provision for owners. The Commission also was renamed the Commission on Chicago Landmarks at that time.

In 1997 and 1999, other revisions were made to the ordinance, including regarding the status of “pending” landmarks, the waiving of permit fees for owners of landmark properties, and requiring review by the City Council of any demolitions approved by the Commission. In 2009, the Commission membership was expanded from 9 to 10 members (to add an additional ex-officio member as part of a city department reorganization). Effective January 1, 2011, the ordinance was amended to return the membership of the Commission from ten to nine members (including one ex-officio member).

As of February 3, 2011, when this document was printed, there were 349 designated landmarks: 296 individual landmarks and 53 landmark districts and 7 district extensions.

COVER: The staircase of the Rookery Building at 209 S. LaSalle St., a structure designed by Burnham and Root in 1885. The Rookery's restored atrium is one of the city's most famous interior spaces. (Photograph by Richard Nickel, 1972)

Contents

I. Chicago Landmarks Ordinance

Title 2, Chapter 120, Article XVII

Purpose and Duties of Commission on Chicago Landmarks	1
Criteria for Landmark Designation	4
Landmark Designation Process	5
Permit Review Process	9
Economic Hardship.....	13
Penalties and Remedies	15

II. Excerpts from other sections of the Municipal Code of Chicago Pertaining to Landmarks:

Chicago Streets, Public Ways, Parks, Airports and Harbors Code

Public Way Use Permit Fees Pertaining to Landmarks	17
--	----

Chicago Building Code

Building Permit Requirements Pertaining to Landmarks	18
Automatic Sprinkler System Installation Pertaining to Landmarks ...	19
Rehabilitation Code Provisions Pertaining to Landmarks	20

Chicago Building Infrastructure Code

Energy Conservation Pertaining to Landmarks	21
---	----

Chicago Zoning Ordinance

Adopt-a-Landmark Floor Area Bonus in Downtown Districts	22
Authorized Administrative Adjustments for Setbacks in Landmark Districts.....	22
Nonconforming Uses: Coach Houses in Landmark Districts.....	22

III. Rules and Regulations of the Commission on Chicago Landmarks

Article I. General Provisions of the Commission.....	23
Article II. Public Hearings on Landmark Designations.....	27
Article III. Procedures and Standards for Review of Permit Applications.....	32
Article IV. Public Hearings on Permit Applications	40
Article V. Public Hearings for Expedited Consideration of Proposed Landmark Designations and Permit Applications	46
Article VI. Public Hearings on Economic Hardship Applications.....	48
Article VII. Public Hearings on Preservation Easements.....	51

IV. Overview of the Landmark Designation Process

	52
--	----

The Commission on Chicago Landmarks is governed by the Chicago Landmarks Ordinance, Chapter 2-120, Sections 580 to 920, of the Municipal Code of Chicago (the “Code”).

The Landmarks Ordinance along with other excerpts from the Code relating to Landmark buildings and districts comprise the first part of this publication. The excerpts compiled herein are solely intended to create a ready reference for interested persons and the citizens of Chicago. Any bracketed text contained herein is provided for convenience only and intended to assist the reader in using this document—said text is not part of the Code and shall not in any manner be construed as modifying, amending, or affecting in any way the Code. Information provided herein should not be used as a substitute for legal, accounting, real estate, business, tax or other professional advice. The City of Chicago assumes no liability for any damages or loss of any kind that might arise from the use, or misuse of, any information contained herein. The official and governing copy of the Code is available from the Office of the City Clerk of Chicago.

The second half of this document relates to the adopted Rules and Regulations of the Commission on Chicago Landmarks governing the conduct of its meetings, hearings and other business.

Chicago Landmarks Ordinance

Chapter 2-120, Article XVII: Commission on Chicago Landmarks

[Purpose and Duties]

2-120-580 Purpose. It is hereby declared necessary for the general welfare of the citizens of the City of Chicago as an exercise of the home rule authority of the City of Chicago under Article VII, Section 6, of the Illinois Constitution, to protect and encourage the continued utilization of areas, districts, places, buildings, structures, works of art, and other similar objects within the City of Chicago eligible for designation by ordinance as "Chicago Landmarks." The purpose of these sections is the following:

1. To identify, preserve, protect, enhance, and encourage continued utilization and the rehabilitation of such areas, districts, places, buildings, structures, works of art, and other objects having a special historical, community, architectural, or aesthetic interest or value to the City of Chicago and its citizens;
2. To safeguard the City of Chicago's historic and cultural heritage, as embodied and reflected in such areas, districts, places, buildings, structures, works of art, and other objects determined eligible for designation by ordinance as "Chicago Landmarks";
3. To preserve the character and vitality of the neighborhoods and Central Area, to promote economic development through rehabilitation, and to conserve and improve the property tax base of Chicago;
4. To foster civic pride in the beauty and noble accomplishments of the past as represented in such "Chicago Landmarks";
5. To protect and enhance the attractiveness of the City of Chicago to homeowners, home buyers, tourists, visitors, businesses, and shoppers, and thereby to support and promote business, commerce, industry, and tourism and to provide economic benefit to the City of Chicago;
6. To foster and encourage preservation, restoration, and rehabilitation of areas, districts, places, buildings, structures, works of art, and other objects, including districts and neighborhoods, and thereby prevent urban blight and in some cases reverse current urban deterioration.

Excerpts From The Municipal Code Of Chicago

7. To foster the education, pleasure, and welfare of the people of the City of Chicago through the designation of "Chicago Landmarks";
8. To encourage orderly and efficient development that recognizes the special value to the City of Chicago of the protection of areas, districts, places, buildings, structures, works of art, and other objects designated as "Chicago Landmarks";
9. To encourage the continuation of surveys and studies of Chicago's historical and architectural resources and the maintenance and updating of a register of areas, districts, places, buildings, structures, works of art, and other objects which may be worthy of landmark designation; and
10. To encourage public participation in identifying and preserving historical and architectural resources through public hearings on proposed designations, building permits, and economic hardship variations.

2-120-590 The Commission – Creation, composition and officers.

There is hereby created a Commission on Chicago Landmarks. The Commission shall consist of nine members, eight of whom shall be appointed by the Mayor by and with the consent of the City Council of the City of Chicago. The ninth member shall be the Commissioner of Housing and Economic Development or his designee. The members shall serve without compensation. One of the members shall be designated by the Mayor as chairman, another as vice-chairman, and another as secretary. For the purposes of sections 2-120-580 through 2-120-920, the "Commission" means the Commission on Chicago Landmarks. [Amend. 1/1/11]

2-120-600 Commission membership and meetings. A majority of the members of the Commission shall constitute a quorum. The Commission shall meet on the call of the chairman or four if its members. The term of each member shall be for four years and until a successor is appointed. No more than four members shall be replaced in a one year period. Commission members shall be selected from professionals in the disciplines of history, architecture, historic architecture, planning, archaeology, real estate, historic preservation, or related fields, or shall be persons who have demonstrated special interest, knowledge, or experience in architecture, history, neighborhood preservation, or related disciplines.

2-120-610 Powers and Duties. The Commission shall have and may exercise the following duties, powers, and responsibilities:

1. To conduct an ongoing survey of the City of Chicago for the purpose of identifying those areas, districts, places, buildings, structures, works of art, and other objects of historic or architectural significance; the results of such an

Excerpts From The Municipal Code Of Chicago

ongoing survey shall be carried and transmitted online on the City of Chicago website and the website identification shall be carried on the City of Chicago TV Public Access Channel.

2. To hold hearings and to recommend that the City Council designate by ordinance areas, districts, places, buildings, structures, works of art, and other objects as official "Chicago Landmarks," if they qualify as defined hereunder, and to recommend that such designation include all or some portion of the property or any improvements thereon;
3. To cause plaques to be manufactured and installed that identify the significance of designated landmarks and landmark districts;
4. To prepare and publish maps, brochures, and other descriptive and educational materials about Chicago's landmarks and landmark districts and their designation and protection;
5. To review permit applications for alteration, construction, reconstruction, erection, demolition, relocation, or work of any kind affecting landmarks and structures or unimproved sites in landmark districts and to require the presentation of such plans, drawings, elevations, and other information as may be necessary to review those applications;
6. To advise and assist owners or prospective owners of designated or potential landmarks or structures in landmark districts on technical and financial aspects of preservation, renovation, rehabilitation, and reuse, and to establish standards and guidelines therefore;
7. To apply for and accept any gift, grant, or bequest from any private or public source, including agencies of the federal or state government, upon approval of the City Council, for any purpose authorized by these provisions;
8. To make recommendations to the City Council concerning means to preserve, protect, enhance, rehabilitate, and perpetuate landmarks and structures in landmark districts;
9. To adopt, publish, and make available rules of procedure and other regulations for the conduct of Commission meetings, hearings, and other business;
10. To prepare and present nominations of landmarks and historic districts to any state or federal registers of historic places;

Excerpts From The Municipal Code Of Chicago

11. To assume whatever responsibility and duties may be assigned to it by the State under Certified Local Government provisions of the National Historic Preservation Act of 1966, as amended;
12. To cooperate with and enlist the aid of persons, organizations, corporations, foundations, and public agencies in matters involving historic preservation, renovation, rehabilitation, and reuse;
13. To advise any City department or agency concerning the effects of its actions, programs, capital improvements, or activities on designated or potential landmarks;
14. To consider whether denial of permits affecting landmarks and structures or unimproved sites in landmark districts results in economic hardship to property owners;
15. To exercise any other power or authority necessary or appropriate to carry out the purpose of these provisions.

[Criteria for Landmark Designation]

2-120-620 Criteria. The Commission shall familiarize itself with areas, districts, places, buildings, structures, works of art, and other objects within the City of Chicago which may be considered for designation by ordinance as "Chicago Landmarks," and maintain a register thereof. In making its recommendation to the City Council for designation, the Commission shall limit its consideration solely to the following criteria concerning such area, district, place, building, structure, work of art, and other objects:

1. Its value as an example of the architectural, cultural, economic, historic, social, or other aspect of the heritage of the City of Chicago, State of Illinois, or the United States.
2. Its location as a site of a significant historic event which may or may not have taken place within or involved the use of any existing improvements.
3. Its identification with a person or persons who significantly contributed to the architectural, cultural, economic, historic, social, or other aspect of the development of the City of Chicago, State of Illinois, or the United States.
4. Its exemplification of an architectural type or style distinguished by innovation, rarity, uniqueness, or overall quality of design, detail, materials, or craftsmanship.
5. Its identification as the work of an architect, designer, engineer, or builder whose individual work is significant in the history or

development of the City of Chicago, the State of Illinois, or the United States.

6. Its representation of an architectural, cultural, economic, historic, social, or other theme expressed through distinctive areas, districts, places, buildings, structures, works of art, or other objects that may or may not be contiguous.
7. Its unique location or distinctive physical appearance or presence representing an established and familiar visual feature of a neighborhood, community, or the City of Chicago.

[Landmark Designation Process]

2-120-630 Preliminary Recommendation. The Commission may, by resolution, make a preliminary landmark recommendation if the Commission determines that an area, district, place, building, structure, work of art, or other object: (1) meets two or more of the criteria required for landmark designation, and (2) has a significant historic, community, architectural or aesthetic interest or value, the integrity of which is preserved in light of its location, design, setting, materials, workmanship, and ability to express such historic, community, architectural, or aesthetic interest or value. The Commission shall send, by certified mail, return receipt requested, written notice of such recommendation to the owner of the property. The Commission shall also notify in writing the alderman of each ward in which the property is located and all relevant City departments. [Amend.2/26/97]

2-120-640 Request for Planning Report. Upon adoption of a resolution making a preliminary recommendation, the Commission shall request a report from the Commissioner of Housing and Economic Development which evaluates the relationship of the proposed designation to the Comprehensive Plan of the City of Chicago and the effect of the proposed designation on the surrounding neighborhood. The report shall also include the Commissioner's opinion and recommendations regarding any other planning considerations relevant to the proposed designation and the Commissioner's recommendation of approval, rejection, or modification of the proposed designation. The report shall be submitted to the Commission within 60 days of the request, if the proposed designation is of an area, place, building, structure, work of art, or other object, or within 90 days, if the proposed designation is a district, and shall become part of the official record concerning the proposed designation. The Commission may make such modifications, changes, and alterations concerning the proposed designation as it deems necessary in consideration of any recommendation of the Commissioner of Housing and Economic Development. If the Commissioner declines or fails to submit a report within the time

Excerpts From The Municipal Code Of Chicago

provided herein, the Commission may proceed with designation.
[Amend. 1/1/11]

2-120-650 Request for Owner Consent. The Commission shall thereafter, by first-class mail, notify the owner of the property of the reasons for and effects of the proposed designation and request that the owner consent in writing to the proposed designation. The owner shall respond within 45 days from the date of mailing of the request. In the case of the proposed designation of an area, place, building, structure, work of art, or other object, the owner may, within the 45-day period, request an extension of time, not to exceed 120 days, to submit a response. In the case of the proposed designation of a district, the alderman of a ward in which the district is wholly or partly located may, within the 45-day period, request an extension of time, not to exceed 120 days, for owners to submit responses. If the owner consents to designation, the Commission shall notify the owner of its determination with respect to the proposed designation within 45 days after receipt of the owner's consent and shall forward its recommendation to the City Council as provided in Section 2-120-690. If the owner declines or fails to give written consent to the proposed designation within the time specified in this Section, the Commission shall schedule a public hearing on the proposed designation.

2-120-660 Building Owned by a Religious Organization. No building that is owned by a religious organization and is used primarily as a place for the conduct of religious ceremonies shall be designated as a historical landmark without the consent of its owner.

2-120-670 Notice of Public Hearing. Prior to conducting a public hearing under this Chapter 2-120, the Commission shall give written notice of the date, time, and place of the hearing to any owner of the subject property. The Commission shall also cause to be posted, for a period of not less than 15 days immediately preceding the hearing, a notice stating the time, date, place, and matter to be considered at the hearing. The notice shall be prominently displayed on the place, building, object, or structure or on the public ways abutting the property, and, in the case of designation of areas or districts, the notices shall be placed on the principal boundaries thereof. In addition, not less than 15 days prior to the hearing, the Commission shall cause a legal notice to be published in a newspaper of general circulation in the City of Chicago setting forth the nature of the hearing, the property, area, or district involved, and the date, time, and place of the scheduled public hearing.

2-120-680 Public Hearing on Designation. The Commission shall provide a reasonable opportunity for all interested persons to present testimony or evidence under such rules as the Commission may adopt governing the proceedings of a hearing. At the hearing each speaker shall state his name, address, and the interest which he represents. The hearing may be continued to a date certain, and a transcript and record shall be kept of all proceedings. A person, organization, or other

Excerpts From The Municipal Code Of Chicago

legal entity whose use or whose members' use or enjoyment of the area, district, place, building, structure, work of art, or other object proposed for designation may be injured by the designation or the failure of the Commission to recommend designation may become a party to a designation proceeding. Any person, organization, or other legal entity whose use or enjoyment of the area, district, place, building, structure, work of art, or other object designated as a landmark may be injured by the approval or disapproval of a proposed alteration, construction, reconstruction, erection, demolition, or relocation of a proposed or designated landmark may become a party to a permit application proceeding. The foregoing shall include, without limitation, persons, organizations, or other legal entities residing in, leasing, or having an ownership interest in real property located within 500 feet of the property line of the proposed or designated landmark or within the proposed or designated landmark district.

2-120-690 Commission Recommendation following hearing. Within 30 days after the conclusion of a public hearing, the Commission shall determine whether to recommend the proposed landmark designation to the City Council. If the Commission makes a determination to recommend a designation to the City Council, it shall set forth its recommendation in writing including findings of fact relating to the criteria for designation in Section 2-120-620 that constitute the basis for its decision and shall transmit its recommendation to the City Council, to the owner of the property, and to the parties appearing at the public hearing. If 51 percent of the owners of the property in a district responding to the request for consent file written objections to designation, a recommendation of landmark designation of that district must be approved by the affirmative vote of six members of the Commission. The Commission shall also transmit to the City Council the official record of its proceedings concerning the recommended designation. If the proposed designation is of an area, place, building, structure, work of art, or other object, the Commission shall transmit its recommendation to the City Council within 180 days from the date of receipt of the report of the Commissioner of Housing and Economic Development, or, if no report has been received, within 240 days from the date of the Commission's request for the report. If the proposed designation is of a district, the Commission shall transmit its recommendation to the City Council within 240 days from the date of receipt of the report of the Commissioner of Housing and Economic Development, or, if no report has been received, within 330 days from the date of the Commission's request for the report. If, however, an extension of time has been granted under Section 2-120-650, the time allowed for submission under this section shall be extended by the same number of days. [Amend. 1/1/11]

2-120-700 City Council Consideration of Designation. The City Council shall give due consideration to the findings, recommendations,

Excerpts From The Municipal Code Of Chicago

and record of the Commission in making its determination with respect to the proposed designation of any area, district, place, building, structure, work of art, or other object having a significant historic, community, architectural, or aesthetic interest or value. The City Council may, in its discretion, hold public hearings on any such recommended designation. The City Council may by ordinance designate an area, district, place, building, structure, work of art, or other object: (1) meeting two or more of the criteria stated in Section 1-120-620 hereof, and (2) having a significant historic, community, architectural or aesthetic interest or value, the integrity of which is preserved in light of its location, design, setting, materials, workmanship, and ability to express such historic, community, architectural, or aesthetic interest or value, as a "Chicago Landmark." The City Council may direct that a suitable plaque or plaques be created by the Commission appropriately identifying said landmark. The plaque may be affixed to private property only if the owner or owners consent in writing. [Amend.2/26/97]

2-120-705 Time In Which Recommendation May Be Considered. If the City Council does not take final action upon any landmark recommendation submitted by the Commission on Chicago Landmarks to the City Council within 365 days of the date upon which the recommendation is filed with the City Council, landmark designation based upon the recommendation of the Commission shall be granted. The Historical Landmark Preservation Committee of the City Council shall hold timely hearings and report its recommendation to the City Council. [Amend. 2/26/97]

2-120-710 Preservation Easements. The Commission may consider and recommend to the City Council the adoption of a preservation easement for any designated landmark or for any building, area, district, or place which meets the criteria for landmark designation. If an owner of any property proposes to the Commission a preservation easement, the Commission shall hold a public hearing on the proposal in accordance with Sections 2-120-670 and 2-120-680 prior to recommending that the City Council accept the proposed easement.

2-120-720 Notice of Designation. Immediately following official designation by the City Council or pursuant to Section 2-120-705, the Commission shall notify the Department of Buildings of the City of Chicago of the designation. The Commission shall also, within 10 days of the official designation, send a notice of the designation and a summary of the effects of designation to the owner of the property by first-class mail. The Commission shall also file with the Recorder of Deeds of Cook County, the Assessor of Cook County, the Bureau of Maps and Plats of the City of Chicago, and all other relevant City departments, a certified copy of the designation ordinance.

2-120-730 Amendment, Recision, and Reconsideration. Any designation of an area, district, place, building, structure, work of art, or other similar object as a "Chicago Landmark" shall only be amended or rescinded in the same manner and procedure as the original designation was made. If the Commission votes not to recommend a proposed designation to the City Council or if the City Council has refused to designate a proposed "Chicago Landmark," then the Commission may reconsider such proposed designation only if: (1) the Commission finds that a substantial change in circumstances has occurred or new information becomes available relative to the criteria set forth in Section 2-120-620; or (2) the owner of the property consents to such reconsideration in writing.

[Permit Review Process]

2-120-740 Alteration, Relocation, or Demolition of Landmarks -- Permit Review Requirements. No permit for alteration, construction, reconstruction, erection, demolition, relocation, or other work shall be issued to any applicant by any department of the City of Chicago without the written approval of the Commission for any area, district, place, building, structure, work of art, or other object for which the Commission has made a preliminary recommendation for landmark status or which has been designated as a "Chicago Landmark" in the following instances: (1) where such permit would allow the alteration or reconstruction of or addition to any improvement which constitutes all or a part of a landmark or proposed landmark; or (2) where such permit would allow the demolition of any improvement which constitutes all or a part of a landmark or proposed landmark; or (3) where a permit would allow the construction or erection of any addition to any improvement or the erection of any new structure or improvement on any land within a landmark district; or (4) where a permit would allow the construction or erection of any sign or billboard within the public view which may be placed on, in, or immediately adjacent to any improvement which constitutes all or part of any landmark or proposed landmark. Any City department which receives an application for a permit as defined in this section shall forward the application, including copies of all detailed plans, designs, elevations, specifications, and documents relating thereto, to the Commission within seven days of receipt thereof. It shall be a violation of this ordinance for an owner to perform, authorize, or allow work or other acts requiring review without a permit.

2-120-750 Permit Review for Pre-Existing Work. Erection, construction, reconstruction, alteration, or demolition work begun pursuant to a properly issued permit prior to a preliminary recommendation for landmark status shall not be subject to review by the Commission unless such permit has expired, been canceled or revoked, or

the work is not diligently proceeding to completion in accordance with the Chicago Building Code.

2-120-760 Preliminary Decision by Commission. Within 15 days of its receipt of an application for a permit, as defined in Section 2-120-740, the Commission shall issue in writing a preliminary decision approving or disapproving the application and shall notify the applicant and the appropriate City departments of its preliminary decision.

2-120-770 Preliminary Approval of Permit by Commission. If the Commission finds that the proposed work will not adversely affect any significant historical or architectural feature of the improvement or of the district, and is in accord with the Standards for Rehabilitation set forth by the United States Secretary of the Interior at 36 C.F.R. 67, as amended from time to time, as well as the Commission's published procedures, the Commission shall issue a preliminary approval of the application. Upon receipt of the Commission's preliminary approval, the appropriate City department shall proceed in its usual matter with its own review of the application. No substantial change shall be made to the work proposed in the application for the permit after approval by the Commission without resubmittal to the Commission and approval thereof in the same manner as for the original application.

2-120-780 Preliminary Disapproval of Permit by Commission. If the Commission finds that the proposed work will adversely affect or destroy any significant historical or architectural feature of the improvement or of the district or is inappropriate or inconsistent with the designation of the structure, area, or district or is not in accordance with the spirit and purposes of this ordinance or does not comply with the Standards for Rehabilitation established by the Secretary of the Interior, the Commission shall issue a preliminary decision disapproving the application for permit; provided, however, that if the construction, reconstruction, alteration, repair, or demolition of any improvement would remedy conditions imminently dangerous to life, health, or property, as determined in writing by the Department of Buildings, or the Board of Health, or the Fire Department, the Commission shall approve the work notwithstanding other considerations relating to its designation as a "Chicago Landmark" or to the fact that the Commission has made a preliminary recommendation for landmark status.

2-120-790 Informal Conference. Within 10 days after receiving the Commission's notice of preliminary disapproval, the applicant for permit may request in writing an informal conference before the Commission for the purpose of securing compromise regarding the proposed work so that the work will not in the opinion of the Commission adversely affect any significant historical or architectural feature of the improvement or district and will be appropriate and consistent with the spirit and purposes of this ordinance. The

Excerpts From The Municipal Code Of Chicago

Commission shall hold such conference within 15 days after receipt of the request. The Commission shall consider with the applicant every means for substantially preserving, protecting, enhancing, and perpetuating the special historical or architectural feature of the improvement or district, including investigating the possibility of modifying the proposed work, the possibility of any alternative private use of the structure or structures that would substantially preserve its special features, and the possibility of public incentives for enhancing the use of the structure or structures or district involved. If the Commission and the applicant for permit reach accord through the informal conference, the Commission shall issue its approval of the application for permit as modified and so notify the applicant and the appropriate City departments in accordance with Sections 2-120-760 and 2-120-770.

2-120-800 Public Hearing on Permit Application. If within 30 days after the conclusion of an informal conference under Section 2-120-790, the Commission and applicant for permit have failed to reach accord or if the applicant fails to request an informal conference within 10 days of receiving notice as provided in Section 2-120-790 [also see Article IV-E of the *Rules and Regulations*], the Commission shall commence a public hearing on the permit application in accordance with Sections 2-120-670 and 2-120-680. The public hearing shall be concluded within 90 days after the Commission has disapproved the permit unless the applicant requests or agrees in writing to an extension of time. The Commission shall, within 30 days after the conclusion of the hearing, issue a written decision approving or disapproving the permit application. The decision shall contain the findings of fact that constitute the basis for the decision consistent with the criteria in Section 2-120-740. The Commission shall send written notice of its decision to the applicant by certified mail return receipt requested, to the appropriate City departments, to all parties registered at the public hearing, and to the City Council.

2-120-810 Final Commission Decision. Unless the decision is subject to City Council review under Section 2-120-825, the written decision of the Commission approving or disapproving an application for a permit under Section 2-120-800 shall be on the date it issues a final administrative decision appealable to the Circuit Court of Cook County under the provisions of the Illinois Administrative Review Act, Ill. Rev. Stat. Chapter 110. Sec. 3-101 *et seq.* (1985).

2-120-815 Permit Fee Waivers. Notwithstanding any other provision of this code to the contrary, the City Council shall, by the passage of an appropriate order, waive any fees charged by the City of Chicago for the issuance of any permit for which approval of the Commission is required pursuant to this chapter. [Added 2/26/97]

2-120-820 Expedited Consideration of Designation and Permit.

Notwithstanding any other provision in this ordinance, if an owner of an area, parcel within a district, place, building, structure, work of art, or other object for which the Commission has made a preliminary recommendation pursuant to Section 2-120-630 applies for a permit, and if the Commission issues a preliminary disapproval of the application, pursuant to Sections 2-120-760 and 2-120-780, the Commission shall schedule and conduct a public hearing on both the proposed designation and the application for permit and shall notify the City Council of its recommendations thereon within 90 days of the date the application for permit is received by the Commission. If the Commission fails to make its recommendation on designation to the City Council within 90 days, then the application for the permit shall be deemed approved by the Commission. If the Commission submits its recommendation within 90 days and the City Council does not pass an ordinance granting the proposed designation within 90 days after the recommendation of the Commission, then the application for permit shall be deemed approved by the Commission.

2-120-825 Permits for Demolition of Landmarks - City Council Approval Required.

(a) Notwithstanding any other provision of this ordinance to the contrary, except as provided in subsection (c), in the case of any permit application for the demolition of 40% or more of any building or other structure designated as a “Chicago Landmark” or located in any district designated as a “Chicago Landmark”, the Commission’s decision approving an application issued under Section 2-120-770, Section 2-120-790 or Section 2-120-800 shall be subject to review by the City Council. Upon issuing its decision approving an application, the Commission shall forward a recommendation for the approval of the permit application, in writing, to the Committee on Historical Landmark Preservation of the City Council. Within 75 days after the receipt of the Commission’s recommendation, the Committee on Historical Landmark Preservation shall vote to consider the Commission’s recommendation and vote to recommend that the City Council accept or reject the Commission’s recommendation. At the next regular meeting of the City Council following the following the Committee’s vote, unless the matter is deferred and published in accordance with state law, the City Council shall, by passage of an appropriate order, accept or reject the Commission’s recommendation. If the matter is deferred and published, the City Council shall, by passage of an appropriate order, accept or reject the Commission’s recommendation at the next regular meeting of the City Council following the meeting at which the matter was deferred and published. If the City Council does not accept or reject the Commission’s recommendation within the time specified herein, the Commission’s recommendation shall be deemed to be accepted. The City Council’s decision shall be based on whether the proposed demolition will adversely

Excerpts From The Municipal Code Of Chicago

affect any significant historical or architectural feature of the improvement or the district, and is in accord with the Standards for Rehabilitation set forth by the United States Secretary of the Interior at 36 C.F.R. 67, as amended from time to time, as well as the criteria to review demolition as set forth in the Rules and Regulations of the Commission.

(b) For purposes of this section, 40% or more of a building or structure shall mean 40% or more of the significant historical or architectural features identified in the ordinance designating the building or structure or the district in which the building or structure is located a "Chicago Landmark"; provided that, if no significant features were identified in the designation ordinance, the entire building or structure shall be deemed a significant feature for purposes of this section.

(c) This section shall not apply to permit applications for the demolition of: (i) any building or structure that is necessary to remedy conditions imminently dangerous to life, health or property, as determined in writing by the Department of Buildings, the Board of Health or the Fire Department; or (ii) auxiliary buildings or structures such as garages. Within 30 days of the Commission's decision approving a permit application for a building or structure pursuant to subsection (c)(i) of this section, the Commission shall forward to the Committee on Historical Landmark Preservation of the City Council a written report informing the Committee of the Commission's decision and stating the reasons for its decision. [Added 9/1/99]

[Economic Hardship]

2-120-830 Application for Economic Hardship Exception. Upon final notification from the Commission or the City Council of a decision to deny an application for a permit to construct, reconstruct, alter, add to, demolish, or relocate property given a preliminary recommendation for landmark status or designated a "Chicago Landmark," the applicant may within 30 days apply to the Commission for an economic hardship exception on the basis that the denial of permit will result in the loss of all reasonable and beneficial use of or return from the property. The Commission shall develop regulations that describe factors, evidence, and testimony that will be considered by the Commission in making its determination.

2-120-840 Public Hearing on Economic Hardship Exception. The Commission shall schedule and hold a public hearing on the application for an economic hardship exception within 30 days from receipt of the application. Notice of the date, time, place, and subject matter of the hearing shall be provided in accordance with Section 2-120-670 and, in addition, shall be provided in writing to all persons who presented

testimony at the public hearing on the permit application under Section 2-120-800. The hearing shall be concluded within 90 days after the application for exception has been received by the Commission. All interested persons shall be allowed to participate in the hearing as provided in Section 2-120-680. The Commission or the hearing officer may solicit expert testimony or relevant information from the applicant. A record of the proceedings shall be kept by the Commission.

2-120-850 Commission Decision on Economic Hardship Exception. Within 60 days following conclusion of the hearing under Section 2-120-840, the Commission shall determine whether denial of the permit denies the applicant of all reasonable and beneficial use of or return from the property. The determination shall be accompanied by a report stating the reasons for the decision. In the case of a finding of economic hardship, the decision shall also be accompanied by a recommended plan to relieve any economic hardship. This plan may include, but is not limited to, property tax relief, loans or grants from the City of Chicago or other public or private sources, acquisition by purchase or eminent domain, building code modifications, changes in applicable zoning regulations including a transfer of development rights, or relaxation of the provisions of this ordinance sufficient to allow reasonable beneficial use of or return from the property.

2-120-860 Appeal from Commission Decision. The determination by the Commission pursuant to Section 2-120-850 approving or disapproving an application for an economic hardship exception shall, on the date it issues, be a final administrative decision appealable to the Circuit Court of Cook County under the provisions of the Illinois Administrative Review Act, Ill. Rev. Stat. Chapter 110, Sec. 301-1, *et seq.* (1985).

2-120-870 Report to City Council. Upon a determination by the Commission pursuant to Section 2-120-850 finding an economic hardship, the Commission shall forward its decision, report, and proposal to the Finance Committee of the City Council.

2-120-880 City Council Consideration of Economic Hardship Exception. The Finance Committee of the City Council shall give prompt consideration to the decision, report, and recommended plan to relieve economic hardship filed by the Commission hereinabove provided, and shall recommend to the City Council within 60 days after the receipt of said report whether or not said owner relief plan, as modified or not by the Finance Committee, shall be approved or disapproved.

2-120-890 City Council Decision on the Exception. The City Council, within 30 days following said Finance Committee recommendation, shall approve or disapprove by ordinance a plan to relieve economic hardship to the owner. If the City Council does not approve a plan to relieve economic hardship within the time specified, the plan to relieve economic hardship shall be deemed to be denied and the

permit shall issue. If the City Council approves a plan to relieve economic hardship that requires that any action be taken by City departments or agencies, the action shall be initiated within 30 days following passage of the ordinance.

2-120-900 Hearing and Hearing Officer. In any hearing conducted by the Commission pursuant to Section 2-120-680, 2-120-800, or 2-120-840 hereof, the Commission may designate any Commission member or members or any other person as hearing officer to hold such hearing and take evidence. No member of the Commission absent from the entire hearing shall be eligible to vote on any matter which is the subject of the hearing until such member is provided with transcripts or tapes of the testimony heard and evidence presented at such hearing. The Commission, in making its determination, shall take into account any written opinion of the appointed hearing officer, if any, on the evidence presented.

[Penalties and Remedies]

2-120-910 Penalties and Remedies. The following penalties and remedies shall be applicable to violations of this ordinance:

1. Penalties: Failure to perform any act required by this ordinance or performance of any action which is prohibited by said sections shall constitute a violation thereof. Every day on which a violation exists shall constitute a separate violation and a separate offense. Any person violating any of the provisions of this ordinance shall be subject to a fine of not less than \$500 nor more than \$1,000 for each offense. In addition, if the owner of property designated a "Chicago Landmark" willfully or through gross negligence causes all or any part of the property to be demolished or substantially destroyed or altered without the approval of the City Council or the Commission, as the case may be, then no permit to construct a new structure or improve said structure shall be issued for said property or for the land upon which the landmark stood within five years of the date of the demolition or alteration. Thereafter for a period of 20 years, commencing at the end of the five-year period herein before stated, any application for a building permit on the subject premises shall follow the procedure heretofore set out in Sections 2-120-740 through 2-120-800.
2. Remedies: Notwithstanding the provisions of subsection (1) hereof, in the event any building or structure is erected, constructed, reconstructed, altered, added to, or demolished in violation of this ordinance, the City of Chicago may institute appropriate proceedings to prevent or remedy such unlawful

Excerpts From The Municipal Code Of Chicago

erection, construction, reconstruction, alteration, addition, or demolition.

2-120-920 Severability. If any provision of this ordinance or application thereof to any person or circumstance is invalid, such invalidation shall not affect other provisions or applications of the Act which can be given effect without invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Chicago Streets, Public Ways, Parks, Airports and Harbors Code

Title 10, Chapter 28, Section 017: Structures On and Under Public Ways

10-28-017 Public Way Use Permit – Fees. (a) (1) No fee shall be charged for a public way use that is on or above the public way for the following: (i) In the case of a residential building, as that term is defined in Section 17-17-02146, constructed in or before 1922, a public way use that is part of the original construction and is a permanent structure of the building; provided that in the case of a mixed used building, any public way use that solely is for the use or benefit of any commercial or business activity in the building shall pay the fees as provided for in subsection (b); or (ii) in the case of a landmark building, any part of the building which is on or over the public way, including a clock or light fixture if the clock or light fixture is part of the landmark designation.

For purposes of this section, a landmark building shall also include any building, other than a non-contributing building in a landmark district.

(2) For any public way use which is below grade level or under the public way or other public place for any building specified in subsection (a)(1) of this section, the fee shall be as set forth in subsection (b). [See Sec. 10-28-017(b) through Sec. 10-28-017(c) for fee schedule and further information.]

Chicago Building Code

Title 13, Chapter 32, Sections 020 and 120: Building Permits

13-32-020 Exceptions. A permit shall not be required for any minor repairs [...] as may be necessary to maintain existing parts of buildings, but such work or operations shall not involve [...] changes in the materials of roofs, and windows and exterior walls visible from a public street of properties designated as Chicago landmarks in accordance with applicable provisions of Chapter 1(2-120) of this.

13-32-120 Construction Contrary to Permit -- Stop Work Order. It shall be unlawful for any owner, agent, architect, structural engineer, contractor, or builder engaged in erecting, altering, or repairing any building, structure or portion thereof to make any departure from the drawings or plans, as approved by the Commissioner of Buildings, of a nature which involves any violation of the provisions of this Code on which the permit has been issued. Any such departure from the approved drawings and plans involving a violation of requirements, shall operate to void the permit which has been issued for such work.

Where any work done under a permit authorizing erection, alteration, or repair of a building, structure or portion thereof, is being done contrary to the approved drawings and plans, the Commissioner of Buildings or the President of the Board of Health shall have the power to stop such work at once [...] Nothing in this paragraph shall be construed to prevent minor changes in arrangement or decoration which do not affect the requirements of any provisions of this Code, except where they affect significant features, as communicated in the report of the Commission of Chicago Landmarks, of a Chicago landmark designated in accordance with applicable provisions of Chapter 1(2-120) of this code.

13-32-200 Fences – Permit Required. It shall be unlawful for any person to erect or construct any fence more than five feet in height, or a solid fence of any height visible from a public street on property containing a Chicago landmark designated in accordance with applicable provisions of Chapter 1(2-120) of this code, without first obtaining a permit from the Executive Director [of the Department of Construction and Permitting].

**Title 13, Chapter 196, Section 205:
Existing Buildings – Minimum Requirements Code**

13-196-205 Automatic Sprinkler System Installation in Existing High-Rise Buildings. Subject to the exceptions listed below, every existing building exceeding 80 feet in height above grade shall be protected throughout by an approved automatic sprinkler system meeting the requirements of Chapter 15-16 of this Code unless otherwise provided by Section 13-196-207. The owner of each such building shall, no later than September 1, 2005, submit for approval to the bureau of fire prevention a plan for compliance with the requirements of this section. The requirements of this section shall be enforceable against the building owner and against any subsequent owner.

Every building subject to the provisions of this section shall comply with the following schedule for installation of an approved automatic sprinkler system: one-third of the gross square footage of the building shall be equipped with automatic sprinklers by January 1, 2009; two-thirds of the gross square footage of the building shall be equipped with automatic sprinklers by January 1, 2013; and the entire gross square footage of the building shall be equipped with automatic sprinklers by January 1, 2017. Buildings subject to any of the following exceptions 3 through 7, inclusive, shall comply with the requirements of Section 13-196-206. [See Sec. 13-196-205 for *Exception Number 1* through *4*.]

Exception Number 5: A building designated as a Chicago Landmark pursuant to Article XVII of Chapter 2-120 of this Code unless the landmarked building is required to be equipped with an automatic sprinkler system by other provisions of this Code.

Exception Number 6: A building within a landmark district designated pursuant to Article XVII of Chapter 2-120 of this Code and determined to be a contributing building unless the contributing building is required to be equipped with an automatic sprinkler system by other provisions of this Code.

Exception Number 7: A building color-coded red or orange in the *Chicago Historic Resources Survey*, published in 1996, unless the building is required to be equipped with an automatic sprinkler system by other provisions of this Code.

For purposes of this section, “non-transient residential” means a residential use other than a hotel, motel, bed-and-breakfast establishment, dormitory, transitional shelter, emergency shelter or other temporary residential use.

**Title 13, Chapter 200, Sections 100 and 110:
Rehabilitation Code**

13-200-100 Historic Preservation. When authorized by the Building Commissioner, any repairs, alterations and additions necessary for the preservation, restoration, rehabilitation or continued use of a building or structure may be made without conforming to all of the requirements of this Code when:

- a) The building or structure has been recommended for designation by the Commission of Chicago Historical and Architectural Landmarks as designated by the city council as a "Chicago Landmark" having special historical or architectural significance;
- b) Any unsafe conditions are corrected in accordance with approved plans. Unsafe conditions include those which in relation to the existing use constitute a hazard to safety, health, or public welfare, either within the building itself or to adjacent buildings, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage, or abandonment;
- c) The restored building or structure will be no more hazardous based on life safety, fire safety and sanitation than the existing building.

Interpretation Note: The Chicago Department of Buildings has rendered an interpretation of this Section of the Building Code. Please see "Policy for Emergency Ladders" in the Interpretation Appendix.

13-200-110 Commission on Chicago Historical and Architectural Landmarks. The Commission on Chicago Historical and Architectural Landmarks shall examine and advise the Building Commissioner whether the proposed work meets with their approval for all applications for building permits for alterations, additions, repairs or demolition of any building or structure designated as a "Chicago Landmark" or located within a Chicago Landmark District. Such examination shall be made after application for the permit is filed but before review by the Department of Buildings. This examination shall be based on the appropriateness of the proposed work in relation to the spirit of the Landmarks Ordinance and consistent with the most recent guidelines available from the Commission on Chicago Historical and Architectural Landmarks. In cases where the proposed work would remedy conditions imminently dangerous to life, health, and property, the commission shall approve the permit application for emergency repairs notwithstanding other considerations relating to its status as a "Chicago Landmark."

Chicago Building Infrastructure Code

Title 18, Chapter 13, Section 101.4.2: Energy Conservation

18-13-101.4.2 Historic Buildings. The provisions of this chapter relating to the alteration, enlargement, restoration, relocation or moving of buildings or structures shall not be mandatory for existing buildings or structures that have been, either individually or as part of a landmark or historic district, designated as Chicago Landmarks under Chapter 2-120 of the Municipal Code of Chicago, or listed in the State or National Register of Historic Places. Such buildings are only exempt from these chapter requirements as they apply to the exterior envelope of a building or structure and any designated interior in instances where these chapter requirements conflict with the requirements of the Chicago Landmarks Ordinance as determined by the Commission on Chicago Landmarks. This exception only applies to existing structures that are designated landmarks or are contributing buildings within landmark or historic districts, not non-contributing buildings, new construction or new additions.

Chicago Zoning Ordinance

Title 17, Section 4-1022: Adopt-a-Landmark [Downtown Districts – Floor Area Bonuses]

17-4-1022-A Planned Development Approval

Floor area bonuses for “adopting an historic landmark may be approved only in accordance with the planned development procedures of Sec. 17-13-0600. These bonuses are in addition to the permitted floor area bonuses set forth in Sec. 17-4-1004 through Sec. 17-4-1017. The site for which the bonus is requested must be located in a dash 5, 7, 10, 12 or 16 “D” district. [See Sec. 17-4-1022-B through Sec. 17-4-1022-C for further information on **Adopt-a-Landmark Guidelines** and **Bonus Formula.**]

Title 17, Section 13-1003-G: Authorized Administrative Adjustments

17-13-1003-G Setbacks in Landmarks Districts

1. The Zoning Administrator is authorized to approve an *administrative adjustment* to reduce the depth of a *front setback*, *rear setback* or *side setback* for buildings in official Chicago Landmark Districts.
2. Such an *administrative adjustment* may be approved only when the Zoning Administrator determines that such a reduction would match the predominate *yard* depth of buildings contributing to the district’s character when such setback reduction is approved by the Commission on Chicago Landmarks.

Title 17, Section 15-0303-D: Nonconforming Uses – Expansion [Coach Houses]

17-15-0303-D Nonconforming coach houses on properties designated as official Chicago Landmarks or located within the boundaries of a Chicago Landmark District may be used as a dwelling unit for a single household if the Zoning Administrator determines that competent evidence exists that the coach house was previously used as a legal dwelling unit. Incidental repairs and normal maintenance necessary to keep nonconforming coach house in sound condition are permitted, but no expansions are allowed.

[One of the powers, duties and responsibilities of the Commission on Chicago Landmarks under Section 610 of the Chicago Landmarks Ordinance, Chapter 2-120 of the Municipal Code of Chicago, is to adopt rules of procedure and other regulations for the conduct of its meetings, hearings, and other business. The last major revisions to the Commission's Rules and Regulations were adopted on December 7, 2006. On February 3, 2011, minor technical revisions were adopted by the Commission to reflect an amendment to the Ordinance reducing the membership of the Commission from ten to nine members.]

Rules and Regulations of the Commission on Chicago Landmarks

Article I - The Commission

A. Membership, Officers, and Committees

1. *Membership*

a. *Members.* As set forth in section 2-120-590 of the Municipal Code of Chicago (the "Municipal Code"), the Commission on Chicago Landmarks (the "Commission") shall consist of nine members, eight of whom shall be appointed by the Mayor, by and with the consent of the Chicago City Council. The ninth member shall be the Commissioner of the Department of Housing and Economic Development or his or her designee. [Amend. 2/3/11]

b. *Powers and Duties.* Commission members' powers and duties are set forth in section 2-120-610 of the Municipal Code, these *Rules and Regulations*, and any future rules or policies adopted by the Commission consistent with law.

c. *Ethics.* Members of the Commission are subject to the Governmental Ethics Ordinance, codified at Chapter 2-156 of the Municipal Code. If any party to a proceeding believes with good reason that a member of the Commission has a conflict of interest pursuant to Chapter 2-156 of the Municipal Code in the matter being considered, said party shall immediately bring this possible conflict of interest to the attention of the Commission or, at a public hearing, to the attention of the

hearing officer, who may request that the Commission member abstain from participation.

2. *Officers*

Pursuant to section 2-120-590 of the Municipal Code, the officers of the Commission, designated by the Mayor, shall be a Chair, a Vice-Chair, and a Secretary.

a. *Chair.* The Chair shall be the chief executive of the Commission, shall set meeting dates, preside at meetings, decide all points of order and procedure, and have such additional duties and powers as delegated in these *Rules and Regulations*. In the absence of or recusal by the Chair, the Vice-Chair shall serve as the Chair. In the absence of or recusal by both the Chair and the Vice-Chair, the Chair shall appoint another member of the Commission to serve as the Chair. All powers delegated to the Chair in these *Rules and Regulations* shall apply equally to the Vice-Chair or any other member of the Commission when acting as Chair.

b. *Vice-Chair.* The Vice-Chair shall serve as Chair in the absence of or recusal by the Chair. All powers delegated to the Chair in these *Rules and Regulations* shall apply equally to the Vice-Chair when acting in the absence of or recusal by the Chair.

c. *Secretary.* The Secretary shall keep and maintain the records of the Commission as set forth in Article I, Section C, of these *Rules and Regulations*.

3. *Committees*

a. *Standing Committees.* There shall be the following standing committees of the Commission:

1. *Permit Review Committee.* The Permit Review Committee shall have the duties and responsibilities set forth in Article III of these *Rules and Regulations*.

2. *Program Committee.* The Program Committee shall: (i) review and make recommendations to the Commission on nominations to the National Register of Historic Places; (ii) solicit suggestions from the public for possible Chicago Landmark designations; and (iii) perform other functions as delegated by the Chair.

b. *Ad hoc Committees.* In his or her discretion, the Chair may create committees of the Commission to evaluate specific issues that arise in the conduct of the Commission's affairs. An ad hoc committee shall exist for the time specified by the Chair.

c. *Committee Membership.* The Chair shall appoint members of the Commission to serve on committees and shall also name a chair for each committee. The Chair may also appoint members of the Commission to serve on committees on an interim basis, as required, to meet any quorum requirements as set forth in these *Rules and Regulations*. The Commissioner of the Department of Housing and

Economic Development shall not be a member of the Permit Review Committee. [Amend. 2/3/11]

d. *Quorum.* A quorum for a meeting of the Permit Review Committee shall consist of three members. A quorum for a meeting for all other committees shall consist of two members.

e. *Committee Chairs.* The chair of any committee shall set meeting dates, preside at committee meetings, decide all points of order and procedure, report to the full Commission on all business of the committee, and have any such additional duties and powers as delegated in these *Rules and Regulations*. In the absence of or recusal by the chair of the committee, the committee chair shall appoint another member of the committee to serve as the chair of the committee. All powers delegated to the committee chair in these *Rules and Regulations* shall apply equally to any other member of the committee when acting as its chair

B. Meetings, Public Notice of Meetings, and Agendas

1. Meetings

All meetings of the Commission shall be open to the public, except where otherwise provided in the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* All meetings shall be held at times and places specified by the Chair in accordance with law and these *Rules and Regulations*.

a. *Quorum.* A quorum for a meeting of the Commission shall consist of five members.

b. *Voting.* All motions of the Commission may be approved, adopted, or passed by a favorable vote of a simple majority of the members present at a meeting. However, when considering a recommendation of landmark designation for a proposed district, an affirmative vote by six Commission members shall be required if 51% or more of the owners of property in said district responding to the request for consent file written objections to the designation.

2. Public Notice of Commission Meetings

a. *Regular Meetings.* The Commission shall provide public notice of its meetings at the beginning of each calendar year and shall state the dates, times, and places of such meetings. If the annual meeting schedule is changed, at least 10 days notice of such change shall be given by publication in a newspaper of general circulation in Chicago. If the location of a scheduled meeting changes from that stated on the public notice issued at the beginning of the calendar year, the Commission shall post a notice at the originally scheduled location and at the Commission's office stating the new location of the meeting.

b. *Special, Rescheduled, or Reconvened Meetings.* The Commission shall provide public notice of any special, rescheduled, or reconvened meeting at least 24 hours before such meeting. However, no additional public notice of a reconvened meeting need be given: (i) when

announcement of the time and place of the reconvened meeting is made at the original meeting and there is no change in the agenda, or (ii) if the meeting is convened within 24 hours.

c. *Form of Notice.* Public notice requirements of the Commission are met by: (i) posting a copy of the notice of the annual schedule and of all regular, special, rescheduled, or reconvened meetings at the office of the Commission; and (ii) supplying a copy of the notice to any news medium which has filed with the Commission a request to receive such notices.

3. *Agendas*

The Commission shall post the agenda for each regular meeting at its office and the location where the regular meeting shall be held at least 48 hours in advance of holding the meeting.

C. *Records*

1. *Public Records*

The Secretary shall keep all records of the Commission at the office of the Commission. Public records shall be made available for inspection during the hours determined by the Commission. In no instance shall a member of the public remove any record from the office unless such removal is approved in writing by the Secretary or directed by court order. Access to such records may be obtained upon written request to the Commission to the extent required by the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* The cost for copies of Commission records shall be paid by the person requesting same, and no such copies shall be released until payment is received.

2. *Minutes*

The Commission shall keep minutes of all Commission meetings, indicating those members in attendance and showing the vote of each member present upon each question, or if declining to vote, indicating such fact. The Secretary shall sign all minutes adopted by the Commission and maintain them as public records.

D. *Definition of Owner*

For the purposes of notifying or otherwise contacting an owner as specified in Chapter 2-120 of the Municipal Code, an owner, to the extent known, shall be as defined in Article II, Section D.1.a through e, of these *Rules and Regulations*.

E. *Website*

Information, Commission meeting agendas and minutes, and other educational materials on the Commission and Chicago's landmarks, landmark districts, and other historical and architectural resources can be found on the City of Chicago's Chicago Landmarks website.

Article II - Hearings on Landmark Designations

A. Purpose

Public hearings on proposed landmark designations are held to gather relevant facts and information to assist the Commission in deciding whether the subject property or properties meet the criteria for landmark designation set forth in section 2-120-620 of the Municipal Code.

B. Necessity of a Public Hearing

The Commission shall schedule a public hearing on a proposed landmark designation when the owner of the subject property declines or fails to give written consent to the proposed designation within the time specified in section 2-120-650 of the Municipal Code. In the case of a proposed landmark district, a public hearing shall be held by the Commission unless all known owners of property located within the proposed district consent to landmark designation within the time specified in section 2-120-650 of the Municipal Code.

C. Hearing Officer

A Hearing Officer shall preside over any public hearing held by the Commission on a proposed landmark designation.

1. *Appointment*

The Chair shall appoint a Hearing Officer to preside over a public hearing on a proposed landmark designation. The Chair shall appoint either: (a) a member of the Commission to serve as Hearing Officer; or (b) an uninterested person found by the Chair, in his or her sole discretion, to have the education, experience, and skill necessary to serve as a Hearing Officer. The Chair shall exercise the powers and duties of the Hearing Officer until a Hearing Officer is appointed.

2. *Powers and Duties of the Hearing Officer*

The Hearing Officer shall have the duty to conduct the hearing, to take all necessary action to avoid delay, and to maintain order. The Hearing Officer shall have all powers necessary to those ends, including, but not limited to, the power to:

- a. Arrange and change the date, time, and place of hearings in accordance with law;
- b. Extend any deadlines contained in sections 2-120-630 through 730 of the Municipal Code or these *Rules and Regulations* by agreement of all parties;
- c. Rule on all requests to become a party;
- d. Receive, exclude, or limit statements, testimony, or evidence;
- e. Question participants and witnesses;
- f. Resolve any procedural questions;

g. Recognize any member of the Commission present at the hearing and permit such member to question parties and witnesses; and

h. Take any other necessary or appropriate actions not prohibited by law.

D. Notice of Public Hearing on Designation

Pursuant to section 2-120-670 of the Municipal Code, the Commission shall provide notice prior to conducting a public hearing on a landmark designation as set forth below.

1. Notice to Owner

The Commission shall give written notice by United States regular mail, postage prepaid, of the date, time, and place of the public hearing to any known owner of the property being considered for landmark designation. In the case of a landmark district, the Commission shall provide such notice to all known owners of property in the proposed landmark district.

a. *Definition of Owner.* For purposes of supplying notice of a landmark designation hearing, an owner is any person, organization, corporation, condominium unit title holder, or other legal entity having a recorded fee simple interest in a building and/or its underlying land. When an owner has entered into a recorded land lease extending for a term in excess of 75 years which lease entitles the lessee to construct, demolish, or alter buildings on the land, the lessee shall also be considered an owner.

b. *Joint Ownership.* When one or more persons, organizations, corporations, or other legal entities are joint owners of a building and/or its underlying land, the rights afforded to owners herein shall be exercised as if there were only one owner. In such circumstances, the Commission shall have no obligation to investigate or determine the legal relationship among the joint owners governing the exercise of such rights. Absent any timely protest by an owner, the Commission may rely on representations made by a joint owner as to the manner in which such rights will be exercised.

c. *Cooperative.* When a building is owned by a cooperative corporation, the corporation will be considered the owner.

d. *Condominium.* When the ownership of a building has been divided into condominiums, the condominium association will be considered the owner. If the proposed designation includes the interior or other portions of the building not held in common ownership by the association, then the individual condominium unit owners of such portions will also be considered owners.

e. *Land Trust.* A land trustee shall be considered the owner unless the land trustee notifies the Commission in writing of the identity of the beneficial owner or owners and certifies that the beneficial owner or owners will act on behalf of the land trustee in proceedings before the Commission.

2. *On-Site Notice*

The Commission shall cause to be posted, for a period not less than 15 days immediately preceding the hearing, a notice stating the time, date, place, and matter to be considered at the hearing. The notice shall be prominently displayed on the place, building, object, or structure under consideration for landmark status or on the public ways abutting it. In the case of designation of an area or district, the notice shall be placed on the principal boundaries thereof.

3. *Publication Notice*

Not less than 15 days immediately preceding the hearing, the Commission shall cause to be published in a newspaper of general circulation in the City of Chicago a legal notice of the hearing setting forth the nature of hearing, the property, area, or district under consideration for landmark status, and the date, time, and place of the hearing.

E. Parties to Designation Hearing

1. *Party Status*

a. *Owners.* Owners of property being considered for landmark designation have the right to be a party to the designation proceeding. Any owner wishing to exercise that right shall submit an appearance form to the Hearing Officer at the public hearing. Any owner wishing only to make a statement at the public hearing or ask questions as part of the presentation by Commission staff need not declare party status.

b. *Other Parties.* Pursuant to section 2-120-680 of the Municipal Code, the following persons may become parties to a landmark designation hearing: (i) any person, organization, or other legal entity whose use or whose members' use or enjoyment of the area, district, place, building, structure, work of art, or other object proposed for designation may be injured by the designation or the failure of the Commission to recommend designation; and (ii) any person, organization, or legal entity residing in, leasing, or having an ownership interest in real property located within 500 feet of the property line of the proposed landmark or landmark district. A request to become a party shall be made by submitting an appearance form at the public hearing to the Hearing Officer along with information demonstrating satisfaction of either subsections (i) or (ii) above.

2. *Rights of Parties*

a. *Participation.* A party to a designation proceeding shall be permitted to make a presentation for or against the proposed landmark designation. Such presentation may include an oral or written statement, documents, photographs, and/or testimony from witnesses. Such presentation shall be limited to whether the area, district, place, building, structure, work of art, or other object proposed for designation meets the criteria set forth in section 2-120-620 of the Municipal Code.

b. *Prohibited Subjects.* Under no circumstances shall a party be permitted to present any information not related to whether the area, district, place, building, structure, work of art, or other object proposed for designation meets the criteria set forth in section 2-120-620 of the Municipal Code, including but not limited to, information related to any economic hardship that may result from the proposed landmark designation, an application for a permit, or zoning concerns.

F. Participation of Non-Parties

1. Participation

Any person, organization, or other legal entity not eligible to participate as a party or whose request to be a party is denied by the Hearing Officer may participate in a public hearing for a proposed landmark designation as a non-party. Such participation shall be limited to making a brief statement for or against the proposed landmark designation.

2. Procedure

To participate in a public hearing, a non-party shall complete an appearance form available at the Commission office or at the public hearing. The appearance form shall be submitted to the Hearing Officer prior to the commencement of the public hearing. The Hearing Officer may, at his or her sole discretion, allow the submission of an appearance form after the commencement of the public hearing, provided the submission will not result in prejudice to any party or cause an unreasonable delay in the hearing.

G. Conduct of Hearing

Hearings shall be conducted in an informal but orderly manner in accordance with these *Rules and Regulations* and the directions of the Hearing Officer. Participants in any hearing shall conduct themselves in a courteous manner and shall address themselves solely to the Hearing Officer. Refusal to comply with this section shall constitute grounds for immediate exclusion from any hearing.

The following shall be the order of procedure for public hearings on landmark designations. The Hearing Officer may alter the order of procedure as circumstances require.

1. Opening of the hearing by the Hearing Officer, the Commission's counsel, or other designated representative.

2. Incorporation into the record of various documents of the Commission, if any. Such documents may include, but are not limited to: (i) notification to the owner or owners; (ii) certificate(s) of publication of a legal notice; (iii) letter(s) attesting to the posting of notices; (iv) the preliminary landmark recommendation and summary of information adopted by the Commission; (v) report(s) from the Commissioner of the Department of Housing and

Economic Development; and (iv) consent/non-consent form(s). Documents may be examined at the hearing and are available for inspection at the Commission office. [Amend. 2/3/11]

3. Hearing and ruling by the Hearing Officer on all requests for party status.

4. Presentation by the Commission staff summarizing the preliminary landmark recommendation. At the conclusion of the Commission staff's presentation, any owner, whether or not a party to the hearing, and any other party may ask questions of the Commission staff provided such questions relate to whether the area, district, place, building, structure, work of art, or other object proposed for designation meets the criteria set forth in section 2-120-620 of the Municipal Code. To the extent the presentation by the Commission staff includes any testimony from witnesses, any owner, whether or not a party to the hearing, and any other party may question the witnesses.

5. Presentation(s) in support of the designation by owners who have become parties and any other parties to the hearing, if any. To the extent any presentations include testimony from witnesses, any other parties to the hearing, the Commission staff, and the hearing officer may question the witnesses.

6. Presentation(s) in opposition to the designation by owners who have become parties and any other parties to the hearing, if any. To the extent any presentations include testimony from witnesses, any other parties to the hearing, the Commission staff, and the hearing officer may question the witnesses.

7. Statements of interested persons in favor of the proposed landmark designation who have submitted an appearance form. In lieu of an oral statement, written statements may be submitted at the time of the hearing.

8. Statements of interested persons in opposition to the proposed landmark designation who have submitted an appearance form. In lieu of an oral statement, written statements may be submitted at the time of the hearing.

9. Adjournment by the Hearing Officer.

H. Recommendation to the City Council

The Commission shall make its recommendation regarding the proposed landmark or landmark district to the City Council as set forth in section 2-120-690 of the Municipal Code. As part of its recommendation, the Commission shall specifically identify the significant historical or architectural features of the proposed landmark or landmark district. A significant historical or architectural feature shall be any part, portion, or whole of an area, district, place, building, structure, work of art, or other

object that makes an essential contribution to those qualities or characteristics by which the criteria for designation are met.

The Commission shall make the entire record of a hearing available to the public pursuant to Article I, Section C, of these *Rules and Regulations*.

Article III - Procedure and Standards for Review of Permit Applications

A. Purpose

The Commission reviews all permit applications to ensure that proposed work will not adversely affect any significant historical or architectural feature of any area, district, place, building, structure, work of art, or other object that has been designated a Chicago landmark or for which the Commission has made a preliminary determination of landmark status.

B. Overview of the Process

The permit review process is set forth in sections 2-120-740 through 2-120-815 of the Municipal Code. An overview of the permit review process is set forth below. The Commission offers this overview to provide context for its regulations only and does not intend for it to supplant the requirements of the Municipal Code. Applicants and other interested persons therefore are urged to consult the Municipal Code. “Commission” as used only in this Article III.B means the Commission itself, or the Commission staff or the Permit Review Committee acting on behalf of the Commission pursuant to these Rules and Regulations.

1. *Preliminary Decision.* Following receipt of a properly completed permit application for work to a landmark or proposed landmark, the Commission shall issue in writing a preliminary decision approving or disapproving the application within 15 days of its receipt.

2. *Informal Conference.* If the Commission preliminarily disapproves the permit application, the applicant may request an informal conference with the Commission to discuss possible compromises. If the applicant wishes to have an informal conference, the applicant must submit its request in writing to the Commission within 10 days of receipt of the preliminary denial. The informal conference shall be held within 15 days of receipt of the applicant’s request by the Commission.

3. *Commission Hearing.* If the Commission and applicant are unable to reach a compromise within 30 days of the conclusion of the informal conference, or if the applicant does not request an informal conference, the Commission shall commence a public hearing on the

permit application. The public hearing shall be completed within 90 days after the Commission initially disapproved the permit application.

4. *Final Decision.* Within 30 days of the conclusion of the public hearing, the Commission shall issue a written decision approving or disapproving the permit application.

C. Review of Projects Before Applicant Files Permit Application

The Commission encourages, but does not require, applicants to seek its advice and guidance before filing a permit application for work that would affect any area, district, place, building, structure, work of art, or other object that has been designated a Chicago landmark or for which the Commission has made a preliminary determination of landmark status.

1. Requirements

The staff to the Commission may provide advice and guidance to a permit applicant before a permit application is filed. In certain instances, however, the staff may refer the request for pre-permit advice and guidance to either the Permit Review Committee or the Commission. The Commission shall establish in writing: (i) the types of proposed work that shall be referred by the staff to the Permit Review Committee or the Commission; and (ii) the information which must be submitted by the permit applicant to qualify for a pre-permit review under this section. The Commission shall make the aforementioned writing available at its offices and on the City of Chicago's Chicago Landmarks website.

2. Pre-Permit Approvals

a. The Permit Review Committee or the Commission may issue a conditional approval of the project based on the pre-permit submission by the applicant or engage in negotiations with the applicant to bring the project into compliance. If the Permit Review Committee or the Commission conditionally approves, with or without conditions, the pre-permit submission, the applicant, if it elects to file a permit application, shall complete the permit application consistent with the conditional approval and these *Rules and Regulations*.

b. Upon receipt of a permit application pursuant to Article III, Section E, of these *Rules and Regulations* for which the Permit Review Committee or the Commission has issued a conditional approval, the staff to the Commission shall compare the permit application to the conditional approval. If the scope of the proposed work has not changed, and the permit application conforms with the conditional approval, the staff shall approve the permit application, subject to any conditions, and report its approval to the Commission. If the scope of the work has not changed but the permit application does not conform to the conditional approval, the staff shall deem the application incomplete and notify the applicant of its decision.

c. If the applicant has altered the scope of the proposed work of a project for which the Permit Review Committee or the Commission issued a conditional approval, the staff to the Commission may approve the application, subject to any conditions, if the staff deems the changes to be immaterial to the conditional approval. If the staff determines that the changes made by the applicant are material, the conditional approval shall be deemed withdrawn and the permit application shall be reviewed pursuant to Article III, Section E, of these *Rules and Regulations*.

3. *Criteria*

The criteria, standards, and guidelines for review of pre-permit submissions shall be the same as those for the review of permit applications under these *Rules and Regulations*.

4. *Expiration of Pre-Permit Approval*

A conditional approval issued by the Permit Review Committee or the Commission pursuant to this section is valid for two years from the date of the conditional approval. The staff to the Commission may extend the approval for an additional year provided that the staff finds that the circumstances of the original approval, including the project and the applicable criteria, standards, and guidelines of the Commission, are substantially the same.

D. Content of Permit Applications

The Commission shall establish in writing what information must be submitted by the applicant for the permit application to be considered complete. The Commission shall make its requirements available both at its offices and on the City of Chicago's Chicago Landmarks website.

E. Preliminary Review of Permit Applications

1. *Time for Preliminary Review*

As set forth in section 2-120-760 of the Code, the Commission shall issue in writing a preliminary decision approving or disapproving a permit application within 15 days of its receipt by the Commission. The applicant may waive in writing the 15-day period required for a preliminary decision by the Commission.

2. *Review by Commission Staff for Completeness*

The staff to the Commission shall review a permit application to determine whether it is complete. If the staff determines that the application is not complete, the staff shall notify the applicant. The 15-day period for the Commission to preliminarily approve or disapprove such application shall not commence until the Commission receives an application that is complete.

If the staff to the Commission determines that the permit application is complete, it shall next determine if the proposed work will

affect any significant historical or architectural features. If the significant historical or architectural features have not been defined by the designation ordinance, the staff to the Commission shall preliminarily identify the significant historical and architectural features pursuant to Article III, Section G.1 of these *Rules and Regulations*.

3. *Determination of Effect*

a. *No effect.* If the staff to the Commission determines that the proposed work will not affect a significant historical or architectural feature, the staff shall approve the permit application, subject to any conditions required by the staff to the Commission, and report the approval to the Commission.

b. *Effect present.* If the staff to the Commission determines that the proposed work will affect a significant historical or architectural feature, the staff shall determine whether the proposed work will have an adverse effect on the significant historical or architectural features.

1. *No adverse effect.* If the staff to the Commission determines that the proposed work will not have an adverse effect on any significant historical or architectural feature, the staff shall approve the permit application, subject to any conditions required by the staff to the Commission, and report the approval to the Commission.

2. *Adverse effect.* If the staff to the Commission determines that the proposed work will have an adverse effect on any significant historical or architectural feature, the staff may take any of the following actions, except with respect to applications for demolition, in which case the staff to the Commission shall refer the application to either the Permit Review Committee or the Commission for review.

a. Contact the applicant and discuss alternative solutions which may eliminate the adverse effect. If the staff elects to contact the applicant and an agreement is reached between the staff and applicant that will eliminate the adverse effect, the staff shall approve the permit application subject to the agreement between the staff and the applicant and report the approval to the Commission. If no agreement is reached between the staff and applicant, the staff shall refer the permit application to the Permit Review Committee or Commission.

b. Refer the application to the Permit Review Committee or the Commission for preliminary approval or disapproval.

c. Preliminarily deny the permit application and report the preliminary denial to the Commission. The staff to the Commission may only issue a

preliminary denial of a permit application when the staff has communicated with the applicant in an effort to eliminate the adverse effect and an agreement has not been reached one business day before the expiration of the 15-day deadline set by section 2-120-760 of the Code.

3. *Permit Committee Review.*

If the staff to the Commission refers a permit application to the Permit Review Committee, the Committee may take any of the following actions.

a. Direct the staff to the Commission to approve the application, subject to any conditions, if the Committee finds that proposed work will not have an adverse effect on any significant historical or architectural feature and report the approval to the Commission.

b. Discuss potential compromises with the applicant that would eliminate any adverse effect. If the Permit Review Committee reaches an agreement with the applicant, it shall direct the staff to the Commission to approve the application subject to the agreement between the Committee and the applicant and report the approval to the Commission. If the Permit Review Committee does not reach an agreement with the applicant, the Committee shall refer the permit application to the full Commission for preliminary approval or disapproval.

c. Forward the permit application to the full Commission for preliminary approval or disapproval.

d. Preliminarily disapprove the permit application.

4. *Commission Review of Permit Applications.*

Upon receipt of a permit application from either the staff to the Commission or the Permit Review Committee, the Commission shall preliminarily approve or disapprove the permit application consistent with sections 2-120-770 and 2-120-780 of the Municipal Code.

F. Review Following Preliminary Disapproval of Permit by Commission

1. *Informal Conference*

Within 10 days of receipt of the Commission's written decision disapproving the permit application, the applicant may request in writing an informal conference with the Commission to review its decision. The Commission will conduct the informal conference within 15 days of receiving the written request unless the applicant and Commission agree in writing to an extension of the time limit. The purpose of this informal conference is to review the Commission's decision and attempt to resolve the issues identified in the disapproval of the permit application. The Chair shall appoint a member of the Commission, other than the Commissioner of the Department of Housing and Economic

Development, to attend the informal conference on behalf of the Commission. [Amend. 2/3/11]

2. *Public Hearing*

If the informal conference does not resolve the issues identified in the preliminary disapproval of the permit application, or should the applicant waive the informal conference and choose to pursue the permit application without modification, the Commission will hold a public hearing in accordance with section 2-120-800 of the Municipal Code and Article VI of these *Rules and Regulations*, to determine whether the proposed work will have an adverse effect on any significant historic or architectural feature of a landmark or proposed landmark.

G. **Standards and Criteria for Review of Permit Applications**

1. *Determination of Significant Historical and Architectural Features*

a. The significant historical or architectural features shall be those identified in the ordinance designating the area, district, place, building, structure, work of art, or other object as a landmark.

b. To the extent the designation ordinance for a landmark district does not identify the significant historical or architectural features, there shall be a rebuttable presumption that the significant historical or architectural features are all exterior elevations and rooflines, unless otherwise determined by the Permit Review Committee or the Commission.

c. In all other instances, the significant historical or architectural features shall be any part, portion, or whole of an area, district, place, building, structure, work of art, or other object that makes an essential contribution to those qualities or characteristics by which the criteria for designation set forth in section 2-120-620 of the Municipal Code of Chicago are met.

2. *Standards*

The U.S. Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, as well as other criteria, standards, and guidelines that may be adopted and published by the Commission, including but not limited to these *Rules and Regulations*, govern the Commission in evaluating the effect of work proposed in a permit application.

3. *Criteria for Determining Adverse Effect*

a. Work proposed as part of a permit application that is contrary to any of the following criteria will be deemed to have an adverse effect.

1. The work will maintain the significant historical or architectural feature with no material change to that feature.

2. The work will repair the significant historical or architectural feature with no material change to that feature.

3. The work will replace the significant historical or architectural feature where the original feature is deteriorated beyond reasonable methods of repair, and the replacement feature is in kind—that is, similar in design, construction, function, appearance, material, and other characteristics.

4. The work will restore the significant historical or architectural feature to its original character where the feature has been removed or altered and the alteration is not in itself significant in terms of its design, character, or material, and where the restoration is based upon documented evidence, such as photographs or drawings, of the original feature.

5. The work will restore the significant historical or architectural feature to its original character where the feature has been removed or altered and the alteration is not in itself significant in terms of its design, character, or material, and where the restoration, lacking documentary evidence, is intended to restore the general historic character of the feature as evidenced by similar building features and types.

6. The work constitutes an addition of a feature where the new feature will not adversely alter, change, obscure, damage, or destroy any significant historical or architectural feature.

7. The work constitutes new construction or an addition to a building or structure that meets the established criteria, standards, and guidelines of the Commission.

8. The work will alter a non-contributing building in a landmark district, meets the established criteria, standards, and guidelines of the Commission, and will not otherwise have an adverse effect on the significant historical or architectural features of the landmark district.

9. The work otherwise meets the Commission's criteria, standards, and guidelines and will not have an adverse effect on the significant historical or architectural features.

b. Demolition of either (i) a building or structure designated as a landmark or (ii) a contributing building or structure within a landmark district, shall be deemed a *per se* adverse effect on the significant historical or architectural features.

4. *Criteria for Determining a Contributing Building within a Landmark District*

a. *Criteria.* The following criteria shall be considered in determining whether a property contributes to the character of a landmark district:

1. The subject property exhibits the significant historical or architectural features described in the designation ordinance. If the significant historical or architectural features are not defined in the designation ordinance, they shall be determined pursuant to Article III, Section G.1 of these *Rules and Regulations*.

2. The subject property exhibits the general historic and architectural characteristics associated with the district.

3. The subject property respects the general site characteristics associated with the district.

4. The subject property exhibits the general size, shape, and scale associated with the district.

5. The materials of the subject property are compatible with the district in general character, color, and texture.

6. If the subject property has been altered in a manner which is contrary to these criteria, such changes could be easily reversed or removed. Synthetic siding, dormers, and porch enclosures shall be deemed easily reversed or removed.

b. *Prerequisites for Demolition.* Demolition of non-contributing buildings, structures, or improvements within a landmark district may be allowed if the building, structure, or improvement proposed for demolition is non-contributing to the character of the district and its removal will not have an adverse effect on the significant historical or architectural features of the district.

5. *Criteria for New Construction, Additions, and Alterations to Non-Contributing Buildings*

Permit applications for new construction, additions, and alterations to non-contributing buildings are reviewed to ensure that they are compatible with and complement existing significant historical or architectural features and qualities. The intent is to encourage excellence in contemporary design that does not imitate, but rather complements, existing architectural and environmental characteristics of the subject property or district.

The following criteria shall be considered in evaluating permit applications for new construction, additions, and alterations to non-contributing buildings:

- a. The new structure exhibits the general size, shape, and scale of the features associated with the property or district.
- b. The site plan exhibits the general site characteristics associated with the property or district.
- c. The design respects the general historic and architectural characteristics associated with the property or district in general character, color, and texture.
- d. The materials are compatible with the existing structures in the district in general character, color, and texture.
- e. In the case of additions, the addition is so connected to the property that it does not adversely alter, change, obscure, damage, or destroy any significant critical features.
- f. In the case of minor alterations to non-contributing buildings, minor alterations compatible with the architectural character of the existing building shall be deemed to not have an adverse effect on the significant historical or architectural features of the landmark.

Article IV - Hearings on Permit Applications

A. Purpose

A public hearing shall be held by the Commission on a permit application to determine whether proposed work will adversely affect any significant historical or architectural feature of a landmark or a proposed landmark.

B. Necessity of a Public Hearing

A public hearing shall be held by the Commission on a permit application when required and within the time period specified by section 2-120-800 of the Municipal Code.

C. Hearing Officer

A Hearing Officer shall preside over any public hearing held by the Commission on a permit application.

1. *Appointment*

The Chair shall select a hearing officer in accordance with Article II, Section C.1, of these *Rules and Regulations*, except that the Chair shall not select the Commissioner of the Department of Housing and Economic Development to serve as a Hearing Officer. The Chair shall

exercise the powers and duties of the Hearing Officer until a Hearing Officer is appointed. [Amend. 2/3/11]

2. Powers and Duties of the Hearing Officer

The Hearing Officer shall have the duty to conduct the hearing, to take all necessary action to avoid delay, and to maintain order. The Hearing Officer shall have all powers necessary to those ends, including, but not limited to, the power to:

- a. Arrange and change the date, time, and place of hearings in accordance with law;
- b. Extend any deadlines contained in sections 2-120-670 through 680 and sections 2-120-740 through 800 of the Municipal Code or these *Rules and Regulations* by agreement of all parties;
- c. Rule on all requests to become a party and set deadlines for any submissions of information contained in these *Rules and Regulations*;
- d. Receive, exclude, or limit evidence;
- e. Question witnesses;
- f. Resolve any procedural questions;
- g. Recognize any member of the Commission present at the hearing and permit such member to question witnesses;
- h. Report in writing his or her findings and/or conclusions to the Commission; and
- i. Take any other necessary or appropriate actions not prohibited by law.

D. Notice of Public Hearing on Permit Application

Pursuant to section 2-120-670 of the Municipal Code, the Commission shall provide notice prior to conducting a public hearing on a permit application as set forth below:

1. Notice to Applicant and Owner, if Different

Notice of the date, time, and place of the public hearing shall be given to the applicant of the permit application and any known owner(s) of the property at issue, if different from the applicant. For the purpose of supplying notice of a public hearing on a permit application, an owner shall be as defined in Article II, Section D.1, of these *Rules and Regulations*.

2. On-Site Notice and Publication Notice

Notice shall be given as stated in Article II, Sections D.2 and D.3, of these *Rules and Regulations*.

E. Parties to Permit Application Hearing

1. Procedure

a. *Parties as a Matter of Right.* In any public hearing held by the Commission on a permit application, the (i) applicant of the permit application, (ii) the owner of the property at issue, if different from the applicant, and the (iii) Historic Preservation Division of the Department of Housing and Economic Development shall be deemed parties to the hearing. All parties as a matter of right shall complete an appearance form available from the Commission and file it with the Commission by the date set by the Hearing Officer, but no later than 10 days prior to the hearing. [Amend. 2/3/11]

b. *Parties by Request.* Pursuant to section 2-120-680 of the Municipal Code, the following persons may become parties to a permit review hearing: (i) any person, organization, or other legal entity whose use or enjoyment of the area, district, place, building, structure, work of art, or other object designated as a landmark may be injured by the approval or disapproval of a proposed alteration, construction, reconstruction, erection, demolition, or relocation of a designated landmark; and (ii) any person, organization, or legal entity residing in, leasing, or having an ownership interest in real property located within 500 feet of the property line of the designated landmark or landmark district. Such person, organization, or legal entity must request to become a party by completing an appearance form available from the Commission and filing it with the Commission by the date set by the Hearing Officer, but no later than 5 business days prior to the public hearing. The Hearing Officer may rule on a request for party status prior to the public hearing, but if the Hearing Officer does not, he or she shall rule at the commencement of the public hearing.

c. At his or her discretion, the Hearing Officer may accept appearance forms after the set deadlines for such filings provided it will not result in prejudice to a party or an unreasonable delay in the hearing.

2. Rights of Parties

a. *Evidence and Testimony.* A party to a public hearing on a permit application shall be permitted to present evidence and testimony either in support of or in opposition to the permit application. A party's evidence and testimony may consist of both documents, including but not limited to reports, records, and photographs, and testimony from fact and/or expert witnesses. Under no circumstances shall a party be permitted to present any evidence related to economic hardship which may result from the denial of the permit application.

b. *Cross-Examination.* A party shall be entitled to cross-examine witnesses of an adverse party. Re-direct and re-cross shall also be permitted.

c. *Rebuttal Evidence and Testimony.* The applicant for a permit or the owner, if different from the applicant, shall be permitted

to present rebuttal evidence and testimony. The right to cross-examination, re-direct, and re-cross, as set forth above in subsection 2(b), shall apply to the witnesses called during rebuttal.

d. *Post-Hearing Submission.* Following a public hearing, a party may submit draft findings or conclusions for the Hearing Officer's consideration.

3. *Disclosure of Testimony and Evidence*

a. *Disclosures by Parties.* All parties to a public hearing on a permit application shall disclose the following information to all other parties:

1. *Position Statement.* A written statement setting forth whether the party supports or disapproves of the permit application and all bases for its position.

2. *Fact Witnesses.* The name and address of every witness the party will call to testify at the public hearing, together with a summary of the facts to which each witness is expected to testify.

3. *Expert Witnesses.* The name and address of every expert witness the party will call to testify at the public hearing. The party shall also disclose the qualifications of the expert witness, the expert's conclusions and opinions, any report or summary prepared by the expert of his or her opinions and conclusions, and any documents relied upon or examined by the expert witness in the formulation of his opinions or conclusions.

4. *Documents.* A copy of each document or other tangible item that the party will introduce as evidence at the hearing.

b. *Timing of Disclosures.* Parties as a Matter of Right, as defined in Article IV, Section E.1.a of these *Rules and Regulations*, shall make their disclosures by such date set by the Hearing Officer, but no later than 10 days prior to the commencement of the public hearing. Parties by request, as defined in Article IV, Section E.1.b of these *Rules and Regulations*, shall make their disclosures by such date set by the Hearing Officer, but no later than 5 business days prior to the commencement of the public hearing. At his or her discretion, the Hearing Officer may accept disclosures after the deadline provided it will not result in prejudice to a party or an unreasonable delay in the hearing.

F. Participation of Non-Parties

1. *Participation*

Any person, organization, or other legal entity not eligible or desiring to participate as a party or whose request to become a party is denied by the Hearing Officer may participate in a public hearing on a

permit application as a non-party. Such participation shall be limited to making a brief statement for or against the proposed permit application.

2. Procedure

To participate in a public hearing, a non-party shall complete an appearance form available at the Commission office or at the public hearing. The appearance form shall be submitted to the Hearing Officer prior to the commencement of the public hearing. The Hearing Officer may, at his or her sole discretion, allow the submission of an appearance after the commencement of the public hearing, provided the submission will not result in prejudice to any party or cause an unreasonable delay in the hearing.

G. Burden of Proof

The permit applicant bears the burden of proving that the proposed work will not have an adverse effect on the significant historical or architectural features of the landmark property or district. Whether the proposed work will have an adverse affect shall be governed by the standard set forth in Article III, Section G of these *Rules and Regulations*.

H. Conduct of Public Hearing

Public hearings shall be conducted in a formal and orderly manner in accordance with these *Rules and Regulations* and at the direction of the Hearing Officer. Participants in any hearing and their attorneys, if any, shall conduct themselves in a courteous manner and shall address themselves solely to the Hearing Officer. Refusal to comply with this section shall constitute grounds for immediate exclusion from any hearing.

The following is the order of procedure for public hearings on permit applications. The Hearing Officer may alter the order of procedure as circumstances require.

1. Opening of the hearing by the Hearing Officer, the Commission's counsel, or other designated representative.
2. Hearing and ruling by the Hearing Officer on all requests for party status.
3. Taking of appearances of parties and their counsel, if any.
4. Incorporation into the record of various documents of the Commission, if any. Such documents may include, but are not limited to: (i) notification of the hearing to the applicant and owner of the subject property, if different; (ii) certificate(s) of publication of a legal notice; and (iii) letter(s) attesting to the posting of notices. Documents may be examined at the hearing and are available for inspection at the Commission office.
5. Opening statements by the parties.

6. Presentation of cases-in-chief by parties in support of the application, with cross-examination of the their witnesses by parties adverse to the application, and re-direct and re-cross to the extent necessary. The Hearing Officer may also question witnesses.

7. Presentation of cases-in-chief by parties in opposition to the application, with cross-examination of their witnesses by parties in support of the application, and re-direct and re-cross to the extent necessary. The Hearing Officer may also question witnesses.

8. Presentation of rebuttal case, if any, by applicant or owner, if different, with cross-examination of the witnesses by parties adverse to the application, and re-direct and re-cross to the extent necessary.

9. Statements of interested persons in favor of the permit application who have submitted an appearance form. In lieu of an oral statement, written statements may be submitted at the time of the hearing.

10. Statements of interested persons in opposition the permit application who have submitted an appearance form. In lieu of an oral statement, written statements may be submitted at the time of the hearing.

11. Closing statements by the parties.

12. Adjournment by the Hearing Officer. Before adjournment, the Hearing Officer shall set a deadline for the optional submission of draft findings or conclusions by the parties for the Hearing Officer's consideration.

I. Record of Hearing

The record of the hearing shall consist of (i) the transcript of the hearing, (ii) all documents admitted as evidence at the hearing, (iii) any written statements submitted at the hearing, (iv) any documents of the Commission incorporated into the record as described in Article IV, Section H.1, and (v) any draft findings or conclusions submitted by the parties.

J. Post-Hearing Submission to Commission

1. *Submission of Draft Findings and Conclusions by Parties*

Any party may submit draft findings or conclusions for the Hearing Officer's consideration. The Hearing Officer shall set a deadline for submission of such draft findings or conclusions before concluding the public hearing.

2. *Report by Hearing Officer*

Following a public hearing on a permit application, the Hearing Officer shall report in writing his or her findings and/or conclusions to the Commission and make the entire record of the hearing available to the full Commission for its review.

K. Final Review by the Commission

1. *Scope of Commission Review*

The public hearing is the forum for the presentation of all evidence and testimony by the parties regarding the permit application. The Commission shall only consider evidence or testimony included in the record of the hearing described in Article IV, Section I in determining whether to approve or disapprove the permit application.

2. *Final Commission Decision*

Following receipt and consideration of the report of the Hearing Officer, the Commission shall issue a written administrative decision approving or disapproving the permit application within the time specified in section 2-120-800 of the Municipal Code. The decision shall contain the findings or conclusions that constitute the basis for the decision consistent with the criteria in sections 2-120-740 through 780 of the Municipal Code and these *Rules and Regulations*.

Pursuant to section 2-120-810 of the Municipal Code, the written decision of the Commission constitutes a final administrative decision subject to judicial review, unless the decision involves approving a application for demolition subject to City Council review under section 2-120-825 of the Municipal Code.

3. *Recusal by the Commissioner of the Department of Housing and Economic Development*

The Commissioner of the Department of Housing and Economic Development shall recuse himself or herself from any vote by the Commission on any final decision on a permit application. [Amend. 2/3/11]

Article V - Hearings for Expedited Consideration of Proposed Landmark Designations and Permit Applications

A. Purpose

A public hearing on both a proposed landmark designation and a permit application involving the area, district, place, building, structure, work of art, or other object under consideration for landmark designation is held (i) to gather relevant facts and information to assist the Commission in deciding whether the property under consideration for landmark designation meets the criteria set forth in section 2-120-620 of

the Municipal Code; and (ii) to determine whether the work set forth in the permit application will adversely affect any significant historical or architectural feature of the proposed landmark.

B. Necessity of a Public Hearing

A public hearing on both the proposed landmark designation and the permit application shall be held by the Commission within the time specified by section 2-120-820 of the Municipal Code when (i) the Commission has issued a preliminary disapproval of a permit application for work involving the area, district, place, building, structure, work of art, or other object being considered for landmark designation, and (ii) the Commission has failed to resolve the permit application with the applicant.

C. Hearing Officer

A Hearing Officer shall preside over any public hearing held by the Commission on both a proposed landmark designation and a permit application.

1. *Appointment*

The Chair shall select a Hearing Officer in accordance with Article II, Section C.1, of these *Rules and Regulations*, except that the Chair shall not select the Commissioner of the Department of Housing and Economic Development to serve as a Hearing Officer. [Amend. 2/3/11]

2. *Powers and Duties of the Hearing Officer*

As related to the proposed landmark designation, the Hearing Officer shall have all powers and duties as described in Article II, Section C.2, of these *Rules and Regulations*. As related to the permit application, the Hearing Officer shall have all powers and duties as described in Article IV, Section C.2, of these *Rules and Regulations*.

D. Notice of Public Hearing

As related to the proposed landmark designation, the Commission shall provide notice as set forth in Article II, Section D, of these *Rules and Regulations*. As related to the permit application, the Commission shall provide notice as set forth in Article IV, Section D, of these *Rules and Regulations*.

E. Parties to the Public Hearing

Parties and non-parties to the landmark designation portion of the public hearing shall be governed by Article II, sections E and F, of these Rules and Regulations. Parties and non-parties to the permit application portion of the public hearing shall be governed by Article IV, sections E and F, of these *Rules and Regulations*.

F. Burden of Proof

As related to the permit application, the applicant bears the burden of proof as described in Article IV, Section G, of these *Rules and Regulations*.

G. Conduct of Public Hearing

1. Order

The permit application portion of the hearing shall precede the landmark designation portion of the hearing. The Hearing Officer may alter the order of procedure as circumstances require.

2. Permit Application

For the permit application portion of the hearing, the conduct of the hearing, the hearing record, the post-hearing submissions, and the final review by the Commission shall follow Article IV, Sections H through K, of these *Rules and Regulations*.

At the discretion of the Hearing Officer and by mutual agreement of all parties, the parties may offer evidence and testimony pertaining to whether the property under consideration for landmark designation meets the criteria set forth in section 2-120-620 of the Municipal Code during the permit application portion of the hearing, and such evidence or testimony may be incorporated by reference in the landmark designation portion of the hearing to avoid unnecessary duplication.

3. Landmark Designation

For the landmark designation portion of the hearing, the conduct of the hearing and the Commission's final recommendation to City Council shall follow Article II, Sections G through H, of these *Rules and Regulations*.

Article VI - Economic Hardship

A. Application for Economic Hardship

Pursuant to section 2-120-830 of the Municipal Code, upon final notification from the Commission or the City Council of a decision to deny an application for a permit to construct, reconstruct, alter, add to, demolish or relocate property given a preliminary recommendation for landmark status or designated as a landmark, the permit applicant may within 30 days apply to the Commission for an economic hardship exception on the basis that the denial of the permit will result in the loss of all reasonable and beneficial use of or return from the property.

B. Public Hearing on Economic Hardship

Pursuant to section 2-120-840 of the Municipal Code, the Commission shall hold a public hearing on an application for an economic hardship exception within 30 days from receipt by the Commission of the application. Public hearings on applications for an economic hardship exception shall follow the procedures for public hearings as set forth in Article IV of these *Rules and Regulations*.

C. Burden of Proof

The applicant bears the burden of proof that the existing use of the property is economically infeasible and that the sale, rental, or rehabilitation of the property is not possible, resulting in the property not being capable of earning any reasonable economic return. Proof of economic hardship is not established solely by submission of proof of actual financial loss or lost opportunity to obtain increased return from the property, although these factors the Commission may consider. Proof of economic hardship must be established by clear and convincing evidence.

D. Evidence of Economic Hardship

Any applicant for an economic hardship exception shall offer at the public hearing described in section 2-120-840 of the Municipal Code evidence relevant to the following issues:

1. The applicant's knowledge of the landmark designation at the time of acquisition, or whether the property was designated subsequent to acquisition.

2. The current level of economic return on the property as considered in relation to the following:

- a. The amount paid for the property, the date of purchase, and party from whom purchased, including a description of the relationship, if any, between the owner of record or applicant and the person from whom the property was purchased and any terms of financing between seller and buyer.

- b. The annual gross and net income from the property for the previous three years; itemized operating and maintenance expenses for the previous three years; and depreciation deduction and annual cash flow before and after debt service, if any, during the same period.

- c. Remaining balance on any mortgage or other financing secured by the property and annual debt-service, if any, during the prior three years.

- d. Real-estate taxes for the previous four years and assessed value of the property according to the two most recent assessed valuations.

e. All appraisals obtained within the previous two years by the owner or applicant in connection with the purchase, financing, or ownership of the property.

f. Form of ownership or operation of the property, whether sole proprietorship, for-profit or not-for-profit corporation, limited partnership, joint venture, or other.

g. Any state or federal income tax returns on or relating to the property for the past two years.

3. Any listing of the property for sale or rent, price asked, and offers received, if any, within the previous two years, including testimony and relevant documents regarding:

a. Any real-estate broker or firm engaged to sell or lease the property.

b. Reasonableness of the price or rent sought by the applicant.

c. Any advertisements placed for the sale or rent of the property.

4. The infeasibility of profitable alternative uses for the property as considered in relation to the following:

a. A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation.

b. Estimate of the cost of the proposed construction, alteration, demolition, or removal, and an estimate of any additional cost that would be incurred to comply with the recommendation and decision of the Commission issued pursuant to section 2-120-800 of the Municipal Code.

c. Estimated market value of the property in the current condition; after completion of the proposed construction, alteration, demolition, or removal; and, in the case of a proposed demolition, after renovation of the existing property for continued use.

d. In the case of a proposed demolition, the testimony of an architect, developer, real-estate consultant, appraiser, or other real-estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property.

Article VII - Preservation Easements

A. Definition and Purpose

A preservation or conservation easement is a legal agreement between a property owner and a public agency or a private, not-for-profit organization which gives the agency or organization the right to monitor and protect the architectural and historic character of the property. Easement donations may be made to the City of Chicago.

B. Public Hearing on Preservation Easements

The Commission shall hold a public hearing on any proposed donation before recommending to the City Council that the donation be accepted. The Commission's public hearing will be conducted according to the procedures set forth in Article II of these *Rules and Regulations*.

Chicago Landmark Designation Process*

Commission on Chicago Landmarks

1. **Preliminary Summary of Information Report by Commission Staff**
Commission staff researches the historic and architectural significance of the building or the district and submit a report to the Commission.
2. **Preliminary Recommendation**
The Commission votes whether to initiate the consideration process for a proposed designation. A positive vote puts in place the Commission's authority to review building permits during the consideration process.
3. **Report from Department of Housing and Economic Development**
Statement of how the proposed landmark designation affects neighborhood plans and policies.
4. **Commission Requests Owner Consent**
The Commission contacts each owner and requests consent. Owner consent is advisory—not required—for designation (except for houses of worship). When an owner does not consent, a public hearing is held.
5. **Public Hearing**
A public hearing is held to gather relevant facts and information to assist the Commission in its consideration of the proposed landmark designation.
6. **Final Commission Recommendation**
After a review of the entire record, the Commission votes whether to recommend the proposed landmark designation to the City Council.
7. **Hearing by City Council's Landmarks Committee**
The Commission's recommendation is referred to the Committee on Historical Landmarks Preservation, which votes on whether to recommend the designation to City Council.
8. **Vote on Designation by City Council**
Designation of a Chicago Landmark is a legislative act of the Chicago City Council.

*This overview is offered as context for the landmark designation process as set forth in sections 2-120-630 through 2-120-730 of the Municipal Code and does not supplant the provisions of the Code. Interested persons are therefore urged to consult the Code.



Alta Vista Terrace (3800 block) was the first landmark district to be designated as a landmark by the City Council (Sept. 15, 1971). The forty English-style row houses facing this one-block-long street – located just north of Wrigley Field—were built in 1900-04 by developer Samuel E. Gross. (Photograph by Richard Nickel, c. 1970.)

COMMISSION ON CHICAGO LANDMARKS

Rafael M. Leon, Chairman
James M. Houlihan, Vice Chairman
Maurice D. Cox, Secretary
Gabriel Ignacio Dziekiewicz
Juan Gabriel Moreno
Carmen A. Rossi
Mary Ann Smith
Richard Tolliver
Ernest C. Wong

The Commission is staffed by the:



CHICAGO DEPARTMENT OF
PLANNING & DEVELOPMENT

Department of Planning and Development,
Bureau of Planning, Historic Preservation & Sustainability

Historic Preservation Division
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
312.744.3200 (TEL) ~ 312.744.9140 (FAX)
<http://www.cityofchicago.org/landmarks>

EXHIBIT 4
2023 OPERATING AND CAPITAL BUDGET

(EXHIBIT FOLLOWS)

Richard J. Daley Center
50 West Washington
Chicago, IL 60602

2023 Annual Budget Executive Summary

Introduction

The Public Building Commission of Chicago and MB Real Estate Services Inc are pleased to present the 2023 Operating and Capital Budget for the Richard J. Daley Center. The 2023 operating expense budget of \$19,902,064 reflects an increase of 1.30% over the 2022 Budget of \$19,646,871.

The 1.30% increase in operating expenses equates to \$255,193 and is primarily a result of annual increases to utility expenses stemming from enhanced operations of the building's mechanical systems. Annual increases to union cleaning, security and engineering wages are also contributing factors.

Elevated levels of cleaning and disinfection staffing are all COVID-19 mitigation efforts that started in 2021 and are projected to continue through all of 2023 and represents \$710,000 of the projected increase in operating expenses.

The 2023 Capital Improvement Plan included projects such as chiller isolation valve installations, lobby lighting conversion to LED, building security enhancements and the design and installation of electric vehicle charging stations. The Capital Improvement Plan for 2023 totals \$3,792,000 which represents a \$258,000 decrease over the 2022 Capital Improvement Plan budget.

One of the primary operating goals for 2023 was the procurement of tenancy for the retail space on the Concourse Level. The building is in lease negotiations with an MBE Coffee Shop to replace Starbucks.

Leasing of this vacant space will provide a rent stream as well providing tenants and visitors a convenient place for beverages and a snack without leaving the building.

The Percentage for Operating Expense Allocation for 2023 are as follows: Cook County – 94.92%, City of Chicago – 0.344%, Public Building Commission – 2.985%, ILCC – 0.739% and IWCC – 1.008%

2023 BUDGET SUMMARY				
	2022 BUDGET	2023 BUDGET	% CHANGE 2021 BUDGET TO 2022 BUDGET	% CHANGE 2021 BUDGET TO 2022 BUDGET
OPERATING BUDGET				
REVENUE				
BASE RENT (1)	\$19,616,871	\$19,902,064	\$285,193	1.45%
RETAIL INCOME (2)	\$73,200	\$73,200	\$0	0.00%
OTHER INCOME (3)	\$167,024	\$167,024	\$0	0.00%
INCOME FROM SERVICES RESOLD (4)	\$572,757	\$801,731	\$228,974	39.98%
TOTAL REVENUE	\$20,429,852	\$20,944,019	\$514,166	2.52%
EXPENSES				
UTILITIES EXPENSE	\$3,710,141	\$3,862,039	\$151,899	4.09%
CLEANING EXPENSE	\$4,703,681	\$4,819,325	\$115,644	2.46%
SECURITY EXPENSE	\$4,029,451	\$3,531,671	\$497,781	-12.35%
MECHANICAL MAINTENANCE	\$4,597,970	\$4,763,300	\$165,330	3.60%
BUILDING GENERAL	\$901,780	\$1,047,916	\$146,136	16.21%
ADMINISTRATIVE EXPENSE	\$1,023,849	\$1,155,952	\$132,103	12.90%
INSURANCE	\$680,000	\$721,862	\$41,862	6.16%
SUBTOTAL BLDG OPERATING EXPENSES	\$19,646,871	\$19,902,064	\$255,193	1.30%
REIMBURSABLE EXPENSES				
COST OF SERVICES RESOLD	\$572,757	\$801,731	\$228,974	39.98%
OPERATING CONTINGENCY	\$0	\$0	\$0	0.00%
SUBTOTAL REIMBURSABLE EXPENSES	\$572,757	\$801,731	\$228,974	39.98%
NET OPERATING AUTHORIZATION REQUIREI	\$20,219,628	\$20,703,795	\$484,166	2.39%
CAPITAL BUDGET	\$4,050,000	\$3,792,000	\$258,000	-6.37%
TOTAL DALEY CENTER BUDGET	\$24,269,628	\$24,495,795	\$226,166	0.93%

Budget Variance Explanations (\$5k and 5%)

- The \$228,974 increase in Income from Services Resold stems from higher projected gas costs for Cook County and the City of Chicago in 2022. 2021 steam usage reconciliation credits will also decrease overall revenues for tenant steam usage reimbursements.
- The \$497,781 decrease in Security Expense is due to the removal of several contingencies for 2023 COVID-19 related expenses included within the security expense category.
- The \$146,136 increase to Building General Expense results from outsourcing the carpenter labor to a third-party vendor. The reclassification of costs associated with the installation and rental of exterior plaza tenting used to protect building visitors and tenants when entering and exiting the building. There is a granite repair contingency for the east stairwell.
- The \$132,103 increase to Administrative Expense is result of normal staff payroll increases. A correction of a 2022 under budgeted benefit expense.
- The \$41,862 is an increase of insurance premiums based on 2022 actuals.

Capital Improvement Plan

The 2023 Capital Improvement Budget includes \$3,792,000 for the projects listed below:

1. Gas Booster Replacement - **\$150,000**
 - a. Increase line pressure supplied by People's Gas to eliminate 3 boosters.
2. Chilled Water Isolation Valve Installation/Replacement - **\$300,000**
 - a. Installation of chilled water isolation valves with new bypass.
3. Lobby LED Lighting Conversion - **\$288,000**
 - a. Retrofit existing lobby light fixtures to LED's.
4. Pigeon Mitigation - **\$450,000**
 - a. Plaza pigeon control.
5. Plaza Fountain Rebuild - **\$240,000**
 - a. Refurbish the plaza fountain, including lighting, pipes, and heads.
6. Truck Lane Wall and Curb Repair - **\$100,000**
 - a. Repair curbing on both sides of the truck retaining wall.
7. Building Security Enhancements - **\$1,000,000**
 - a. Upgrade security in the lobby and thru the public areas.
8. Re-Lining of Cooling Towers - **1,164,000**
 - a. Replace and repair the existing inner lining cells of the cooling towers.
9. Electric Vehicle Charging Stations - **\$100,000**
 - a. Installation of electric vehicle charging stations within the building's dock and lower level parking garage.

**RICHARD J. DALEY CENTER
OPERATIONS AND MAINTENANCE BUDGET
2023 Budget Summary**

COOK COUNTY		2023 Funding %*	2022 Funding %*
BASE RENT	\$18,891,835		
STEAM CHARGES	\$357,733		
2023 CAPITAL PROJECTS	\$3,599,518		
TOTAL COUNTY	\$22,849,086	94.924%	95.88%
CITY OF CHICAGO			
BASE RENT	\$68,463		
STEAM CHARGES	\$443,998		
2023 CAPITAL PROJECTS	\$13,044		
TOTAL CITY	\$525,506	0.344%	0.35%
PBCC			
BASE RENT	\$594,077		
2023 CAPITAL PROJECTS	\$113,191		
TOTAL PBCC	\$707,268	2.985%	3.76%
ILLINOIS WORKERS COMPENSATION COMMISSION			
BASE RENT	\$200,613		
2023 CAPITAL PROJECTS	\$38,223		
TOTAL IWCC	\$238,836	1.008%	0.00%
ILLINOIS LIQUOR CONTROL COMMISSION			
BASE RENT	\$147,076		
2023 CAPITAL PROJECTS	\$28,023		
TOTAL ILCC	\$175,099	0.739%	0.00%
TOTAL FUNDING:	\$24,495,795	100.00%	100.00%

*Note: Percentage based on 2022 square footage occupied.

**RICHARD J. DALEY CENTER
OPERATIONS AND MAINTENANCE BUDGET
2023 BUDGET SUMMARY**

BUDGET SUMMARY	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
REVENUE					
BASE RENT	\$19,902,064	\$19,616,871	\$18,962,466	\$939,598	4.96%
RETAIL INCOME	\$73,200	\$73,200	\$93,664	(\$20,464)	-21.85%
OTHER INCOME	\$167,024	\$167,024	\$168,224	(\$1,200)	-0.71%
INCOME FROM SERVICES RESOLD	\$801,731	\$572,757	\$732,996	\$68,735	9.38%
TOTAL REVENUE	\$20,944,019	\$20,429,852	\$19,957,350	\$986,669	4.94%
OPERATING AND REIMBURSABLE EXPENSES					
UTILITIES EXPENSE	\$3,862,039	\$3,710,141	\$2,957,077	\$904,962	30.60%
CLEANING EXPENSE	\$4,819,325	\$4,703,681	\$4,589,201	\$230,124	5.01%
SECURITY EXPENSE	\$3,531,671	\$4,029,451	\$3,730,874	(\$199,203)	-5.34%
MECHANICAL MAINTENANCE	\$4,763,300	\$4,597,970	\$4,486,367	\$276,933	6.17%
BUILDING GENERAL	\$1,047,916	\$901,780	\$854,470	\$193,446	22.64%
ADMINISTRATIVE EXPENSE	\$1,155,952	\$1,023,849	\$1,104,365	\$51,587	4.67%
INSURANCE	\$721,862	\$680,000	\$680,000	\$41,862	6.16%
SUBTOTAL BUILDING OPERATING EXPENSES	\$19,902,064	\$19,646,871	\$18,402,354	\$1,499,710	8.15%
COST OF SERVICES RESOLD	\$801,731	\$572,757	\$732,996	\$68,735	9.38%
OPERATING CONTINGENCY	\$0	\$0	\$0	\$0	0.00%
TOTAL EXPENSES	\$20,703,795	\$20,219,628	\$19,135,350	\$1,568,445	8.20%

**RICHARD J. DALEY CENTER
OPERATIONS AND MAINTENANCE BUDGET
3 YEAR BUDGET COMPARISON**

3 YEAR BUDGET COMPARISON	PROPOSED 2023 BUDGET	2022 BUDGET	2021 BUDGET	\$ VARIANCE 2023 BUDGET VS. 2022 BUDGET	% VARIANCE 2023 BUDGET VS. 2022 BUDGET
REVENUE					
BASE RENT	\$19,902,064	\$19,616,871	\$16,199,821	\$285,193	1.45%
RETAIL INCOME	\$73,200	\$73,200	\$162,852	\$0	0.00%
OTHER INCOME	\$167,024	\$167,024	\$168,224	\$0	0.00%
INCOME FROM SERVICES RESOLD	\$801,731	\$572,757	\$993,526	\$228,974	39.98%
TOTAL REVENUE	\$20,944,019	\$20,429,852	\$17,524,423	\$514,167	2.52%
OPERATING AND REIMBURSABLE EXPENSES					
UTILITIES EXPENSE	\$3,862,039	\$3,710,141	\$2,743,182	\$151,899	4.09%
CLEANING EXPENSE	\$4,819,325	\$4,703,681	\$4,536,442	\$115,644	2.46%
SECURITY EXPENSE	\$3,531,671	\$4,029,451	\$2,677,511	(\$497,781)	-12.35%
MECHANICAL MAINTENANCE	\$4,763,300	\$4,597,970	\$4,136,491	\$165,330	3.60%
BUILDING GENERAL	\$1,047,916	\$901,780	\$775,770	\$146,136	16.21%
ADMINISTRATIVE EXPENSE	\$1,155,952	\$1,023,849	\$1,033,023	\$132,103	12.90%
INSURANCE	\$721,862	\$680,000	\$628,480	\$41,862	6.16%
SUBTOTAL BUILDING OPERATING EXPENSES	\$19,902,064	\$19,646,871	\$16,530,899	\$255,193	1.30%
COST OF SERVICES RESOLD (TAB X)	\$801,731	\$572,757	\$993,526	\$228,974	39.98%
OPERATING CONTINGENCY	\$0	\$0	\$0	\$0	0.00%
TOTAL EXPENSES	\$20,703,795	\$20,219,628	\$17,524,425	\$484,167	2.39%

**RICHARD J. DALEY CENTER
OPERATIONS AND MAINTENANCE EXPENSE SHARES**

	PROPOSED 2023 BUDGET	COOK COUNTY EXPENSE SHARE	PUBLIC BUILDING COMMISSION EXPENSE SHARE	CITY OF CHICAGO EXPENSE SHARE	ILLINOIS WORKERS COMPENSATION COMMISSION	ILLINOS LIQUOR CONTROL COMMISSION
OPERATING AND REIMBURSABLE EXPENSES						
UTILITIES EXPENSE	\$3,862,039	\$3,666,002	\$115,282	\$13,285	\$38,929	\$28,540
CLEANING EXPENSE	\$4,819,325	\$4,574,696	\$143,857	\$16,578	\$48,579	\$35,615
SECURITY EXPENSE	\$3,531,671	\$3,352,403	\$105,420	\$12,149	\$35,599	\$26,099
MECHANICAL MAINTENANCE	\$4,763,300	\$4,521,515	\$142,185	\$16,386	\$48,014	\$35,201
BUILDING GENERAL	\$1,047,916	\$994,723	\$31,280	\$3,605	\$10,563	\$7,744
ADMINISTRATIVE EXPENSE	\$1,155,952	\$1,097,276	\$34,505	\$3,976	\$11,652	\$8,542
INSURANCE	\$721,862	\$685,220	\$21,548	\$2,483	\$7,276	\$5,335
TOTAL BUILDING OPERATING EXPENSES	\$19,902,064	\$18,891,835	\$594,077	\$68,463	\$200,613	\$147,076

**RICHARD J. DALEY CENTER
OPERATIONS AND MAINTENANCE EXPENSE SHARES**

	COOK COUNTY PROPOSED 2023 BUDGET EXPENSE SHARE	COOK COUNTY 2022 BUDGET EXPENSE SHARE	COOK COUNTY 2021 BUDGET EXPENSE SHARE
OPERATING AND REIMBURSABLE EXPENSES			
UTILITIES EXPENSE	\$3,666,002	\$3,521,814	\$2,630,382
CLEANING EXPENSE	\$4,574,696	\$4,464,922	\$4,349,904
SECURITY EXPENSE	\$3,352,403	\$3,824,916	\$2,567,412
MECHANICAL MAINTENANCE	\$4,521,515	\$4,364,577	\$3,966,398
BUILDING GENERAL	\$994,723	\$856,005	\$743,870
ADMINISTRATIVE EXPENSE	\$1,097,276	\$971,878	\$990,545
INSURANCE	\$685,220	\$617,006	\$602,637
TOTAL BUILDING OPERATING EXPENSES	\$18,891,835	\$18,621,119	\$15,851,148

RICHARD J. DALEY CENTER 2023 OPERATING BUDGET BY OCCUPANTS

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	ANNUAL BUDGET
SUMMARY OF OPERATING AND MAINTENANCE RENTAL OBLIGATIONS													
COUNTY BASE RENT	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$18,891,835
COUNTY STEAM CHARGES	\$0	\$72,865	\$68,314	\$42,154	\$3,976	\$2,028	\$1,366	\$2,802	\$2,731	\$9,218	\$70,471	\$81,808	\$357,733
TOTAL COUNTY O & M CHARGES	\$1,574,320	\$1,647,184	\$1,642,633	\$1,616,473	\$1,578,296	\$1,576,347	\$1,575,685	\$1,577,121	\$1,577,051	\$1,583,538	\$1,644,791	\$1,656,128	\$19,249,568
IWCC BASE RENT	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$200,613
TOTAL IWCC O & M CHARGES	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$200,613
ILCC BASE RENT	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$147,076
TOTAL ILCC O & M CHARGES	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$147,076
CITY BASE RENT	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$68,463
CITY STEAM CHARGES	\$38,208	\$69,199	\$66,136	\$48,138	\$19,647	\$10,942	\$12,733	\$9,689	\$9,994	\$25,260	\$65,381	\$68,670	\$443,998
TOTAL CITY O & M CHARGES	\$43,914	\$74,904	\$71,841	\$53,843	\$25,352	\$16,647	\$18,438	\$15,395	\$15,699	\$30,965	\$71,087	\$74,376	\$512,461
PBCC BASE RENT	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$594,077
TOTAL PBCC O & M CHARGES	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$594,077

TOTAL BASE RENT:	\$19,902,064
TOTAL SERVICES RESOLD:	\$801,731
TOTAL TENANT CONTRIBUTIONS:	\$20,703,795

**RICHARD J. DALEY CENTER
OPERATIONS AND MAINTENANCE BUDGET
2023 BUDGET DETAIL
PERSONNEL ROSTER**

Department	Title	No. of Employees Budget 2023	No. of Employees Budget 2022	Building Staff Expense	Contract Employee Expense
Cleaning Staff:		69	69		\$4,327,265
contract employees	Day	14	14		
contract employees	Night	49	49		
contract employees	COVID-19 Disinfecting	6	6		
Security Staff:		32	47		\$2,580,339
contract employees	Director	1	1		
building employee	Administrative	0	0		
contract employees	Security Manager	1	1		
contract employees	Roving Supervisors	3	3		
contract employees	Supervisory Guards	3	4		
contract employees	Guards	22	23		
contract employees	COVID-19 Roving Patrol	2	15		
Engineers:		18	18		\$3,031,940
building employee	Chief Engineer	1	1		
building employee	Assistant Chief Engineer	2	2		
building employee (1)	Engineer	15	15		
building employee	Apprentice	0	0		
Carpenter:		1	1	\$225,652	
Elevator Personnel:		1	1	\$107,318	
building employee	Tenant Coordinator	1	1		
Administrative:		5	5	\$655,219	
building employee	General Manager	1	1		
building employee	Assistant General Manager	1	1		
building employee	Property Accountant	1	1		
building employee	Special Events Manager	1	1		
building employee	Administrative Assistant	1	1		
TOTAL PAYROLL:		126	141	\$988,189	\$9,939,544

**RICHARD J. DALEY CENTER
OPERATIONS AND MAINTENANCE BUDGET
2023 BUDGET DETAIL**

REVENUE BUDGET	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. BASE RENT COUNTY	\$18,891,835	\$18,621,119	\$18,182,730	\$709,105	3.90%
2. BASE RENT CITY	\$68,463	\$67,482	\$65,989	\$2,474	3.75%
3. BASE RENT PBCC	\$594,077	\$585,564	\$713,747	(\$119,670)	-16.77%
4. BASE RENT IWCC	\$200,613	\$197,738	\$95,568	\$105,045	0.00%
5. BASE RENT ILCC	\$147,076	\$144,969	\$70,068	\$77,008	0.00%
6. RETAIL INCOME	\$49,200	\$61,200	\$87,264	(\$38,064)	-43.62%
7. SPECIAL EVENTS INCOME	\$167,024	\$167,024	\$167,024	\$0	100.00%
8. RETAIL PERCENTAGE RENT	\$24,000	\$12,000	\$6,400	\$17,600	275.00%
9. INCOME FROM SERVICES RESOLD	\$801,731	\$572,757	\$732,996	\$68,735	9.38%
TOTAL	\$20,944,019	\$20,429,852	\$20,121,786	\$822,233	4.09%

1. Based on 94.924% for Cook County occupancy. Proportionate share decreased in 2022 with new tenants, ILCC and IWCC
2. Based on 0.344% occupancy for City of Chicago. Proportionate share decreased in 2022 with new tenants, ILCC and IWCC
3. Based on 2.985% occupancy for Public Building Commission of Chicago. Proportionate share decreased in 2022 with new tenants, ILCC and IWCC
4. Based on 1.008% occupancy for Illinois Workers Compensation Commission. IWCC began rental payments in July 2021.
5. Based on 0.739% occupancy for Illinois Liquor Control Commission. ILCC began rental payments in July 2021.
6. Retail rent summary:
 12th floor surety bondsmen (total of 6): \$4,200 bondsmen (\$350.00 per month) \$25,200 total
 Distributed Antenna Systems Rent: \$24,200 (\$2,000 per month) represents 1 cellular carrier
 Retail tenant possible but not under lease.
7. Special events revenue for plaza events and displays
8. Percentage rent for vending machines, \$1,000 per month. Lower projected income for 2023 as a result of possible reduced foot traffic throughout the building.
 ATM Machines: \$1,000 monthly. 2023 revenue of \$12,000
9. Services resold to tenants, identified as reimbursable expenses.
 Steam \$772K (metered) - In addition to credits from 2021 steam reconciliation of \$200K

RICHARD J. DALEY CENTER 2023 OPERATING BUDGET BY OCCUPANTS

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	ANNUAL BUDGET
REVENUE													
BASE RENTS													
3000-105 BASE RENT COUNTY (94.924%)	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$1,574,320	\$18,891,835
3000-111 BASE RENT IWCC (1.008%)	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$16,718	\$200,613
3000-111 BASE RENT ILCC (0.739%)	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$12,256	\$147,076
3000-110 BASE RENT CITY (0.344%)	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$68,463
3000-115 BASE RENT PBCC (2.985%)	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$49,506	\$594,077
TOTAL BASE RENT	\$1,658,505	\$1,658,505	\$1,658,505	\$1,658,505	\$1,658,505	\$1,658,505	\$1,658,505	\$1,658,505	\$1,658,505	\$1,658,505	\$1,658,505	\$1,658,505	\$19,902,064
OTHER RENTAL INCOME													
3100-100 RETAIL RENTAL INCOME	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$49,200
3100-150 RETAIL RENT - PERCENTAGE	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
3100-175 SPECIAL EVENTS INCOME	\$750	\$75	\$3,712	\$8,212	\$30,525	\$18,150	\$12,300	\$19,575	\$12,375	\$17,475	\$750	\$43,125	\$167,024
OTHER RENTAL INCOME	\$6,850	\$6,175	\$9,812	\$14,312	\$36,625	\$24,250	\$18,400	\$25,675	\$18,475	\$23,575	\$6,850	\$49,225	\$240,224
OTHER INCOME													
3400-241 SERVICE INCOME-REIMBURSABLE FROM TENANTS	\$38,208	\$142,063.87	\$134,449.68	\$90,291.65	\$23,623.00	\$12,970.00	\$14,098.91	\$12,490.91	\$12,724.95	\$34,478.37	\$135,852.55	\$150,478.74	\$801,731
OTHER INCOME	\$38,208	\$142,064	\$134,450	\$90,292	\$23,623	\$12,970	\$14,099	\$12,491	\$12,725	\$34,478	\$135,853	\$150,479	\$801,731
TOTAL REVENUE	\$1,703,564	\$1,806,744	\$1,802,767	\$1,763,109	\$1,718,753	\$1,695,725	\$1,691,004	\$1,696,671	\$1,689,705	\$1,716,559	\$1,801,208	\$1,858,209	\$20,944,019

RICHARD J. DALEY CENTER 2023 MONTHLY OPERATING BUDGET BY CATEGORY

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	ANNUAL BUDGET
OPERATING EXPENSES													
1. UTILITIES EXPENSE													
4200-150 ELECTRICITY	\$192,928	\$157,321	\$161,205	\$169,115	\$157,873	\$199,103	\$213,798	\$220,814	\$253,832	\$200,142	\$196,493	\$227,470	\$2,350,095
4200-200 GAS	\$203,383	\$201,727	\$177,298	\$102,160	\$62,156	\$41,564	\$39,108	\$40,082	\$39,746	\$67,705	\$143,686	\$202,777	\$1,321,394
4200-250 TENANT STEAM	(\$38,208)	(\$142,064)	(\$134,450)	(\$90,292)	(\$23,623)	(\$12,970)	(\$14,099)	(\$12,491)	(\$12,725)	(\$34,478)	(\$135,853)	(\$150,479)	(\$801,731)
4200-600 WATER	\$26,096	\$30,603	\$25,530	\$33,957	\$35,563	\$33,179	\$26,600	\$29,975	\$27,630	\$28,830	\$26,240	\$24,655	\$348,858
4200-955 LOAN INTEREST	\$0	\$0	\$36,087	\$0	\$0	\$0	\$0	\$0	\$30,560	\$0	\$0	\$0	\$66,647
4200-960 LOAN PRINCIPAL	\$0	\$0	\$285,625	\$0	\$0	\$0	\$0	\$0	\$291,152	\$0	\$0	\$0	\$576,777
TOTAL UTILITIES EXPENSE	\$384,199	\$247,587	\$551,295	\$214,941	\$231,969	\$260,877	\$265,408	\$278,380	\$630,196	\$262,199	\$230,566	\$304,424	\$3,862,039
2. CLEANING EXPENSE													
4000-201 CLEANING CONTRACT SERVICE - DAY	\$77,887	\$77,887	\$85,271	\$85,271	\$85,271	\$85,271	\$85,271	\$85,271	\$85,271	\$85,271	\$85,271	\$85,271	\$1,008,482
4000-202 CLEANING CONTRACT SERVICE - NIGHT	\$271,748	\$271,748	\$272,529	\$272,529	\$322,529	\$272,529	\$272,529	\$272,529	\$272,529	\$272,529	\$272,529	\$272,529	\$3,318,783
4000-211 ADDITIONAL CLEANING SERVICES	\$4,000	\$4,000	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$4,000	\$4,000	\$28,000
4000-700 WINDOW WASHING SERVICE CONTRACT	\$4,600	\$4,600	\$4,600	\$23,205	\$4,600	\$4,600	\$6,290	\$4,600	\$23,205	\$4,600	\$15,205	\$6,290	\$106,395
4100-882 WINDOW WASHING RIG SERVICE CONTRACT	\$6,992	\$6,992	\$6,992	\$31,992	\$7,201	\$7,201	\$7,201	\$7,201	\$7,201	\$7,201	\$7,201	\$7,201	\$110,576
4000-215 CLEANING-SUPP/MATERIALS	\$19,680	\$19,680	\$20,053	\$20,053	\$20,053	\$20,053	\$20,053	\$20,053	\$20,053	\$20,053	\$20,053	\$20,053	\$239,889
4000-212 UNIFORMS	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$7,200
TOTAL CLEANING EXPENSE	\$385,507	\$385,507	\$391,544	\$435,149	\$441,753	\$391,753	\$393,443	\$391,753	\$410,358	\$391,753	\$404,858	\$395,943	\$4,819,325
3. SECURITY DEPARTMENT													
4400-200 SECURITY CONTRACT SERVICE	\$215,028	\$215,028	\$215,028	\$215,028	\$215,028	\$215,028	\$215,028	\$215,028	\$215,028	\$215,028	\$215,028	\$215,028	\$2,580,339
4400-210 ADDITIONAL SECURITY SERVICES	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,000
4400-310 SECURITY REPAIRS AND MAINTENANCE	\$5,260	\$5,260	\$6,260	\$5,260	\$5,260	\$11,260	\$5,260	\$5,260	\$7,760	\$21,260	\$5,260	\$77,910	\$161,270
4400-400 SECURITY SUPPLIES AND MATERIALS	\$6,151	\$1,001	\$2,401	\$12,301	\$1,001	\$11,601	\$3,151	\$10,001	\$1,301	\$5,151	\$1,001	\$1,001	\$56,062
4400-700 FIRE SAFETY R&M EXPENSE	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$18,000
4400-800 COVID-19 RELATED EXPENSE	\$59,167	\$59,167	\$59,167	\$59,167	\$59,167	\$59,167	\$59,167	\$59,167	\$59,167	\$59,167	\$59,167	\$59,167	\$710,000
TOTAL SECURITY EXPENSE	\$287,606	\$282,456	\$284,856	\$293,756	\$282,456	\$299,056	\$284,606	\$291,456	\$285,256	\$302,606	\$282,456	\$355,106	\$3,531,671

RICHARD J. DALEY CENTER 2023 MONTHLY OPERATING BUDGET BY CATEGORY

	<u>JANUARY</u>	<u>FEBRUARY</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUGUST</u>	<u>SEPTEMBER</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>ANNUAL BUDGET</u>
4. MECHANICAL MAINTENANCE DEPARTMENT													
ELECTRICAL R&M													
4100-415 ELECTRICIAN - SUPPLIES/MATERIALS	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$54,000
4100-410 ELECTRICIAN - REPAIRS/MAINTENANCE	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$65,500	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$120,500
4100-480 ELECTRICIAN - UNIFORMS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL ELECTRICAL R & M EXPENSE	\$9,500	\$9,500	\$9,500	\$9,500	\$9,500	\$9,500	\$70,000	\$9,500	\$9,500	\$9,500	\$9,500	\$9,500	\$174,500
PLUMBING R & M													
4100-610 PLUMBING REP/MAINT O/S SERVICES	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$48,000
TOTAL PLUMBING R & M EXPENSE	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$48,000
HVAC R & M													
4100-300 HVAC-CONTRACT SERVICE	\$21,642	\$9,774	\$1,167	\$21,642	\$10,167	\$1,167	\$21,642	\$10,167	\$1,167	\$21,642	\$10,167	\$1,167	\$131,509
4100-301 HVAC-CONTROLS CONTRACT	\$16,380	\$0	\$0	\$16,380	\$0	\$0	\$16,380	\$0	\$0	\$16,380	\$0	\$0	\$65,518
4100-315 HVAC-SUPPLIES/MATERIALS	\$6,500	\$6,500	\$31,500	\$6,500	\$9,300	\$6,500	\$31,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$130,800
4100-310 REPAIRS & MAINTENANCE	\$12,767	\$12,767	\$12,767	\$12,767	\$12,767	\$12,767	\$12,767	\$12,767	\$12,767	\$12,767	\$12,767	\$12,767	\$153,200
4100-100 HVAC-PAYROLL	\$234,031	\$255,931	\$228,758	\$228,758	\$231,142	\$335,681	\$236,125	\$236,125	\$236,125	\$236,125	\$326,516	\$246,623	\$3,031,940
4100-151 UNIFORMS	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$9,000
TOTAL HVAC R & M EXPENSE	\$292,069	\$285,721	\$274,941	\$286,796	\$264,126	\$356,864	\$319,163	\$266,309	\$257,308	\$294,163	\$356,700	\$267,806	\$3,521,967
ELEVATOR R & M													
4100-200 ELEVATORS-CONTRACT SERVICE	\$80,933	\$80,933	\$80,933	\$84,170	\$84,170	\$84,170	\$84,170	\$84,170	\$84,170	\$84,170	\$84,170	\$84,170	\$1,000,333
4100-210 VANDALISM AND NON CONTRACT REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$18,500	\$0	\$0	\$0	\$0	\$0	\$18,500
TOTAL ELEVATOR R & M EXPENSE	\$80,933	\$80,933	\$80,933	\$84,170	\$84,170	\$84,170	\$102,670	\$84,170	\$84,170	\$84,170	\$84,170	\$84,170	\$1,018,833
TOTAL DEPARTMENTAL EXPENSE	\$386,502	\$380,154	\$369,374	\$384,466	\$361,796	\$454,535	\$495,833	\$363,979	\$354,979	\$391,833	\$454,370	\$365,477	\$4,763,300

RICHARD J. DALEY CENTER 2023 MONTHLY OPERATING BUDGET BY CATEGORY

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	ANNUAL BUDGET
<u>5. BUILDING GENERAL DEPARTMENT</u>													
<u>PAINTING R & M</u>													
4100-861 PAINTING SUPPLIES & MATERIALS	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000
4100-860 PAINTING - CONTRACTOR	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000
SUBTOTAL PAINTING AND R & M EXPENSE	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$72,000
<u>CARPENTERS R & M</u>													
4100-931 CARPENTRY PAYROLL	\$18,899	\$14,604	\$19,758	\$20,020	\$18,899	\$19,840	\$18,037	\$20,742	\$18,037	\$19,840	\$18,939	\$18,037	\$225,652
4100-934 CARPENTRY UNIFORMS	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$420
4100-930 CARPENTRY SUPPLIES	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$1,500
SUBTOTAL CARPENTER R & M EXPENSE	\$19,059	\$14,764	\$19,918	\$20,180	\$19,059	\$20,000	\$18,197	\$20,902	\$18,197	\$20,000	\$19,099	\$18,197	\$227,572
<u>SERVICES AND SUPPLIES</u>													
4100-830 GEN BUILD SUPPLIES MATERIALS	\$2,225	\$725	\$725	\$2,225	\$725	\$725	\$5,669	\$725	\$725	\$2,225	\$725	\$4,169	\$21,587
4300-100 LANDSCAPING	\$0	\$0	\$5,665	\$5,665	\$5,665	\$5,665	\$5,665	\$5,665	\$5,665	\$5,665	\$0	\$0	\$45,320
4000-500 CONTRACT SVC-TRASH REMOVAL	\$4,100	\$4,100	\$8,300	\$4,400	\$4,600	\$4,600	\$4,600	\$4,900	\$4,600	\$4,600	\$4,400	\$4,100	\$57,300
4100-805 EXTERMINATOR SERVICES	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$7,200
4100-810 CONTRACT SVC-METAL MAINT.	\$1,850	\$600	\$600	\$19,350	\$5,100	\$3,100	\$1,850	\$600	\$600	\$1,850	\$600	\$600	\$36,700
4100-845 GENERAL BUILDING REPAIRS	\$21,463	\$5,362	\$11,660	\$24,408	\$40,362	\$5,362	\$18,508	\$5,362	\$21,430	\$39,502	\$20,058	\$5,362	\$218,839
4100-840 GLASS REPLACEMENT	\$19,000	\$0	\$69,000	\$0	\$19,570	\$0	\$19,570	\$0	\$19,570	\$0	\$19,570	\$0	\$166,280
4100-826 DIRECTORY STRIPS, AND SIGNS	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,000
4100-220 ELEVATOR STARTERS PAYROLL EXPENSE	\$8,519	\$8,572	\$9,565	\$8,509	\$6,400	\$11,603	\$8,509	\$8,509	\$8,509	\$8,509	\$8,509	\$11,604	\$107,318
4800-010 FURNITURE REPAIR	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$10,800
4800-020 WOOD MAINTENANCE	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$3,000
4800-030 CARPET	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$51,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$68,000
TOTAL BUILDING GENERAL SERVICES & SUPPLIES	\$60,907	\$23,109	\$109,265	\$68,307	\$86,172	\$84,805	\$68,121	\$29,511	\$64,849	\$66,101	\$57,612	\$29,584	\$748,344
TOTAL DEPARTMENTAL EXPENSE	\$85,965	\$43,873	\$135,183	\$94,487	\$111,231	\$110,806	\$92,317	\$56,413	\$89,046	\$92,102	\$82,711	\$53,781	\$1,047,916

RICHARD J. DALEY CENTER 2023 MONTHLY OPERATING BUDGET BY CATEGORY

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	ANNUAL BUDGET
6. ADMINISTRATION EXPENSES													
4500-580 OFFICE SUPPLIES	\$6,725	\$1,595	\$1,595	\$4,025	\$1,595	\$1,595	\$4,025	\$1,595	\$2,095	\$4,025	\$1,595	\$1,595	\$32,060
4500-520 TELEPHONE	\$1,970	\$1,970	\$1,970	\$1,970	\$1,970	\$1,970	\$1,970	\$1,970	\$1,970	\$1,970	\$1,970	\$1,970	\$23,640
4500-300 MANAGEMENT FEES	\$14,044	\$14,044	\$14,044	\$14,044	\$14,044	\$14,044	\$14,044	\$14,044	\$14,044	\$14,044	\$14,044	\$14,044	\$168,533
4500-730 OTHER PROFESSIONAL FEES	\$48,050	\$1,500	\$4,000	\$31,550	\$1,500	\$1,500	\$9,050	\$1,500	\$1,500	\$9,050	\$1,500	\$1,500	\$112,200
4500-410 LEGAL FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
4500-414 ENVIRONMENTAL FEES	\$4,000	\$2,150	\$17,000	\$0	\$0	\$0	\$0	\$8,000	\$2,150	\$0	\$0	\$0	\$33,300
4500-100 ADMINISTRATIVE PAYROLL	\$35,883	\$35,883	\$74,487	\$37,318	\$37,318	\$55,977	\$37,318	\$37,318	\$37,318	\$37,318	\$37,318	\$55,977	\$519,436
4500-101 ADMINISTRATIVE BENEFITS	\$11,227	\$11,149	\$14,246	\$11,000	\$10,755	\$12,396	\$10,755	\$10,755	\$10,755	\$10,755	\$10,755	\$11,237	\$135,783
4500-590 STACKING PLAN AND BLDG SFT CALC	\$650	\$3,150	\$650	\$650	\$3,150	\$650	\$650	\$650	\$650	\$650	\$650	\$650	\$12,800
4500-700 ADMINISTRATIVE EXPENSE	\$1,100	\$1,100	\$6,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$18,200
TOTAL ADMINISTRATIVE EXPENSE	\$123,650	\$72,541	\$134,093	\$101,657	\$71,432	\$89,233	\$78,912	\$76,932	\$71,582	\$78,912	\$68,932	\$188,074	\$1,155,952
7. INSURANCE EXPENSE													
4700-010 INSURANCE	\$162,313	\$8,208	\$8,333	\$162,604	\$8,499	\$8,499	\$162,604	\$8,499	\$12,699	\$162,604	\$8,499	\$8,499	\$721,862
TOTAL INSURANCE EXPENSE	\$162,313	\$8,208	\$8,333	\$162,604	\$8,499	\$8,499	\$162,604	\$8,499	\$12,699	\$162,604	\$8,499	\$8,499	\$721,862
TOTAL OPERATING EXPENSE	\$1,815,742	\$1,420,326	\$1,874,678	\$1,687,061	\$1,509,137	\$1,614,758	\$1,773,124	\$1,467,414	\$1,854,116	\$1,682,009	\$1,532,393	\$1,671,304	\$19,902,064
REIMBURSABLE EXPENSE													
4900-140 COST OF STEAM RESOLD COUNTY	\$0	\$72,865	\$68,314	\$42,154	\$3,976	\$2,028	\$1,366	\$2,802	\$2,731	\$9,218	\$70,471	\$81,808	\$357,733
4900-150 COST OF STEAM RESOLD CITY	\$38,208	\$69,199	\$66,136	\$48,138	\$19,647	\$10,942	\$12,733	\$9,689	\$9,994	\$25,260	\$65,381	\$68,670	\$443,998
4900-160 COUNTY PACKAGE UNIT MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REIMBURSABLE EXPENSE	\$38,208	\$142,064	\$134,450	\$90,292	\$23,623	\$12,970	\$14,099	\$12,491	\$12,725	\$34,478	\$135,853	\$150,479	\$801,731
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL OPERATING AND NON-OPERATING	\$1,853,950	\$1,562,390	\$2,009,128	\$1,777,353	\$1,532,760	\$1,627,728	\$1,787,223	\$1,479,904	\$1,866,841	\$1,716,488	\$1,668,246	\$1,821,783	\$20,703,795
OPERATING SURPLUS OR (DEFICIT)	\$150,386	(\$244,354)	\$206,361	\$14,244	(\$185,993)	(\$67,997)	\$96,219	(\$216,767)	\$177,136	(\$71)	(\$132,962)	(\$36,426)	(\$240,224)

**RICHARD J. DALEY CENTER
OPERATIONS AND MAINTENANCE BUDGET
2023 BUDGET DETAIL**

UTILITIES BUDGET	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. ELECTRICITY	\$2,350,095	\$2,451,318	\$1,855,431	\$494,664	26.66%
2. NATURAL GAS	\$1,321,394	\$918,267	\$872,711	\$448,683	51.41%
3. TENANT STEAM USAGE	(\$801,731)	(\$572,757)	(\$728,096)	(\$73,635)	10.11%
4. WATER	\$348,858	\$290,545	\$321,955	\$26,903	8.36%
5. ENERGY PERFORMANCE CONTRACT LOAN	\$643,424	\$622,768	\$635,076	\$8,348	1.31%
TOTAL	\$3,862,039	\$3,710,141	\$2,957,077	\$904,962	30.60%

1. See Electrical Budget Worksheet based on utility consultant usage projections and existing procurement rates. Building continues the COVID-19 enhanced ventilation efforts.
Variance is an over-estimation of usage in 2022.
2. See Natural Gas Budget based on utility consultant usage projections and existing rates. Variance is a result of increased usage and air intake requiring daily conditioning and price increase from energy suppliers.
3. See Natural Gas Budget Worksheet (2022 Budget Tenant Steam Cost). Includes all costs for City Hall and County Building steam usage.
These costs are offset against the overall utility expense category.
Also, includes reconciliation performed for 2021 steam usage. Credits owed by City and County totals \$131K and will be applied against 2023 charges.
Variance is due to reconciliation credits or charges that vary from year to year based on City Hall/County Bldg usage.
4. See Water Budget Worksheet.
Variance stems from price increase from supplier.
5. Energy Performance Contracting Loan (March 2011 through September 2025). Payments due in March and September. Funded by savings created and applied to utility and maintenance expenses.

RICHARD J. DALEY CENTER
ELECTRIC BUDGET WORKSHEET
2023

Month	Electricity Usage (kwh)	Total Cost @ Fixed Contract Energy Rate (\$)	Percent Bought @ Variable Energy Rate (%)	Distribution Loss Charges (\$)	Transmission Service Charges (\$)	Reserve Capacity Charges (\$)	Renewable Portfolio Standard Charges (\$)	Electric Utility Distribution Charges (\$)	Utility Taxes (\$)	Subtotal	Contingency Variance	Total
January	1,843,056	\$69,557	0%	\$4,146	\$25,803	\$32,792	\$5,769	\$40,807	\$4,868	\$183,741	\$9,187	\$192,928
February	1,468,236	\$55,411	0%	\$3,303	\$20,555	\$26,123	\$4,596	\$35,907	\$3,935	\$149,829	\$7,491	\$157,321
March	1,507,312	\$56,886	0%	\$3,390	\$21,102	\$26,818	\$4,718	\$36,582	\$4,032	\$153,529	\$7,676	\$161,205
April	1,486,130	\$56,087	0%	\$3,343	\$20,806	\$26,441	\$4,652	\$45,755	\$3,979	\$161,062	\$8,053	\$169,115
May	1,307,006	\$49,326	0%	\$2,940	\$18,298	\$23,254	\$4,091	\$48,913	\$3,533	\$150,356	\$7,518	\$157,873
June	1,672,220	\$63,110	0%	\$3,761	\$23,411	\$29,752	\$5,234	\$59,912	\$4,442	\$189,622	\$9,481	\$199,103
July	1,810,082	\$68,312	0%	\$4,071	\$25,341	\$32,205	\$5,666	\$63,235	\$4,787	\$203,618	\$10,181	\$213,798
August	1,905,385	\$71,909	0%	\$4,286	\$26,675	\$33,901	\$5,964	\$62,540	\$5,024	\$210,299	\$10,515	\$220,814
September	2,195,090	\$82,843	0%	\$4,937	\$30,731	\$39,055	\$6,871	\$71,562	\$5,746	\$241,745	\$12,087	\$253,832
October	1,704,897	\$64,343	0%	\$3,835	\$23,869	\$30,334	\$5,336	\$58,371	\$4,524	\$190,611	\$9,531	\$200,142
November	1,757,492	\$66,328	0%	\$3,953	\$24,605	\$31,269	\$5,501	\$50,825	\$4,655	\$187,136	\$9,357	\$196,493
December	2,141,724	\$80,829	0%	\$4,817	\$29,984	\$38,106	\$6,704	\$50,587	\$5,612	\$216,638	\$10,832	\$227,470
Annual Totals	20,798,630	\$784,940	0%	\$46,782	\$291,181	\$370,049	\$65,100	\$624,996	\$55,137	\$2,238,185	\$111,909	\$2,350,095

Fixed Contract Energy Rate \$/kWh(1)	0.03774
Distribution Loss Factor % (2)	5.96%
Unit Transmission Service Charge \$/kWh (3)	0.014
Unit Reserve Capacity Charge \$/kWh (4)	0.017792
Renewable Portfolio Standard Charge \$/kWh (5)	0.00313
Contingency Variance % (6)	5.00%

NOTES	
(1)	Fixed Electricity Rate set forth in Constellation (CE) contract dated 10/6/21 for above term
(2)	ComEd Distribution Loss Factor for Daley Center Load Classification on Informational Sht. 33
(3)	Estimated Unit Transmission Charge Obtained from CE on 10/6/21 from Fixed All In Supply Agreement
(4)	Est. Unit Reserve Capacity Charge Obtained from CE on 10/6/21 from Fixed Supply Agreement
(5)	Estimated Unit Renewable Portfolio Standard Charge on ComEd Invoice. Supply Proposal
(6)	Electric Utility Distribution Charges Increased 2% versus 2022 to cover other ComEd increases.

Projected 2023 Natural Gas Budget
 Facility: Richard J Daley Center

Fixed Price/therm (January - March)	\$0.5892
Variable Price/therm (January - March)	\$0.0000
Fixed Price/therm (April - December)	\$0.5892
Delivery & Tax/therm	\$0.2426
Total Cost/therm	\$0.9157
Effective Tax Rate	3.2%
Variance	5%

Month	Projected Usage	Deliveries (2)	Fixed Price Volume	Fixed Gas Cost	Utility Charges	Taxes	Subtotal	Allowed Variance	Total
January	271,733	271,733	237,270	\$139,802	\$50,517	\$3,379	\$193,698	\$9,685	\$203,383
February	223,765	223,765	236,840	\$139,548	\$49,296	\$3,277	\$192,121	\$9,606	\$201,727
March	190,979	190,979	203,850	\$120,110	\$45,762	\$2,983	\$168,855	\$8,443	\$177,298
April	115,265	115,265	101,976	\$60,085	\$35,115	\$2,095	\$97,295	\$4,865	\$102,160
May	46,854	46,854	46,854	\$27,607	\$29,927	\$1,662	\$59,196	\$2,960	\$62,156
June	17,347	17,347	17,347	\$10,221	\$27,873	\$1,491	\$39,585	\$1,979	\$41,564
July	14,233	14,233	14,233	\$8,386	\$27,408	\$1,452	\$37,246	\$1,862	\$39,108
August	16,027	16,027	16,027	\$9,443	\$27,288	\$1,442	\$38,173	\$1,909	\$40,082
September	15,284	15,284	15,284	\$9,005	\$27,397	\$1,451	\$37,853	\$1,893	\$39,746
October	55,813	55,813	55,813	\$32,886	\$29,933	\$1,662	\$64,481	\$3,224	\$67,705
November	160,217	160,217	160,217	\$94,401	\$39,946	\$2,497	\$136,844	\$6,842	\$143,686
December	246,798	246,798	246,798	\$145,416	\$44,802	\$2,903	\$193,121	\$9,656	\$202,777
TOTAL	1,374,315	1,374,315	1,352,509	\$796,912	\$435,264	\$26,294	\$1,258,470	\$62,923	\$1,321,393

**RICHARD J. DALEY CENTER
TOTAL THERMS DISTRIBUTED
FIRST FIVE MONTHS OF 2022**

MONTH	TOTAL THERMS PRODUCED	DISTRIBUTION		
		COUNTY	CITY	DALEY CENTER
JAN	315,865	59,066	62,922	193,877
FEB	251,610	53,835	50,264	147,511
MAR	213,004	49,621	48,039	115,344
APR	145,856	30,619	34,966	80,271
MAY	37,770	2,888	14,271	20,611
TOTAL	964,105	196,029	210,462	557,614

**RICHARD J. DALEY CENTER
TOTAL THERMS DISTRIBUTED
LAST SEVEN MONTHS OF 2021**

MONTH	PRODUCED	DISTRIBUTION		
		COUNTY	CITY	DALEY CENTER
JUN	13,393	1,473	7,948	3,972
JUL	13,394	992	9,249	3,153
AUG	12,161	2,035	7,038	3,088
SEPT	13,970	1,984	7,259	4,727
OCT	56,299	6,696	18,348	31,255
NOV	184,602	51,188	47,491	85,923
DEC	214,820	59,423	49,880	105,517
TOTAL	508,639	123,791	147,213	237,635

BUDGET SUMMARY 2023 BUDGET TENANT STEAM COST RESOLD TO COUNTY 2021 COUNTY
STEAM RECONCILIATION (DUE) 2023 STEAM CHARGE RESOLD TO CITY 2021 CITY STEAM
RECONCILIATION (DUE)



BUDGET SUMMARY 2023 BUDGET TENANT STEAM COST RESOLD TO COUNTY 2021 COUNTY
STEAM RECONCILIATION (DUE) 2023 STEAM CHARGE RESOLD TO CITY 2021 CITY STEAM
RECONCILIATION (DUE)



**RICHARD J. DALEY CENTER
NATURAL GAS BUDGET WORKSHEET
2023**

PROJECTION OF 2023 STEAM PRODUCTION AND TOTAL COSTS (Projection based on Jan-May 2022 actual, June-December 2021 actual)

MONTH	PROJECTED STEAM PRODUCED	THERM DISTRIBUTION			TOTAL PROJ THERMS	COST PER THERM	2023 TOTAL FUEL BUDGET
		COUNTY	CITY	DALEY CENTER			
JAN	315,865	59,066	62,922	193,877	271,733	0.7485	\$203,383
FEB	251,610	53,835	50,264	147,511	223,765	0.9015	\$201,727
MAR	213,004	49,621	48,039	115,344	190,979	0.9284	\$177,298
APR	145,856	30,619	34,966	80,271	115,265	0.8863	\$102,160
MAY	37,770	2,888	14,271	20,611	46,854	1.3266	\$62,156
JUN	13,393	1,473	7,948	3,972	17,347	2.3960	\$41,564
JUL	13,394	992	9,249	3,153	14,233	2.7477	\$39,108
AUG	12,161	2,035	7,038	3,088	16,027	2.5009	\$40,082
SEPT	13,970	1,984	7,259	4,727	15,284	2.6005	\$39,746
OCT	56,299	6,696	18,348	31,255	55,813	1.2131	\$67,705
NOV	184,602	51,188	47,491	85,923	160,217	0.8968	\$143,686
DEC	214,820	59,423	49,880	105,517	246,798	0.8216	\$202,777
TOTAL	1,472,744	319,820	357,675	795,249	1,374,315	1.497	\$1,321,394

AVERAGE FUEL COST PER THERM \$ **0.96**

NOTE:

1. WE HAVE RETAINED A BROKER TO PURCHASE NATURAL GAS AT THE NYMEX.
2. STEAM PROJECTIONS ARE BASED ON 2022 ACTUAL USAGE THROUGH MAY AND 2021 ACTUAL USAGE JUNE THROUGH DECEMBER.

BUDGET SUMMARY

2023 BUDGET FUELING COST	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
GROSS FUEL COST	\$ 203,383	\$ 201,727	\$ 177,298	\$ 102,160	\$ 62,156	\$ 41,564	\$ 39,108	\$ 40,082	\$ 39,746	\$ 67,705	\$ 143,686	\$ 202,777	\$ 1,321,394
TOTAL FUELING COST	\$ 203,383	\$ 201,727	\$ 177,298	\$ 102,160	\$ 62,156	\$ 41,564	\$ 39,108	\$ 40,082	\$ 39,746	\$ 67,705	\$ 143,686	\$ 202,777	\$ 1,321,394

BUDGET SUMMARY

2023 BUDGET TENANT STEAM COST	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
RESOLD TO COUNTY	\$ 81,317	\$ 74,115	\$ 68,314	\$ 42,154	\$ 3,976	\$ 2,028	\$ 1,366	\$ 2,802	\$ 2,731	\$ 9,218	\$ 70,471	\$ 81,808	\$ 440,300
2021 COUNTY STEAM RECONCILIATION (DUE)	(81,317)	(1,250)	-	-	-	-	-	-	-	-	-	-	(82,567)
2023 STEAM CHARGE	-	72,865	68,314	42,154	3,976	2,028	1,366	2,802	2,731	9,218	70,471	81,808	357,733
RESOLD TO CITY	\$ 86,625	\$ 69,199	\$ 66,136	\$ 48,138	\$ 19,647	\$ 10,942	\$ 12,733	\$ 9,689	\$ 9,994	\$ 25,260	\$ 65,381	\$ 68,670	\$ 492,415
2021 CITY STEAM RECONCILIATION (DUE)	(48,417)	-	-	-	-	-	-	-	-	-	-	-	(48,417)
2023 STEAM CHARGE	\$ 38,208	\$ 69,199	\$ 66,136	\$ 48,138	\$ 19,647	\$ 10,942	\$ 12,733	\$ 9,689	\$ 9,994	\$ 25,260	\$ 65,381	\$ 68,670	\$ 443,998
TOTAL TENANT STEAM COST	\$ 38,208	\$ 142,064	\$ 134,450	\$ 90,292	\$ 23,623	\$ 12,970	\$ 14,099	\$ 12,491	\$ 12,725	\$ 34,478	\$ 135,853	\$ 150,479	\$ 801,731

Steam Reconciliation - 2021

Applied to 2023 Tenant Steam Charges

City of Chicago

Month	Budgeted Usage	Actual Usage	Difference	Budgeted Billback (Tenant's payment)	RJDC Costs Incurred	Revenue Difference (Due to/from City of Chicago)
January	78,660.00	71,420.00	7,240.00	82,846.00	\$ 60,149.19	\$ (22,696.81)
February	59,390.00	73,525.00	(14,135.00)	62,550.00	\$ 61,815.97	\$ (734.03)
March	55,144.00	46,309.00	8,835.00	58,078.00	\$ 41,420.82	\$ (16,657.18)
April	23,304.00	23,776.00	(472.00)	24,544.00	\$ 23,570.57	\$ (973.43)
May	15,794.00	9,834.00	5,960.00	16,634.00	\$ 11,923.34	\$ (4,710.66)
June	6,787.00	7,948.00	(1,161.00)	7,148.00	\$ 18,547.61	\$ 11,399.61
July	4,715.00	9,249.00	(4,534.00)	4,966.00	\$ 23,072.44	\$ 18,106.44
August	5,480.00	7,038.00	(1,558.00)	5,772.00	\$ 16,799.82	\$ 11,027.82
September	5,281.00	7,259.00	(1,978.00)	5,562.00	\$ 16,424.39	\$ 10,862.39
October	31,218.00	18,348.00	12,870.00	32,879.00	\$ 21,207.11	\$ (11,671.89)
November	57,376.00	47,491.00	9,885.00	60,429.00	\$ 42,649.56	\$ (17,779.44)
December	64,073.00	49,880.00	14,193.00	67,483.00	\$ 42,895.04	\$ (24,587.96)
Totals	407,222.00	372,077.00	35,145.00	\$ 428,893.00	\$ 380,475.86	\$ (48,417.14)

Cook County

Month	Budgeted Usage	Actual Usage	Difference	Budgeted Billback (Tenant's payment)	RJDC Costs Incurred	Revenue Difference (Credit Due to/from Cook County)
January	73,223.00	69,724.00	3,499.00	77,119.00	\$ 58,720.83	\$ (18,398.17)
February	64,497.00	70,608.00	(6,111.00)	67,929.00	\$ 59,363.51	\$ (8,565.49)
March	46,539.00	46,430.00	109.00	49,016.00	\$ 41,529.05	\$ (7,486.95)
April	18,548.00	15,639.00	2,909.00	19,535.00	\$ 15,503.87	\$ (4,031.13)
May	5,602.00	8,952.00	(3,350.00)	5,900.00	\$ 10,853.95	\$ 4,953.95
June	5,332.00	1,473.00	3,859.00	5,616.00	\$ 3,437.42	\$ (2,178.58)
July	6,481.00	992.00	5,489.00	6,826.00	\$ 2,474.63	\$ (4,351.37)
August	6,364.00	2,035.00	4,329.00	6,703.00	\$ 4,857.61	\$ (1,845.39)
September	5,755.00	1,984.00	3,771.00	6,061.00	\$ 4,489.05	\$ (1,571.95)
October	27,799.00	6,696.00	21,103.00	29,278.00	\$ 7,739.41	\$ (21,538.59)
November	51,722.00	51,188.00	534.00	54,474.00	\$ 45,969.67	\$ (8,504.33)
December	57,115.00	59,423.00	(2,308.00)	60,154.00	\$ 51,101.68	\$ (9,052.32)
Totals	368,977.00	335,144.00	33,833.00	\$ 388,611.00	\$ 306,040.68	\$ (82,567.32)

**RICHARD J. DALEY CENTER
WATER BILL SUMMARY
2022-2023**

History of 2021 and 2022 Billings

2022	January	February	March	April	May	June	July	August	September	October	November	December	Total
	12/15-1/18	1/18-2/18	2/18-3/17	3/17-4/18	4/18-5/20	5/12-6/14	6/14-7/15	7/15-8/18	8/20-9/18	9/18-10/19	11/19-12/20	11/21-12/20	
Dept. of Water													
587563	\$6,577.42	\$8,001.58	\$6,593.86	\$8,734.26	\$9,228.14	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39,135
587564	\$14,299.12	\$16,480.60	\$13,829.88	\$18,431.64	\$19,221.88	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$82,263
Total	\$20,877	\$24,482	\$20,424	\$27,166	\$28,450	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$121,398

2021	January	February	March	April	May	June	July	August	September	October	November	December	Total
	12/17-1/22	1/21-2/24	2/24-3/19	3/19-4/20	4/20-5/19	5/19-6/21	6/21-7/21	7/21-8/17	8/17-9/16	9/16-10/18	10/18-11/16	11/16-12/15	
Dept. of Water													
587563	\$7,459.78	\$6,832.66	\$6,517.20	\$7,166.56	\$5,383.08	\$8,487.00	\$6,577.42	\$7,565.28	\$2,931.80	\$7,127.00	\$6,618.62	\$6,239.90	\$78,906
587564	\$16,002.64	\$16,260.86	\$12,107.06	\$15,090.56	\$11,686.40	\$18,056.40	\$14,702.48	\$16,414.76	\$19,172.50	\$15,937.28	\$14,373.20	\$13,484.12	\$183,288
Total	\$23,462	\$23,094	\$18,624	\$22,257	\$17,069	\$26,543	\$21,280	\$23,980	\$22,104	\$23,064	\$20,992	\$19,724	\$262,195

Total Billing January - May 2022 \$121,398

Total Billing June - December 2021 \$104,507

% Increase 2021 to 2022 16.16%

2023 budgeted at 25% increase over January to May 2022 and June to December 2021 actual expenses.

2023	January	February	March	April	May	June	July	August	September	October	November	December	Total
Dept. of Water	\$26,096	\$30,603	\$25,530	\$33,957	\$35,563	\$33,179	\$26,600	\$29,975	\$27,630	\$28,830	\$26,240	\$24,655	\$348,858

Energy Performance Contract Projected Savings and Loan Repayment Analysis

Savings Season	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Savings
Project													
Lighting Upgrades	90,194	90,194	90,194	90,194	90,194	90,194	90,194	90,194	90,194	90,194	90,194	90,194	1,082,327
Water Conservation - Public restrooms	0	0	0	0	0	0	0	0	0	0	0	0	0
EMS Optimization	12,431	12,431	12,431	12,431	12,431	12,431	12,431	12,431	12,431	12,431	12,431	12,431	149,172
Chilled water variable primary flow	0	0	0	0	76,645	76,645	76,645	76,645	76,645	76,645	0	0	459,870
Two chiller upgrade	0	0	0	0	166,794	166,794	166,794	166,794	166,794	166,794	0	0	1,000,764
Chiller upgrade - Condenser water controls	0	0	0	0	0	0	0	0	0	0	0	0	0
AHU S3 and S4 VAV Boxes	50,481	50,481	50,481	50,481	50,481	50,481	50,481	50,481	50,481	50,481	50,481	50,481	605,772
New Boiler controls	13,377	13,377										13,377	40,132
AHU CHW coil isolation valves	84,646	84,646										84,646	253,939
Total KWH saved	251,130	251,130	153,106	153,106	396,545	396,545	396,545	396,545	396,545	396,545	153,106	251,130	3,591,976
Total KWH savings converted to dollars @ .10542 per KWH	\$28,222	\$28,222	\$17,206	\$17,206	\$44,565	\$44,564	\$44,564	\$44,564	\$44,564	\$44,564	\$17,206	\$28,222	\$403,673
Water Conservation Savings @ 3.72 per gallon	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$5,705	\$68,461
Natural Gas Savings	\$3,472	\$3,472	\$3,472	\$3,472	\$0	\$0	\$0	\$0	\$0	\$0	\$3,472	\$3,472	\$20,835
O&M Savings	\$1,265	\$1,265	\$1,265	\$1,265	\$1,265	\$1,265	\$1,265	\$1,265	\$1,265	\$1,265	\$1,265	\$1,265	\$15,185
Loan Interest and Principal payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net	\$38,665	\$38,665	\$27,649	\$27,649	\$51,535	\$51,535	\$51,535	\$51,535	\$51,535	\$51,535	\$27,649	\$38,665	\$508,154

**RICHARD J. DALEY CENTER
STEAM COST ANALYSIS
2023**

PROJECTED OUTPUT: 1,374,315 THERMS PER YEAR

ITEM	COST PER THERM
A. FUEL (BASED ON 2022 PROJECTION)	\$0.9615
B. ELECTRICITY - \$0.12 PER KWHR	\$0.1130
C. WATER - LESS THAN \$0.01 PER 1,000 LBS	\$0.0010
D. WATER TREATMENT @ \$4,000 PER YEAR	\$0.0029
E. BOILER MAINTENANCE AND REPAIR @ \$7,500 PER YEAR	\$0.0055
F. OPERATIONS LABOR: 6,240 MAN-HRS. ENGINEER @ \$64.50	\$0.2929
<u>TOTAL COST</u>	\$1.38

Note: C through E are estimates based on historical averages

**RICHARD J. DALEY CENTER
OPERATIONS AND MAINTENANCE BUDGET
2023 BUDGET DETAIL**

CLEANING DEPARTMENT	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. CONTRACTOR SERVICES	\$4,327,265	\$4,245,620	\$4,172,208	\$155,057	3.72%
2. ADDITIONAL CLEANING SERVICES	\$28,000	\$28,000	\$29,578	(\$1,578)	-5.34%
3. CLEANING SUPPLIES	\$239,889	\$236,160	\$201,663	\$38,226	18.96%
4. UNIFORMS	\$7,200	\$7,200	\$6,200	\$1,000	16.13%
5. WINDOW WASHING COSTS	\$106,395	\$103,085	\$99,408	\$6,987	7.03%
6. WINDOW RIG SERVICE CONTRACT	\$110,576	\$83,616	\$80,144	\$30,432	37.97%
TOTAL	\$4,819,325	\$4,703,681	\$4,589,201	\$230,124	5.01%

- | | |
|---|--|
| <p>1. Contract costs consist of labor per attached worksheet-union increases included. Daytime supervision costs were not included in 2021 Budget, but are included within 2023 Budget</p> <p>2. Additional cleaning contingency for projects above and beyond the normal scope of services for building projects, plaza events and snow removal. Variance reflects increased snow removal costs based on historical expenses,</p> <p>3. Represents cleaning chemicals, paper towels, tissue, waste liner expense. The building made a bulk paper and liner purchase in 2021 due to targeted price increases.</p> <p>4. Based on negotiated agreement for uniform cleaning and maintenance.</p> | <p>5. Includes two exterior building window cleanings, one interior cleaning, bi-weekly lobby upper panels service, and bi-weekly on the lobby lower panels.</p> <p>6. Preventative maintenance service contract - \$7,201 per month. Complete 3rd party window washing rig inspection scheduled for 2023.</p> |
|---|--|

**RICHARD J. DALEY CENTER
OPERATIONS AND MAINTENANCE BUDGET
2023 BUDGET DETAIL**

SECURITY AND LIFE SAFETY BUDGET	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. SECURITY CONTRACT SERVICE	\$2,580,339	\$2,410,131	\$2,405,920	\$174,419	7.25%
2. SECURITY - SUPPLIES/MATERIALS	\$56,062	\$20,150	\$20,202	\$35,860	177.51%
3. SECURITY REPAIRS & MAINTENANCE	\$161,270	\$141,170	\$145,000	\$16,270	11.22%
4. ADDITIONAL CONTRACT SERVICES	\$6,000	\$6,000	\$6,000	\$0	0.00%
5. FIRE SAFETY R&M EXPENSE	\$18,000	\$12,000	\$18,000	\$0	0.00%
6. COVID-19 EXPENSES	\$710,000	\$1,440,000	\$1,135,752	(\$425,752)	-37.49%
TOTAL	\$3,531,671	\$4,029,451	\$3,730,874	(\$199,203)	-5.34%

1. Contract Service staff of 32 (30 security officers and 2 managers). Based on Collective Bargaining Agreement with SEIU LOCAL ONE SECURITY
2. Security Supplies and Materials includes: Key card stock, AED equipment maintenance and misc. supplies.
3. Contract for testing of the fire pump system, sprinkler and standpipe system, dry pipe sprinkler system, special suppression systems, fire alarm. Video equipment maintenance and video equipment was added and voice communications systems, smoke proof tower windows and portable fire extinguishers. licensing fees, repair contingencies and UPS battery replacements.
4. Additional security contingency.
5. Safety equipment repair contingency and unanticipated equipment repairs
6. COVID-19 pandemic expenses for cleaning, health screening and other contingencies. 2023 contingencies have been reduced and tenting expenses are no longer included.

**RICHARD J. DALEY CENTER
OPERATIONS AND MAINTENANCE BUDGET
2023 BUDGET DETAIL**

MECHANICAL MAINTENANCE BUDGET	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. ELECTRICAL MAINTENANCE	\$174,500	\$203,500	\$168,231	\$6,269	3.73%
2. PLUMBING MAINTENANCE	\$48,000	\$36,000	\$35,000	\$13,000	37.14%
3. HVAC MAINTENANCE	\$3,521,967	\$3,378,115	\$3,299,026	\$222,941	6.76%
4. ELEVATOR MAINTENANCE	\$1,018,833	\$980,355	\$984,110	\$34,723	3.53%
TOTAL	\$4,763,300	\$4,597,970	\$4,486,367	\$276,933	6.17%

1-4. See detail sheets that follow for individual mechanical maintenance departments.

**RICHARD J. DALEY CENTER
OPERATIONS AND MAINTENANCE BUDGET
2023 BUDGET DETAIL**

ELECTRICAL BUDGET	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. ELECTRICAL SUPPLIES & MATERIALS	\$54,000	\$48,000	\$51,930	\$2,070	3.99%
2. ELECTRICAL REPAIRS & MAINTENANCE	\$120,500	\$155,500	\$116,301	\$4,199	3.61%
TOTAL	\$174,500	\$203,500	\$168,231	\$6,269	3.73%

1. Represents contingency for lamps and supplies plus the cost for any minor tool replacements.
2. Assumes a \$5K per month contingency in maintenance expense.
Increased costs are a result of the expanded scopes of work associated with annual infrared and emergency generator testing and load bank testing included within 2022 Budget.

**RICHARD J.
DALEY CENTER
OPERATIONS AND MAINTENANCE BUDGET
2023 BUDGET DETAIL**

PLUMBING BUDGET	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. PLUMBING SUPPLIES	\$48,000	\$36,000	\$35,000	(\$13,000)	-37.14%
TOTAL	\$48,000	\$36,000	\$35,000	(\$13,000)	-37.14%

1. Supplies, valves, hoses, washers, aerators, pipe fittings, soap dispensers, toilet seats, drain covers, gaskets, urinals, and chemicals for jobs done by house staff.
The variance is including a contingency for replacing broken toilets. The building toilets are no longer being manufactured, as the equipment breaks new toilets will have to be purchased and installed.

**RICHARD J. DALEY CENTER
OPERATIONS AND MAINTENANCE BUDGET
2023 BUDGET DETAIL**

HVAC MAINTENANCE BUDGET	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. ON SITE LABOR	\$3,031,940	\$2,961,719	\$2,865,006	\$166,934	5.83%
2. CONTRACT SERVICE	\$131,509	\$148,893	\$140,054	(\$8,545)	-6.10%
3. SUPPLIES & MATERIALS	\$153,200	\$94,200	\$112,131	\$41,069	36.63%
4. CONTROL CONTRACT	\$65,518	\$61,502	\$68,442	(\$2,924)	-4.27%
5. HVAC REPAIRS & MAINTENANCE	\$130,800	\$102,800	\$104,393	\$26,407	25.30%
6. UNIFORMS	\$9,000	\$9,000	\$9,000	\$0	0.00%
TOTAL	\$3,521,967	\$3,378,115	\$3,299,026	\$222,941	6.76%

1. Based on Collective Bargaining Agreement for Local 399 Operating Engineers.
Variance due to increased wages and benefits per Local 399 Union agreement for operating engineers
2. Building portion of package units contract plus contract for main chillers service.
Positive variance due to newly negotiated chiller maintenance agreement current testing.
3. Chemicals, grease, filters, seals, thermocontrols, and bearings as well as miscellaneous parts and supplies.
Additional 56K for HVAC filters due to COVID nightly air system purge.
4. Based on building automation system maintenance and water treatment costs.
5. Includes vibration testing for all equipment and annual boiler controls testing. 2023 Budget also includes contingency for the replacement of (2) VFDs for fan systems.
6. Based on negotiated agreement for uniform cleaning and maintenance.

2023 ENGINEERING LABOR

Description	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023	Annualized	
Key Measures														
Employees	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	
Regular Hours Per Employee	160.00	160.00	160.00	160.00	160.00	240.00	160.00	160.00	160.00	160.00	240.00	160.00	2,080.00	
Total Regular Hours	1,920.00	1,920.00	1,920.00	1,920.00	1,920.00	2,880.00	1,920.00	1,920.00	1,920.00	1,920.00	2,880.00	1,920.00	24,960.00	
Vacation Coverage (346)	28.83	28.83	28.83	28.83	28.83	28.83	28.83	28.83	28.83	28.83	28.83	28.83	346.00	
Holiday Pay ST (152)	12.67	12.67	12.67	12.67	12.67	12.67	12.67	12.67	12.67	12.67	12.67	12.67	152.00	
Holiday Coverage OT (288)	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	24.00	288.00	
Personal/Sick Coverage Overtime (662)	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	662.00	
Special Projects (Snow Melting - Testing) OT (80)	6.67	6.67	6.67	6.67	6.67	6.67	6.67	6.67	6.67	6.67	6.67	6.67	80.00	
Total Regular Hours + Overtime Hours	2047.33	2047.33	2047.33	2047.33	2047.33	3007.33	2047.33	2047.33	2047.33	2047.33	3007.33	2047.33	26,488.01	
Payroll														
Employees														
Chief Engineer	1.00	9,024	9,024	9,024	9,024	9,024	13,930	9,286	9,286	9,286	9,286	13,930	9,286	119,410
Assistant Chief Engineer	1.00	7,941	7,941	7,941	7,941	7,941	12,257	8,171	8,171	8,171	8,171	12,257	8,171	105,074
Engineer	2.00	15,450	15,450	15,450	15,450	15,450	23,846	15,898	15,898	15,898	15,898	23,846	15,898	204,432
Engineer	8.00	57,754	57,754	57,754	57,754	57,754	89,146	59,430	59,430	59,430	59,430	89,146	59,430	764,212
Total Payroll	12.00	90,169	90,169	90,169	90,169	90,169	139,179	92,785	92,785	92,785	92,785	139,179	92,785	1,193,128
Other Labor														
Holiday Pay ST (152)		572	572	572	572	588	588	588	588	588	588	588	588	6,991
Holiday Coverage OT (288)		1,691	1,691	1,691	1,691	1,740	1,740	1,740	1,740	1,740	1,740	1,740	1,740	20,680
Personal/Sick Coverage Overtime (662)		3,886	3,886	3,886	3,886	3,999	3,999	3,999	3,999	3,999	3,999	3,999	3,999	47,536
Special Projects (Snow Melting - Testing) OT (80)		470	470	470	470	483	483	483	483	483	483	483	483	5,745
Bonuses		0	20,000	0	0	0	0	0	0	0	0	0	0	20,000
Total Other Labor		6,619	26,619	6,619	6,619	6,810	6,810	6,810	6,810	6,810	6,810	6,810	6,810	100,952
Total Payroll & Other Labor		96,788	116,788	96,788	96,788	96,979	145,989	99,595	99,595	99,595	99,595	145,989	99,595	1,294,081
Total Taxes and Insurance		24,403	25,666	19,284	19,284	19,332	28,718	19,833	19,833	19,833	19,833	28,718	19,833	264,570
Union Benefits														
Health & Welfare		16,536	16,536	16,536	16,536	16,536	17,376	17,376	17,376	17,376	17,376	17,376	17,376	204,312
Pension		11,711	11,711	11,711	11,711	12,202	17,924	12,202	12,202	12,202	12,202	17,924	12,202	155,903
Training		1,120	1,120	1,120	1,120	1,120	1,120	1,120	1,120	1,120	1,120	1,120	1,120	13,440
Total Union Benefits		29,367	29,367	29,367	29,367	29,858	36,420	30,698	30,698	30,698	30,698	36,420	30,698	373,655
Other Charges														
GWT		77,151	77,151	77,151	77,151	78,744	115,547	79,630	79,630	79,630	79,630	106,584	89,897	1,017,896
Subtotal		224,437	245,405	219,404	219,404	227,200	317,049	226,887	226,887	226,887	226,887	226,887	318,089	2,905,425
Fees														
Safety Fee		763	869	737	737	741	1,066	761	761	761	761	1,066	761	9,784
Overhead Fee/Email Fee		763	869	737	737	741	1,066	761	761	761	761	1,066	761	9,904
Profit Fee		3,052	3,477	2,950	2,950	2,965	4,265	3,045	3,045	3,045	3,045	4,265	3,045	39,147
GWT Facility Services Fee		1,736	1,736	1,736	1,736	1,772	2,600	1,792	1,792	1,792	1,792	2,398	2,023	22,903
Total Fees		6,314	6,951	6,160	6,160	6,219	8,997	6,359	6,359	6,359	6,359	8,795	6,590	81,738
Total Estimate		234,023	255,923	228,750	228,750	231,132	335,671	236,115	236,115	236,115	236,115	326,506	246,613	3,031,940

**RICHARD J. DALEY CENTER
OPERATIONS AND MAINTENANCE BUDGET
2023 BUDGET DETAIL**

ELEVATOR MAINTENANCE BUDGET	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. MAINTENANCE CONTRACT	\$1,000,333	\$961,855	\$964,990	\$35,343	3.66%
2. NON CONTRACT REPAIRS AND INSPECTIONS	\$18,500	\$18,500	\$19,120	(\$620)	-3.24%
TOTAL	\$ 1,018,833	\$980,355	\$984,110	\$34,723	3.53%

1. Maintenance of buildings 43 elevators and escalators located at the lobby, 6th, 7th and 8th floor levels of the building.
2. Third-party inspection and AIC fees.

**RICHARD J. DALEY CENTER
OPERATIONS AND MAINTENANCE BUDGET
2023 BUDGET DETAIL**

BUILDING GENERAL BUDGET	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. PAINTING SUPPLIES	\$12,000	\$12,000	\$12,000	\$0	0.00%
2. PAINTING SERVICES O/S CONTRACTOR	\$60,000	\$60,000	\$60,000	\$0	0.00%
3. CARPENTRY PAYROLL	\$225,652	\$204,406	\$206,392	\$19,260	9.33%
4. CARPENTRY SUPPLIES & UNIFORMS	\$1,920	\$1,920	\$1,920	\$0	0.00%
5. EXTERMINATION SERVICES	\$7,200	\$7,200	\$7,246	(\$46)	-0.63%
6. ELEVATOR OPERATORS AND SUPERVISOR	\$107,318	\$110,214	\$105,976	\$1,342	1.27%
7. MAINTENANCE SUPPLIES	\$21,587	\$21,875	\$21,900	(\$313)	-1.43%
8. GENERAL BUILDING REPAIRS	\$218,839	\$63,148	\$144,551	\$74,288	51.39%
9. METAL MAINTENANCE	\$36,700	\$29,500	\$20,783	\$15,917	76.59%
10. GLASS REPAIRS	\$166,280	\$164,000	\$104,669	\$61,611	58.86%
11. WASTE REMOVAL	\$57,300	\$56,100	\$42,393	\$14,907	35.16%
12. SIGNS & DIRECTORY STRIPS	\$6,000	\$6,000	\$3,928	\$2,072	52.75%
13. LANDSCAPING	\$45,320	\$41,616	\$42,308	\$3,012	7.12%
14. WOOD MAINTENANCE	\$3,000	\$3,000	\$3,000	\$0	0.00%
15. FURNITURE REPAIR	\$10,800	\$10,800	\$10,000	\$800	8.00%
16. CARPET	\$68,000	\$68,000	\$67,404	\$596	0.88%
TOTAL	\$1,047,916	\$859,780	\$854,470	\$193,446	22.64%

1. Painting materials purchased directly to avoid upcharge.
2. Third party contractor for all building painting.
3. See attached detail. Third party Contractor supplies the Union Carpenter. All union benefits are included
4. Anticipated expenditures on supplies and uniforms.
5. Based on weekly service.
6. Based on Tenant Coordinator supervisor position.
7. Includes trash receptacles, plaza furniture, lobby mats, work order system, etc.
8. Contingency for general building repair and maintenance. This includes the plaza tent rental and a paver replacement contingency.
9. Routine metal maintenance and vandalism repair. Increased contingency for vandalism issues have increased in past years. Did not perform revolving door metal maintenance in 2022, 8 new door are scheduled to replace existing doors.

10. Window and mylar repair and replacement. \$50K attic stock purchase included in 2023 budget. Current breakage is lower than historical averages.
11. Includes two (2) times per week compactor pick-up, roll off boxes, and recycling of glass, plastic and aluminum. Variance is from an assumed higher occupancy rate from previous year.
12. Includes miscellaneous signage. Contingency for new ADA building signage.
13. For landscaping services, includes costs for spring, summer and fall plantings.
14. Includes miscellaneous wood refinishing for building furniture.
15. Includes miscellaneous repairs to building furniture
16. Includes replacements of building carpet and purchase of attic stock at \$50K.

**RICHARD J. DALEY CENTER
CARPENTER PAYROLL COSTS
2023 BUDGET**

	Position	Personnel	Hourly Rate Jan-May	Hourly Rate June-Dec.	Total Payroll Cost Jan. - May	Total Payroll Cost Jun.-Dec.	Totals
STAFFING	Carpenter	1	\$53.40	\$56.07	\$46,992	\$65,938	
	Subtotal Wages	1			\$46,992	\$65,938	
	Add Allowance of 4% for Overtime				\$1,880	\$2,638	
	Total Wages & Allowance				\$48,872	\$68,576	\$117,448
3rd PARTY FEES INSURANCE AND OVERHEAD	Overhead		9.10	9.55	\$8,008	\$11,460	
	Fees and Profit		5.11	5.36	\$4,497	\$6,432	
	Total Taxes & Insurance				\$12,505	\$17,892	\$30,397
	Total Wages, Taxes & Overhead				\$61,376	\$86,468	\$147,844
BENEFITS	Union						
	Total Fringe Benefits (includes H&W, Pension, etc.)		39.77	41.75	\$34,998	\$47,327	
	Total Benefits				\$34,998	\$47,327	\$82,324
	Total Wages, Taxes, Overhead & Benefits				\$96,374	\$133,795	\$230,169
TOTAL YEARLY COST					\$96,374	\$133,795	\$225,652

**RICHARD J. DALEY CENTER
ELEVATOR STARTERS PAYROLL COSTS
2023 BUDGET**

	Position	Personnel	Hourly Rate Jan-May	Hourly Rate May-Dec.	Total Payroll Cost Jan. - May	Total Payroll Cost Jun.-Dec.	Totals
STAFFING	Day Supervisor	1	\$33.45	\$33.95	\$27,920	\$43,456	
	Subtotal Wages	1			\$27,920	\$43,456	
	Add Overtime Allowance				\$1,010	\$1,630	
	Total Wages & Allowance				\$28,930	\$45,086	\$74,015
TAXES INSURANCE MISC FEES	FICA				\$1,794	\$2,795	
	FUI				\$42	\$0	
	SUI				\$340	\$0	
	Worker's Compensation				\$626	\$975	
	Medicare				\$341	\$654	
	Miscellaneous Fees				\$178	\$249	
	Total Taxes, Insurance, Fees				\$3,321	\$4,673	\$7,994
	Total Wages, Taxes, Insurance & Fees				\$32,250	\$49,759	\$82,009
BENEFITS	Union						
	Health & Welfare	\$985.20	per month per employee		\$3,941	\$7,882	
	Pension	\$1,123.89	per month		\$4,496	\$8,991	
	Total Benefits				\$8,436	\$16,873	\$25,309
	Total Wages, Taxes, Insurance & Benefits				\$40,686	\$66,632	\$107,318
	TOTAL YEARLY COST				\$40,686	\$66,632	\$107,318

**RICHARD J. DALEY CENTER
OPERATIONS AND MAINTENANCE BUDGET
2023 BUDGET DETAIL**

ADMINISTRATIVE BUDGET	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. ADMINISTRATIVE PAYROLL & BENEFITS	\$655,219	\$607,642	\$620,634	\$34,585	5.57%
2. OTHER ADMINISTRATIVE OFFICE EXPENSE	\$12,800	\$11,900	\$11,200	\$1,600	14.29%
3. OFFICE SUPPLIES	\$32,060	\$30,140	\$27,888	\$4,172	14.96%
4. MANAGEMENT FEES	\$168,533	\$168,533	\$168,247	\$286	0.17%
5. ENVIRONMENTAL TESTING	\$33,300	\$25,650	\$35,411	(\$2,111)	-5.96%
6. LEGAL FEES	\$100,000	\$65,000	\$105,469	(\$5,469)	-5.19%
7. OTHER PROFESSIONAL FEES	\$112,200	\$66,604	\$102,756	\$9,444	9.19%
8. ADMIN OTHER EXPENSE	\$18,200	\$25,700	\$10,800	\$7,400	68.52%
9. TELEPHONE SERVICE	\$23,640	\$22,680	\$21,960	\$1,680	7.65%
TOTAL	\$1,155,952	\$1,023,849	\$1,104,365	\$51,587	4.67%

1. Management staff salaries and benefits

2. Annual update of stacking plan and square footage calculation.

3. Administrative expense includes BOMA Membership, Yardi accounting software fees and office copy machine expenses.

\$1,800 positive pay security is included in 2023.

4. Management fee expense per agreement.

5. Bi-annual indoor air quality testing, IEPA annual permit fee, ACM training and Spill Prevention and Control training
Variance is partly a result of the 2023 ACM training increase and oil and antifreeze disposal fee increase

6. Based on PBC supplied estimate.

7. FESOP reporting requirements, annual evacuation submittals and utility procurement

Variance stems from needing 3rd party capital project cost estimating and a these costs were not included in the 2022 budget.

8. Bank fees and administrative contingencies.

9. Management office phone services, plaza Wi-Fi and building staff cell phones.

**RICHARD J. DALEY CENTER
ADMINISTRATION PAYROLL COSTS
2023 BUDGET**

ADMINISTRATION PAYROLL COSTS

RICHARD J. DALEY CENTER
50 WEST WASHINGTON, SUITE 1203
BUDGET FOR LABOR AND RELATED COSTS
FROM JANUARY 2023 THROUGH DECEMBER 2023

	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023	
	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Totals
	1	2	3	4	5	6	7	8	9	10	11	12	Year 1
Regular pay	35,883.37	35,883.37	37,318.22	37,318.22	37,318.22	55,977.34	37,318.22	37,318.22	37,318.22	37,318.22	37,318.22	55,977.34	482,267.18
Overtime pay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bonus	0.00	0.00	37,169.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,169.03
Total Payroll	35,883.37	35,883.37	74,487.25	37,318.22	37,318.22	55,977.34	37,318.22	37,318.22	37,318.22	37,318.22	37,318.22	55,977.34	519,436.21
Social security	2,224.76	2,224.76	4,618.21	2,313.73	2,313.73	3,470.59	2,313.73	2,313.73	2,313.73	2,313.73	2,313.73	2,311.88	31,046.31
Medicare	12.00	520.31	1,080.07	541.11	541.11	811.67	541.11	541.11	541.11	541.11	541.11	811.67	7,023.49
Federal unemployment	171.32	34.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	205.80
State unemployment	941.94	491.58	233.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,666.98
ADP service fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
HR allocation charge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COBRA administration	3.43	3.43	3.43	3.43	3.43	3.43	3.43	3.43	3.43	3.43	3.43	3.43	41.16
Equifax unemployment	12.25	12.25	12.25	12.25	12.25	12.25	12.25	12.25	12.25	12.25	12.25	12.25	147.00
Training	40.82	40.82	40.82	40.82	40.82	40.82	40.82	40.82	40.82	40.82	40.82	40.82	489.84
Office 365/Email	117.60	117.60	117.60	117.60	117.60	117.60	117.60	117.60	117.60	117.60	117.60	117.60	1,411.20
Total Payroll Tax and Related Costs	3,524.12	3,445.23	6,105.84	3,028.94	3,028.94	4,456.36	3,028.94	3,028.94	3,028.94	3,028.94	3,028.94	3,297.65	42,031.78
Health insurance	7,139.89	7,139.89	7,139.89	7,139.89	7,139.89	7,139.89	7,139.89	7,139.89	7,139.89	7,139.89	7,139.89	7,139.89	85,678.68
Life insurance	56.40	56.40	58.68	58.68	58.68	58.68	58.68	58.68	58.68	58.68	58.68	58.68	699.60
AD&D	7.05	7.05	7.34	7.34	7.34	7.34	7.34	7.34	7.34	7.34	7.34	7.34	87.50
FSA & HSA admin	3.70	3.70	3.70	3.70	3.70	3.70	3.70	3.70	3.70	3.70	3.70	3.70	44.40
LTD	85.38	85.38	88.84	88.84	88.84	88.84	88.84	88.84	88.84	88.84	88.84	88.84	1,059.16
401K match	224.30	224.30	454.32	233.26	233.26	349.90	233.26	233.26	233.26	233.26	233.26	349.90	3,235.54
Workers comp	186.59	186.59	387.33	194.05	194.05	291.08	194.05	194.05	194.05	194.05	194.05	291.08	2,701.02
Travel accident insurance	0.00	0.00	0.00	245.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	245.00
Transportation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Broker renewal & CPE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Union benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Benefits and Union Costs	7,703.31	7,703.31	8,140.10	7,970.76	7,725.76	7,939.43	7,725.76	7,725.76	7,725.76	7,725.76	7,725.76	7,939.43	93,750.90
Total Budgeted Costs	47,110.80	47,031.91	88,733.19	48,317.92	48,072.92	68,373.13	48,072.92	48,072.92	48,072.92	48,072.92	48,072.92	67,214.42	655,218.89

Pay Periods 2 2 2 2 2 3 2 2 2 2 2 3 26

**RICHARD J. DALEY CENTER
OPERATIONS AND MAINTENANCE BUDGET
2023 BUDGET DETAIL**

INSURANCE	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. PROPERTY, CASUALTY, & LIABILITY	\$721,862	\$650,000	\$680,000	\$41,862	6.16%
TOTAL	\$721,862	\$650,000	\$680,000	\$41,862	6.16%

1. Based on actual insurance figures for year, plus pollution coverage:

	2023 Proposed Budget	2022 Budget
Property Insurance*	\$221,520	\$221,520
Liability Insurance*	\$394,900	\$394,900
TULIP Insurance Coverage	\$4,200	\$0
MB General Liability Reimbursement	\$71,750	\$71,750
MB Professional Liability Reimbursement	\$24,500	\$24,500
MB Pollution	\$4,992	\$4,992
	\$721,862	\$717,662

*PBCC supplied.

**RICHARD J. DALEY CENTER
OPERATIONS AND MAINTENANCE BUDGET
2023 BUDGET DETAIL**

FACILITIES EXPENSE	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. WOOD MAINTENANCE	\$3,000	\$3,000	\$3,000	\$0	0.00%
2. FURNITURE REPAIR	\$10,800	\$10,000	\$10,000	(\$800)	-8.00%
3. CARPET	\$68,000	\$18,000	\$60,000	(\$8,000)	-13.33%
TOTAL	\$81,800	\$31,000	\$73,000	(\$8,800)	-12.05%

1. Based on 2022 contingency for expenditures.
2. Based on 2022 contingency for expenditures.
2. Based on 2022 contingency of \$18K and \$50K for attic stock carpet.

**RICHARD J. DALEY CENTER
OPERATIONS AND MAINTENANCE BUDGET
2023 BUDGET DETAIL**

REIMBURSABLE EXPENSE	PROPOSED 2023 BUDGET	2022 BUDGET	2022 PROJECTED ACTUAL	\$ VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL	% VARIANCE 2023 BUDGET VS. 2022 PROJECTED ACTUAL
1. COST OF STEAM RESOLD	\$801,731	\$572,757	\$728,096	\$73,635	10.11%
2. COUNTY PACKAGE UNIT MAINTENANCE	\$0	\$0	\$0	\$0	0.00%
TOTAL	\$801,731	\$572,757	\$728,096	\$73,635	10.11%

1. See Gas account detail. Variance is due to increased in Natural Gas costs.
2. County's prorata share, Advance Mechanical package units maintenance contract.

**RICHARD J. DALEY CENTER
2023 CAPITAL BUDGET
BUILDING IMPROVEMENTS**

BUDGET ITEM AND DESCRIPTION	TOTAL BUDGET	COUNTY PRORATA SHARE	CITY PRORATA SHARE	PBCC PRORATA SHARE	IWCC PRORATA SHARE	ILCC PRORATA SHARE
	100.00%	94.92%	0.34%	2.99%	1.01%	0.0074%
GAS BOOSTER REPLACEMENT <i>Capital Program Management Project</i> Increase line pressure supplied by People's Gas to eliminate 3 boosters	\$150,000	\$142,386	\$516	\$4,478	\$1,512	\$1,109
CHILLED WATER ISOLATION VALVE REPLACEMENT <i>Capital Program Management Project</i> Installation of chilled water isolation valves with new bypass.	\$300,000	\$284,772	\$1,032	\$8,955	\$3,024	\$2,217
LOBBY LED LIGHTING CONVERSION <i>Capital Program Management Project</i> Retrofit existing lobby light fixtures to LES's.	\$288,000	\$273,381	\$991	\$8,597	\$2,903	\$2,128
PIGEON MITIGATION <i>Capital Program Management Project</i> Plaza pigeon control	\$450,000	\$427,158	\$1,548	\$13,433	\$4,536	\$3,326
PLAZA FOUNTAIN REBUILD <i>Capital Program Management Project</i> Refurbish the plaza fountain, including lighting, pipes, and heads.	\$240,000	\$227,818	\$826	\$7,164	\$2,419	\$1,774
TRUCK LANE WALL AND CURB REPAIR <i>Capital Program Management Project</i> Repair curbing on both sides of truck retaining wall	\$100,000	\$94,924	\$344	\$2,985	\$1,008	\$739
BUILDING SECURITY ENHANCEMENTS <i>Capital Program Management Project</i> Upgrade security in lobby and thru the public areas	\$1,000,000	\$949,240	\$3,440	\$29,850	\$10,080	\$7,390
RE-LINING OF COOLING TOWERS <i>Capital Program Management Project</i> Replace and repair the existing inner lining cells of the cooling towers	\$1,164,000	\$1,104,915	\$4,004	\$34,745	\$11,733	\$8,602
ELECTRIC VEHICLE CHARGING STATIONS <i>Capital Program Management Project</i> Installation of electric vehicle charging stations within the building's dock and lower level parking garage	\$100,000	\$94,924	\$344	\$2,985	\$1,008	\$739
PROJECT NAME <i>Capital Program Management Project</i> PROJECT DESCRIPTION	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT NAME <i>Capital Program Management Project</i> PROJECT DESCRIPTION	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 2023 CAPITAL BUDGET	\$3,792,000	\$3,599,518	\$13,044	\$113,191	\$38,223	\$28,023

**RICHARD J. DALEY CENTER
CAPITAL BUDGET
BUILDING IMPROVEMENTS - PROPOSED 2021-2024**

BUDGET ITEM AND DESCRIPTION					TOTAL BUDGET	COUNTY PRORATA SHARE	CITY PRORATA SHARE	PBCC PRORATA SHARE
	2021	2022	2023	2024	100.00%	95.88%	0.35%	3.76%
REPLACE DETERIORATED SEALANT JOINTS AT PLAZA PAVING		152,490			\$152,490	\$146,207	\$534	\$5,737
Replace deteriorated sealant joints at plaza paving								
REPLACE AIR COMPRESSOR DRYERS		7,000			\$7,000	\$6,712	\$25	\$263
Replace air compressor dryers								
REPLACE BOILER #1	350,000				\$350,000	\$335,580	\$1,225	\$13,167
Replace Boiler #1								
EXTERIOR WINDOW SEALANT		1,300,000			\$1,300,000	\$1,246,440	\$4,550	\$48,906
Exterior window sealant removal and replacement								
REPLACE BUILD UP ROOF			294,000	294,000	\$588,000	\$563,774	\$2,058	\$22,121
Replace build up roof								
YEARLY TOTAL	\$ 350,000	\$ 1,459,490	\$ 294,000	\$ 294,000				

*5 year capital projects are based on the Property Condition Assessment performed in 2013 by Milhouse Engineering and Construction.

ANTICIPATED YEAR OF COMPLETION	TOTAL BUDGET	COUNTY PRORATA SHARE	CITY PRORATA SHARE	PBCC PRORATA SHARE
2019	\$ 350,000	\$ 321,965	\$ 1,225	\$ 13,160
2020	\$ 1,459,490	\$ 1,342,585	\$ 5,108	\$ 54,877
2021	\$ 294,000	\$ 270,451	\$ 1,029	\$ 11,054
2022	\$ 294,000	\$ 270,451	\$ 1,029	\$ 11,054

BUDGET SUMMARY

OPERATING BUDGET	2022 BUDGET	2023 BUDGET	% CHANGE 2021 BUDGET TO 2022 BUDGET	% CHANGE 2021 BUDGET TO 2022 BUDGET
REVENUE				
BASE RENT (1)	\$19,616,871	\$19,902,064	\$285,193	1.45%
RETAIL INCOME (2)	\$73,200	\$73,200	\$0	0.00%
OTHER INCOME (3)	\$167,024	\$167,024	\$0	0.00%
INCOME FROM SERVICES RESOLD (4)	\$572,757	\$801,731	\$228,974	39.98%
TOTAL REVENUE	\$20,429,852	\$20,944,019	\$514,166	2.52%
EXPENSES				
UTILITIES EXPENSE	\$3,710,141	\$3,862,039	\$151,899	4.09%
CLEANING EXPENSE	\$4,703,681	\$4,819,325	\$115,644	2.46%
SECURITY EXPENSE	\$4,029,451	\$3,531,671	\$497,781	-12.35%
MECHANICAL MAINTENANCE	\$4,597,970	\$4,763,300	\$165,330	3.60%
BUILDING GENERAL	\$901,780	\$1,047,916	\$146,136	16.21%
ADMINISTRATIVE EXPENSE	\$1,023,849	\$1,155,952	\$132,103	12.90%
INSURANCE	\$680,000	\$721,862	\$41,862	6.16%
SUBTOTAL BLDG OPERATING EXPENSES	\$19,646,871	\$19,902,064	\$255,193	1.30%
REIMBURSABLE EXPENSES				
COST OF SERVICES RESOLD	\$572,757	\$801,731	\$228,974	39.98%
OPERATING CONTINGENCY	\$0	\$0	\$0	0.00%
SUBTOTAL REIMBURSABLE EXPENSES	\$572,757	\$801,731	\$228,974	39.98%
NET OPERATING AUTHORIZATION REQUIRED	\$20,219,628	\$20,703,795	\$484,166	2.39%
CAPITAL BUDGET	\$4,050,000	\$3,792,000	\$258,000	-6.37%
TOTAL DALEY CENTER BUDGET	\$24,269,628	\$24,495,795	\$226,166	0.93%

EXHIBIT 5
PROJECT MATRIX

(MATRIX FOLLOWS)

**EXHIBIT 5
PROJECT MATRIX**

Office building in excess of 1,000,000 S.F. in the Chicago Metropolitan area	Address	Square Feet	LEED / Energy Star Buildings (Y/N)	Properties with an exterior public space that handled scheduling event (Y/N)	Retail space (Y/N)	Public Art (Y/N)	Landmark Bldgs (Y/N)	COMMENTS
Comparable properties with a minimum of 5,000,000 S.F. in the Chicago Metropolitan area	Address	Square Feet	LEED / Energy Star Buildings (Y/N)	Properties with an exterior public space that handled scheduling event (Y/N)	Retail space (Y/N)	Public Art (Y/N)	Landmark Bldgs (Y/N)	COMMENTS

EXHIBIT 6
REFERENCES

(FORM FOLLOWS)

REFERENCES

Firms must provide at least 3 references for the projects presented as a part of the firm's demonstrated experience and capacity. Please indicate the name of the company for which each reference is tendered in the Submitting Firm Name box. Firms may submit more than the minimum number of required references. Current Employees of the Public Building Commission of Chicago are prohibited from being included as valid references.

REFERENCES			
PROJECT NAME:			
Reference Name:		Reference Role on Project:	
Agency/Firm Name:		Email Address:	
Phone:		Mailing Address:	
Submitting Firm's Name:		Submitting Firm's Role on Project:	
PROJECT NAME:			
Reference Name:		Reference Role on Project:	
Agency/Firm Name:		Email Address:	
Phone:		Mailing Address:	
Submitting Firm's Name:		Submitting Firm's Role on Project:	
Submitting Firm's Name:		Submitting Firm's Role on Project:	

REFERENCES, Continued...

REFERENCES			
PROJECT NAME:			
Reference Name:		Reference Role on Project:	
Agency/Firm Name:		Email Address:	
Phone:		Mailing Address:	
Submitting Firm's Name:		Submitting Firm's Role on Project:	

EXHIBIT 7
MBE/WBE PAST PARTICIPATION

(FORM FOLLOWS)



EXHIBIT 7

MBE/WBE Past Participation

Public Building Commission of Chicago | Richard J. Daley Center | 50 West Washington Street, Room 200 | Chicago, Illinois 60602 | (312) 744-3090 | pbcchicago.com

Instructions:

Please identify and report compliance history for least three (3) projects completed over the last three (3) years for which work is/was performed by your firm (government experience preferred but not required). The experience of any member of the Respondent's team will be deemed responsive to this requirement (lead partners experience preferred.)

SUBMITTING FIRM NAME:

DEMONSTRATE COMMITMENT

Respondent must demonstrate how they intend on meeting the MBE and WBE commitments to utilize minority- and women-owned business enterprises as a Professional Service Provider.

(If using your own document, please follow label Exhibit 4 – MBE/WBE Past Participation).

MBE/WBE PARTICIPATION	

PROJECT ONE	
Client Name:	
Client Contact:	
Client Contact Telephone:	
Project Name:	
Project Total:	
Year Completed:	

MBE/WBE PARTICIPATION

Respondent must provide evidence of past experience achieving commitments to utilize minority and women owned business enterprises. Please fill in the boxes below.

PROJECT ONE			
MBE Goal	WBE Goal	Actual MBE	Attained WBE Goal
%	%	%	%



EXHIBIT 7

MBE/WBE Past Participation

Public Building Commission of Chicago | Richard J. Daley Center | 50 West Washington Street, Room 200 | Chicago, Illinois 60602 | (312) 744-3090 | pbcchicago.com

PROJECT TWO	
Client Name:	
Client Contact:	
Client Contact Telephone:	
Project Name:	
Project Total:	
Year Completed:	

MBE/WBE PARTICIPATION

Respondent must provide evidence of past experience achieving commitments to utilize minority and women owned business enterprises. Please fill in the boxes below.

PROJECT TWO			
MBE Goal	WBE Goal	Attained MBE Goal	Attained WBE Goal
%	%	%	%

PROJECT THREE	
Client Name:	
Client Contact:	
Client Contact Telephone:	
Project Name:	
Project Total:	
Year Completed:	

MBE/WBE PARTICIPATION

Respondent must provide evidence of past experience achieving commitments to utilize minority and women owned business enterprises. Please fill in the boxes below.

PROJECT THREE			
MBE Goal	WBE Goal	Attained MBE Goal	Attained WBE Goal
%	%	%	%

