



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

**PROPERTY MANAGEMENT SERVICES
AT THE RICHARD J. DALEY CENTER –
PS2099**

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

MB REAL ESTATE SERVICES INC.

FOR

**PROPERTY MANAGEMENT SERVICES AT THE
RICHARD J. DALEY CENTER – PS2099**

Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602
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FIRM NAME:	MB Real Estate Services Inc.
CONTACT NAME:	Suzanne Hendrick
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ADDRESS:	181 West Madison Street Suite 4700 Chicago, IL 60602

Mayor Rahm Emanuel
Chairman

Carina Sánchez
Executive Director

EXECUTION PAGE

THIS AGREEMENT for Property Management Services (the "**Agreement**") at the Richard J. Daley Center dated as of **August 14, 2018** but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **MB Real Estate Services Inc.**, an Illinois corporation with offices at 181 West Madison, Suite 4700, Chicago, IL 60602, (the "**PROPERTY MANAGER**").

BACKGROUND INFORMATION

THE COMMISSION is the owner of the Richard J. Daley Center (including underground tunnels and concourse areas), commonly known as 50 West Washington Street, Chicago, Illinois 60602, located as described in **EXHIBIT 3 – Property Description** and referred to in this Agreement as the "**Property**".

THE COMMISSION requires certain property management services, described in this Agreement and in **Exhibit 1 – Scope of Services** (the "**Services**"), and desires to retain the Property Manager on the terms and conditions set forth in this Agreement to perform such Services.

THE PROPERTY MANAGER desires to be so retained by the Commission and represents to the Commission that the Property Manager has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by this Agreement.

THE PROPERTY MANAGER agrees to (i) manage, maintain and operate the Property in a manner consistent with the best standards of operation for governmental/office/retail properties of similar quality in the Chicago Metropolitan area, and (ii) comply at all times with the provisions of the Agreement and the Commission's reasonable written requests and policy guidelines with respect to all matters relating to the management, operation and maintenance of the Property.

THE PROPERTY MANAGER consulted with the Commission, reviewed this Agreement and took such other actions as the Property Manager deemed necessary or advisable to familiarize itself with the scope and requirements of the Services and presented itself to the Commission as being fully knowledgeable and capable of rendering the Services.

THE COMMISSION relies upon the Property Manager's representations in selecting the Property Manager to provide the necessary services.

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EXECUTION PAGE

PUBLIC BUILDING COMMISSION OF CHICAGO

BY: Rahm Emanuel Date: 2/5/19
Mayor Rahm Emanuel
Chairman

ATTEST:

BY: [Signature] Date: 2/1/19
Lori Ann Lypson
Secretary

PROPERTY MANAGER

MB REAL ESTATE SERVICES INC.

By: [Signature] Date: 12/28/18
President or Approved Signatory

County of: COOK

State of: ILLINOIS

Subscribed and sworn to before me by Norma Perez
on behalf of MB Real Estate Services Inc. this 28 day of December, 20 18.

[Signature]
Notary Public

My Commission expires: 06/01/2022



(SEAL OF NOTARY)

Approved as to form and legality

Anne L. Lredd 1/31/19

Neal & Leroy, LLC

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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 1 Scope of Services
- (ii) EXHIBIT 2 Compensation of Property Manager
- (iii) EXHIBIT 3 Property Description
- (iv) EXHIBIT 4 Landmarks Ordinance
- (v) EXHIBIT 5 Key Personnel
- (vi) ATTACHMENT A Disclosure Affidavit
- (vii) ATTACHMENT B Disclosure of Retained Parties
- (viii) ATTACHMENT C Legal Actions
- (ix) ATTACHMENT D Special Conditions for MBE/WBE Utilization
- (x) ATTACHMENT E Insurance Requirements and Evidence of Insurance

(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.

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- (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 5 – Key Personnel** and referred to in **Section 3.4 – Personnel** of this Agreement, including, but not limited to, 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 1 – 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 3 – 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 2 – Compensation of Property Manager** in this Agreement.
- (t) **Services.** Collectively, the services, duties and responsibilities described in **Article 3** and **EXHIBIT 1 – 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.

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- (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 1 – Scope of Services** which is attached to this Agreement and incorporated by reference as if fully set forth here.
- (c) Key Personnel, and personnel engaged in performing or knowledgeable of the Services will attend the Monthly Meetings unless excused by the Executive Director or designee. The Property Manager will present Deliverables including those listed in **EXHIBIT 1 – 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.

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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 1 – 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.

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(e) **Landmarks Ordinance**

On November 6, 2002, the Richard J. Daley Center was designated a Chicago Landmark. The Property Manager will comply with all applicable ordinances, rules and regulations for a designated Chicago Landmark in the operation, maintenance and improvement of the Property including EXHIBIT 4 – Landmarks Ordinance.

(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 below. The level of staffing may be revised from time to time by request in writing from the Property Manager to the Executive Director and with written consent of the Executive Director, or designee, 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 Exhibit 5 – Key Personnel. 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

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accordance with the terms of this Agreement. Key Personnel, if any, are identified in **EXHIBIT 5 – 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

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.

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 and/or women's business enterprises for not less than an aggregate of 30% of the value of the Services, and understands and agrees to furnish to the Executive Director such reports and other information concerning compliance with such efforts as may be requested by the Executive Director, or designee, from time to time, except to the extent waived by the Commission.

ATTACHMENT D, has been executed by each such firm and is a part of this Agreement.

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 County of Cook, and/or the City of Chicago, the insurance coverage set forth in **ATTACHMENT E – 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, the County of Cook, the City of Chicago, and their 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, the County of Cook, City of Chicago, and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against

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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 and shall conduct an environmental assessment as often as the Commission deems necessary, but in any event at least once every five years. The Property Manager shall engage 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.

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- (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; and
 - (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

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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 byphenyls ("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, amostitie, 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

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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

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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

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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.

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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 2 – Compensation of Property Manager** 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 2 – Compensation of Property Manager**. 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.

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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

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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 A – 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).

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- (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.

7.4 Inspector General

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

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

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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 Governmental Ethics Ordinance

The Property Manager has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on April 5, 2013, which is available on the Commission's website at http://www.pbccicago.com/pdf/RES_PBC_eCR_CodeofEthicsConsolApril%202013_20130405.pdf, and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provision of this Section will be voidable by the Commission.

8.3 Ethics

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

- (a) 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.

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- (b) 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.
- (c) 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.

8.4 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.

8.5 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.

8.6 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

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are to render for the Commission under this Agreement, Consulting Parties must terminate such other services immediately upon request of the **Executive Director**.

8.7 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.

8.8 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

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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; and
 - (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

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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; and
 - (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.

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- (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.

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- (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, including those separate but made explicitly a part hereof, 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, including those separate but made explicitly a part hereof, 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;

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- (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

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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 1 – 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.

10.10 Firearms

The PBC is committed to providing a safe and secure workplace for the benefit of its employees, consultants, contractors and the general public; therefore, threatening behavior by any person on or about the PBC office premises, project sites and any place in which PBC business is conducted is prohibited. Further, unlawful possession of firearms, explosives, or other weapons anywhere on PBC property or while conducting PBC business is prohibited. Employees and contractors must, at a minimum, comply with all federal, state and local laws relating to the possession and use of firearms, including the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1, et. seq.; the Illinois Criminal Code – Article 5, Deadly Weapons, 720 ILCS 5/Art. 24 et. seq.; and the City of Chicago Firearms and Other Weapons Ordinance, Chicago Municipal Code, Sec. 8-24-005, et. seq.

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.

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- 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 addressed 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.

EXHIBIT 1

SCOPE OF SERVICES

SECTION 1.1 INTRODUCTION

The Public Building Commission of Chicago (also known as the "PBC"), invites your firm 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 (the "Property"), is occupied by Cook County Courts system, Cook County Sheriff, States Attorney of Cook County, 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 Starbucks on the Concourse Level), and a garage. For more details on the Property, refer to **EXHIBIT 3 – Property Description**.

SECTION 1.2 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 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 1.3 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 of 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 any 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 and grounds
- Building service and distribution
- Emergency stand-by generators, associated equipment, and fuel
- Motors and Controllers
- Power and Lighting Panels
- 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 door knobs/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 required by
 - 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/transiting 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/increment 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 1.4 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 1.5 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, includes

- 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 the 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 1.6 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 1.7 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 1.8 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 1.9 LEGAL COUNSEL

The Property Manager may, at the Commission's expense and with 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 1.10 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 1.11 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.

EXHIBIT 2

COMPENSATION OF PROPERTY MANAGER

1 MANAGEMENT FEE

1.1 The **Commission** will pay the **Property Manager** a lump sum management fee (the "Management Fee"). These amounts have been calculated and are reflected in the table below.

Year	Annual Management Fee
1 - (2019)	\$168,533
2 – (2020)	\$168,533
3 – (2021)	\$168,533
4 – (2022) Optional Year	\$168,533
5 – (2023) Optional Year	\$168,533

Subject to the terms of the Agreement, the Management Fee will be paid monthly, in arrears. The Management Fee for the management of the Property for any partial month will be prorated.

1.2 A total of \$20,000 of each Annual Management Fee in Section 1.1 above is subject to Key Performance Indicators ("KPI") which shall be developed by the **Commission** and **Property Manager**. KPIs approved in writing by the Commission, shall be considered part of this agreement, and are incorporated herein by reference and may be attached hereto. Such KPIs may be amended from time to time with the written consent of both parties.

1.3 The **Property Manager** will not be entitled to compensation for performing or supervising routine repairs in and around the Property. Such services are included in the Management Fee.

2 CONSTRUCTION MANAGEMENT FEE

2.1 The **Commission** will pay the **Property Manager** a Construction Management Fee to manage construction projects at the Property approved by the Commission.

2.2 The Management Fee 3% of the cost of Construction Work.

3 BROKERAGE FEE

3.1 The **Commission** will pay the **Property Manager** a Brokerage Fee for Brokerage Services for the Property and approved by the **Commission**.

3.2 The Brokerage Fee for lease renewals is 3% of the lease.

3.3 The Brokerage fee for new leases is 8% for the 1st year of the lease and 3% for each subsequent year.

4 REIMBURSABLE EXPENSES

4.1 The following expenses will be included in the operating budget and are not part of the Management Fee:

4.1.1 approved salaries/benefits (including workers compensation) of on-site property management team as approved by the Commission.

4.1.2 insurance premium for the Commission's requirements as listed in **Attachment E – Insurance Requirements and Evidence of Insurance**. The cost for the first year of the Agreement is not to exceed \$67,488.00 for the Commercial General Liability coverages and \$22,000.00 for the Professional Liability coverages specified in **Attachment E – Insurance Requirements and Evidence of Insurance**. The cost for the second and third years of the Agreement is not to exceed \$70,500.00 for the Commercial General Liability coverages, and \$23,000.00 for the Professional Liability coverages specified

in Attachment E – Insurance Requirements and Evidence of Insurance. The cost for Pollution Liability shall not exceed \$18,000.00 annually.

- 4.1.3 janitorial/maintenance
 - 4.1.4 utilities
 - 4.1.5 window washing
 - 4.1.6 refuse disposal
 - 4.1.7 snow removal
 - 4.1.8 landscape maintenance
 - 4.1.9 alarm system installation and monitoring
 - 4.1.10 contract providers, including building engineering, carpenters, electricians, elevator personnel, custodial and security
 - 4.1.11 budgeted and emergency repair/maintenance of property including dangerous and hazardous conditions that are in violation of the City's Municipal Code but not including capital improvements or environmental remediation
 - 4.1.12 management office expenses, not including overhead expenses
 - 4.1.13 audits, research and consultant reports, excluding reports prepared by the **Property Manager** as consultant to the Commission under this Agreement
 - 4.1.14 subconsultant fees and expenses for subconsultants approved by the **Commission**
- 4.2 The following expenses or costs will not be included in the operating budget and will not be reimbursed by the **Commission**:
- 4.2.1 cost of gross salary and wages, payroll taxes, insurance, subscriptions and professional memberships, worker's compensation, and other benefits of **Property Manager's** off-site management office
 - 4.2.2 maintenance, secretarial and bookkeeping personnel above the grade of building manager, or below the grade of manager and not employed at the Property
 - 4.2.3 general accounting and reporting services (excluding the services of independent and outside accountants required by the Commission) which are within the scope of Services
 - 4.2.4 cost forms, paper, ledgers, and other supplies and equipment used in the Property Manager's office at any location off the Property
 - 4.2.5 cost of electronic data processing equipment that are not located at the Property and data processing provided by computer service companies excluding Property-specific Accounting and work order software
 - 4.2.6 political and charitable contributions
 - 4.2.7 cost of advance made to employees and cost of travel by **Property Manager's** employees or agents to and from the Property
 - 4.2.8 costs attributed to losses arising from negligence, willful misconduct or fraud on the part of the **Property Manager**, the **Property Manager's** agents or the **Property Manager's** employees
 - 4.2.9 cost of the **Property Manager's** general and professional liability insurance and comprehensive crime insurance except as provided herein
 - 4.2.10 fidelity bonds purchased by the **Property Manager** for its own account
 - 4.2.11 employment, placement or other so-called "headhunter" fees
 - 4.2.12 all other home office and administrative overhead incurred by the **Property Manager** or otherwise customarily paid by managing agent, including accounting costs.

EXHIBIT 3
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 preformed
- 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.



Landmarks Ordinance

and the Rules and Regulations of the Commission on Chicago Landmarks



CITY OF CHICAGO
RAHM EMANUEL, MAYOR

Commission on Chicago Landmarks
Rafael M. Leon, Chairman

Reprinted May 1, 2014

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)

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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.

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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

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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;

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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

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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

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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

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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,

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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.

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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

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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

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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]

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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

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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

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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

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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

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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
Andrew J. Mooney, Secretary
Anita Blanchard, M.D.
Victor Ignacio Dziekiewicz
Tony Hu
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 Zoning and Land Use

Historic Preservation Division
City Hall, Room 1101
121 North LaSalle Street
Chicago, Illinois 60602
312.744.3200 (TEL) ~ 312.744.9140 (FAX)
<http://www.cityofchicago.org/landmarks>



Exhibit 5
Key Personnel

Proposal for Property Management
at the Richard J. Daley Center

PROFESSIONAL QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

ANDRE WIGGINS | GENERAL MANAGER

- More than 15 years of commercial real estate experience; 10 years at the RJDC
- Experience working with City of Chicago – Current General Manager of the RJDC; Former Assistant General Manager of the RJDC and former Property Manager of the O’Hare Modernization Project
- Licensed Real Estate Broker, Real Property Administrator (RPA) designation, LEED GA in progress, active member and participant in Building Owners and Management Association (BOMA) of Chicago Codes Committee

POSITION SUMMARY & LOCAL AVAILABILITY

- Supervision of all building personnel and contractors, profit/loss responsibility for operating and capital, maintain and develop relationships with building tenants, City of Chicago and Cook County Agencies
- Strategic planning for sustainability efforts, act as incident commander to building emergencies, review and verify contract administration and procurement systems, manage insurance claims and lawsuits
- Local Availability: 100% dedicated to the RJDC

JOHN BEATTY | ASSISTANT GENERAL MANAGER

- 6 years of commercial real estate experience; 4 years at RJDC
- Experience working with City of Chicago - Assistant General Manager of RJDC
- 25 years of facilities management experience
- Real Property Administrator (RPA) designation, active member and participant in Building Owners and Management Association (BOMA) of Chicago Codes Committee

POSITION SUMMARY & LOCAL AVAILABILITY

- Assist in preparation and review of monthly budgets, evaluate/rebid contracts, oversee rebilling of tenant services/plaza events
- Oversee daily operations in building/plaza, manage contractors/vendors, ensure compliance with life/safety programs and MBE/WBE requirements; oversee sustainability efforts, attend PBC meetings, review/approval payroll, maintain tenant relations
- Local Availability: 100% dedicated to the RJDC

DAN ROMEO | CHIEF ENGINEER

- More than 40 years of engineering experience; 25 years at the RJDC
- Licensed Operating Engineer in City of Chicago; NIULPE Certified First Class Engineer

POSITION SUMMARY & LOCAL AVAILABILITY

- Monitor monthly consumption and energy usage, scheduling and payroll for engineering/electrical personnel, perform, delegate and analyze preventative maintenance tasks; monitor equipment operation
- Institute repairs and upgrades, perform annual life safety system inspections, and testing
- Coordinate staff/contractor training; actively participate in drills and disaster planning
- Local Availability: 100% dedicated to the RJDC

TORIONO COLEMAN | SECURITY DIRECTOR

- More than 15 years of facility security experience; 12 years at the RJDC
- Experience working with City of Chicago - Security Director of the RJDC, former Security Director for City of Chicago Department of Cultural Affairs and Special Events, former US Army Reserve
- Core leadership competencies include development/implementation of fire/life safety systems and procedures, development/implementation of security measures; staff training/education
- Emergency Preparedness Certification for Fire Safety Director/Deputy Fire Safety Director (City of Chicago), Adult AED/CPR Heartsaver Certification (American Heart Association)

POSITION SUMMARY & LOCAL AVAILABILITY

- Manage all security personnel and systems, prepare, review and implement policies and procedures, implement all evacuation ordinance requirements, network/communication with all law enforcement/security agencies/organizations
- Review all reports, tenant requests and work orders, respond and/or assist to all emergencies; coordinate security for plaza events and off-hour shifts
- Local Availability: 100% dedicated to the RJDC

SHIUWAH LAM | PROJECT MANAGER

- 5 years of project management experience; 2 years at the RJDC
- LEED Accredited Professional
- Core leadership competencies include construction management for tenant improvement/renovation projects, coordination/management of contractors/vendors

POSITION SUMMARY & LOCAL AVAILABILITY

- Oversee various professional service companies such as engineers and architects, as well as various general contractors and other construction-related service companies
- Local Availability: As-needed

RICARDO DEL REAL | PROPERTY ACCOUNTANT

- More than 15 years of real estate accounting experience; 5 years at the RJDC
- Core accounting competencies include monthly financial statement/package preparation, monthly general ledger account reconciliation, tenant billing and revenue application, capital project financial tracking, and monthly budget variance analysis

POSITION SUMMARY & LOCAL AVAILABILITY

- Prepare monthly financial statement package, interface with management and owner representatives on financial information, review and resolve open credits and accounts receivable, monitor A/R and occupant collections;
- Act as Budget Coordinator and direct responsibility for revenue portion of budget, real estate tax payments, capital draws, and permanent asset work papers, prepare the audit package for external audits and occupant operational audits, prepare all monthly management fee billing/reimbursement information for payment by owner
- Local Availability: 75% dedicated to the RJDC

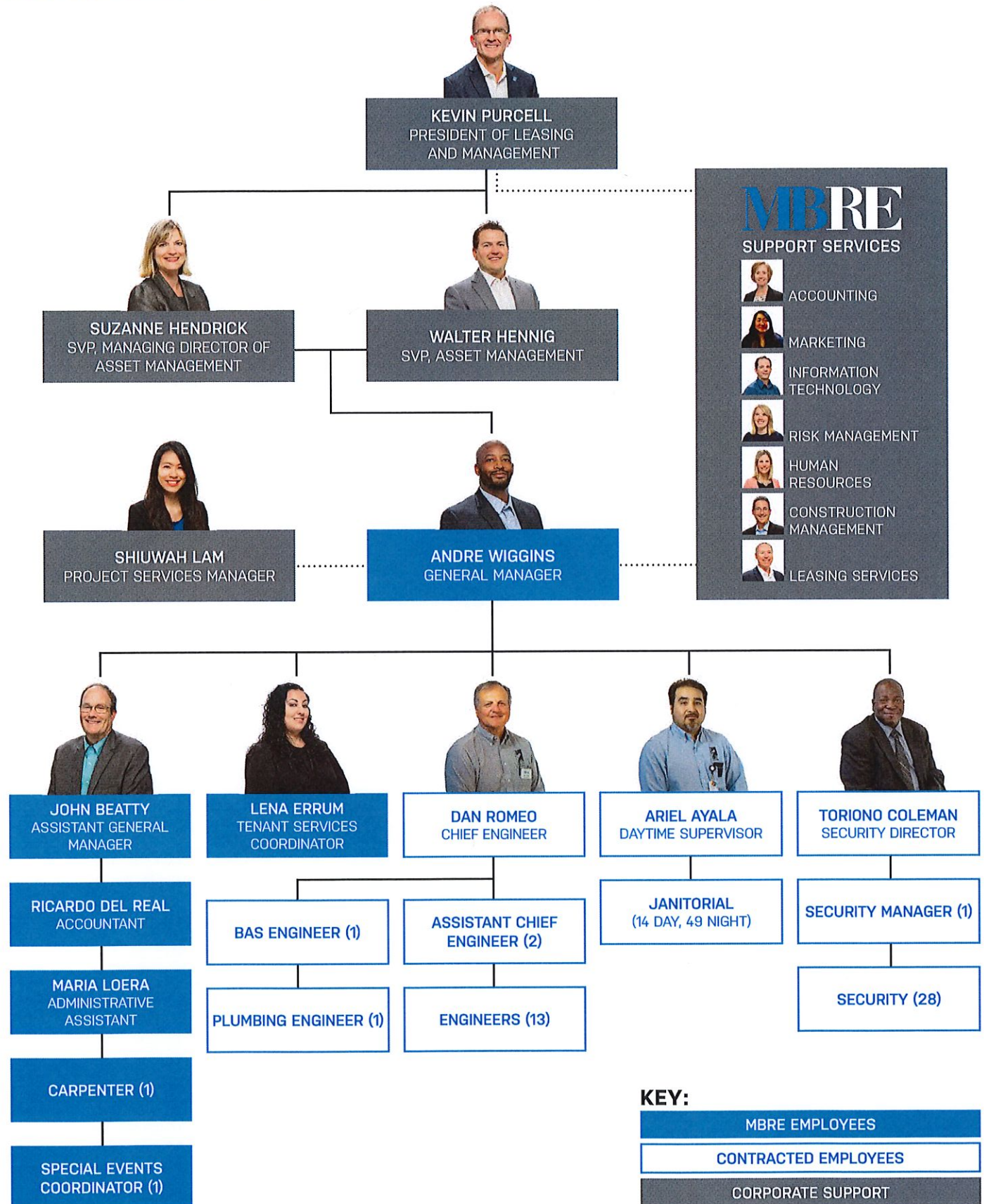
LENA ERRUM | TENANT SERVICES COORDINATOR

- 6 years of administrative support experience; 4 years at the RJDC
- Core leadership competencies include cooperative working relationships with PBC, DCASE, Chicago Police Department, Office of Tourism, Department of Transportation, and multiple ethnic and cultural organizations

POSITION SUMMARY & LOCAL AVAILABILITY

- Scheduling plaza events for the City of Chicago, process all permit applications in a timely manner in accordance to plaza rules and regulations. Work closely with engineering and maintenance staff for coordinating of tenant requests.
- Assist with coordinating Plaza events, including setup and labor needs, and certificates of insurance as required.
- Local Availability: 100% dedicated to the RJDC

KEY PERSONNEL ORGANIZATIONAL CHART



**ANDRE WIGGINS**
GENERAL MANAGER**SUMMARY OF QUALIFICATIONS:**

- 15 years of experience in Commercial Property Management
- Licensed Illinois Real Estate Broker
- RPA Designation – BOMA
- Extensive academic edification in Accounting
- Construction Management experience within a wide range of projects
- Strong problem-solving, analytical, and interpersonal skills

PROFESSIONAL EXPERIENCE:*MB Real Estate - Chicago, IL**Dec 2014 – Present**General Manager – Richard Daley Center – 1.2M SF*

- Renegotiated janitorial contract and revised cleaning format to achieve \$700K reduction in annual expenses.
- Worked closely with engineering team to increase Energy Star rating from 82 to 91.
- Coordinated over \$10M in Capital Improvement projects which included tenant improvements, building envelope enhancements, mechanical systems upgrades, building hardening and code compliance.
- Handle monthly operating and capital funding processes for \$17M annual operating budget.
- Manage ongoing commission, measurement and verification of Energy Performance Contract.
- Effectively manage relationships with onsite ownership group and operational staff of over 100 employees.
- Revised exterior plaza event application and fee structure, generating 50% increase in annual event revenue.
- Successfully procured agreement with distributed antenna system provider, resulting in \$50K of additional annual revenue.
- Coordinated LEED EBOM Silver certification in 2012 and Gold certification in 2017.

*Lincoln Property Company - Chicago, IL**March 2012 – Dec 2014**Property Manager – 33 North Dearborn – 341,187 sf*

- Successfully renegotiated chilled water service agreement, achieving 40% reduction in utility expense.
- Led property to its lowest energy consumption through several energy conservation measures.
- Develop and maintain all monthly financial reports including extensive cash flow reporting. Oversee all accounting functions including development of \$5M annual budget and year end tenant reconciliations.
- Oversee all tenant and building construction projects including completion of full lobby remodeling and ACM abatement. Handle monthly funding of all projects through Title Company.
- Work closely with leasing team to develop speculative leasing plans, procure new tenancy and construct new tenant space.
- Cultivate ongoing relationships with 50+ tenants, ensuring renewal of anchor tenant occupying 30,000sf.
- Completed successful sale and disposition of property, netting 30% return on initial owners initial investment.

ANDRE WIGGINS
GENERAL MANAGER*continued*

MB Real Estate - Chicago, IL
Jan 2008 – March 2012

Assistant General Manager – Richard Daley Center - 1.2M sf

- Developed plan to initiate, implement and oversee completion of Energy Performance Contracting that included several energy conservation measures.
- Developed business plan and created staffing position for Special Events Coordinator for The Richard Daley Center Plaza.
- Oversee the construction and completion of all vacant space improvements. Coordinated Capital Draw processes for project funding.
- Work closely with Property Accountant to prepare financial statements, tenant billings and annual reconciliations. Coordinate budget submittal and approval with the Public Building Commission of Chicago.
- Oversee all vendor, contractor and union labor agreements. Bidding out all services when necessary to ensure competitive pricing and services.
- Maintain all tenant relationships and oversee Building engineering, security and cleaning staffs of over 100 employees.
- Coordinated several mechanical and electrical initiatives in efforts to achieve Energy Star Rating in September 2009.
- Develop and create LEED EB Certification RFP. Attained LEED EBOM Certification.

The John Buck Company – Chicago, IL
March 2003 – Feb 2008

Assistant Property Manager – 200 South Wacker Drive - 750K sf & 222 South Riverside – 1.2M sf

- Coordinated drawings and permit process with Bldg architect, competitively bid and award contract for demolition of 120K sf. of vacant space.
- Conducted monthly meetings and inspections of space for several tenants throughout the Building.
- Prepared year-end reconciliations and escalations for Common Area Maintenance, RE Tax and Insurance Expense.
- Assisted with the sale and due diligence of 222 South Riverside Plaza (1.2M sf) and implementation of systems at newly acquired 200 South Wacker property (700K sf)

SKILLS: Microsoft Excel, Word, Word Perfect, Outlook, QuickBooks, JD Edwards, MRI, Skyline, Timberline, and Kardin Budgeting system.

EDUCATION:

Chicago State University, Chicago, IL
Degree Acquired: Bachelors of Science in Accounting



DAN ROMEO
CHIEF ENGINEER

PROFESSIONAL SUMMARY:

Chief Engineer of the Richard J. Daley Center for the past 19 of the 25 years of service here. Planned and managed every aspect of operating, maintaining, and upgrading all mechanical, electrical and plumbing equipment for the 1.5 million square foot municipal building.

SKILLS:

- Regulatory compliance
- Organizational skills
- Issue resolution
- Training
- Data Analysis
- Wholly familiar with all aspects of the construction industry.
- Problem-solving abilities
- Documentation and reporting
- Inventory management
- Time management
- Preventative maintenance
- Project management
- Teamwork

EXPERIENCE:

Chief Engineer

1999 - Present

Richard J. Daley Center, Chicago, IL

- Planned and oversaw the fivefold expansion of the Building Automation System with the end result being a near 50% reduction in energy consumption while still maintaining occupant comfort.
- Utilized in house labor for repairs and numerous energy upgrades through the years despite a 32% reduction in staffing levels of my MEP department.
- Energy savings to property now totaling in excess of one million dollars annually.
- Achieved buildings first Energy Star Award rating in 2009. The current rating is "91".
- Played an integral role in several capital improvement projects. The largest being the total renovation of 200,000 square feet for the County's relocation of traffic court to the Daley Center. That project coming in under budget.

DAN ROMEO
CHIEF ENGINEER*continued***EDUCATION:**

- City of Chicago Operating Engineer, License EN 57609
- Moraine Valley Community College, Industrial Arts
- Clemson University, Maintenance Management
- OSHA Asbestos O&M Class III
- Refrigeration Service Engineers, EPA Universal License
- NIULPE, Class 1 Power Engineer
- NTT, Centrifugal Pumps
- BOC-101, Energy Efficient Operation of Building HVAC Systems
- BOC-102, Measuring and Benchmarking Energy Performance
- BOC-103, Efficient Lighting Fundamentals
- BOC-104, HVAC Controls Fundamentals
- BOC-105, Indoor Environmental Quality
- BOC-106, Low-Cost Operational Improvement
- BOC-107, Facility Electrical Systems
- Triton-399, Chief Engineers Program
- Triton-399, Electrical Maintenance
- Triton-399, Instrumentation and Controls
- Triton-399, Indoor Air Quality,
- Triton-399, HVAC I & II
- Triton-399, HVAC Air Balancing
- Siemens, Building Automation
- York-Johnson Controls. Chiller Operations and Maintenance

PERSONAL

- Founding Organizer and Technical Advisor of 130 member Gruppo di Motori Italiani for the maintenance and preservation of Classic Italian Automobiles.
- Designed and physically constructed personal residence in which we still reside.



JOHN BEATTY
ASSISTANT GENERAL MANAGER

Creative, results-oriented professional with comprehensive experience in directing facility build-out and relocation operations. Proven track record of meeting deadline and bringing in projects within budget and specifications. Adept at working with professionals at all levels and building cross-functional teams that work at peak performance. Skilled at forging long-term internal and external relationships.

AREAS OF EXPERTISE:

- | | | |
|----------------------|-----------------------|--------------|
| - Logistics | - Procurement | - P&L |
| - Strategic Planning | - Business Leadership | - Budgeting |
| - Project Management | - Vendor Management | - Purchasing |

SELECTED CAREER HIGHLIGHTS

- Expanded or refurbished office space up to 4 floors and as many as 1K employees on time and within budget, including necessary power, cable, and connectivity for operations and back-office operations.
- Reduced costs by utilizing space more efficiently, which enabled return of unneeded space back to landlord.
- Orchestrated relocation of 4 floors and 100K sq ft and subsequent build out of 60K sq feet to accommodate company acquisitions.
- Acquired space in Midtown Manhattan to accommodate 250 staff in less than 3 weeks after 9/11.

PROFESSIONAL EXPERIENCE

MB Real Estate, 2013 – Present

Assistant General Manager

Management:

- Oversee property engineering, security, and cleaning staffs.
- Direct report of property tenant services staff, carpenter and security administration.
- Coordinate the annual testing of the building fire and life safety system.

Contracts:

- Oversee all vendor contracts including managing, bidding and payables to ensure competitive pricing for services.
- Manage and assist with negotiate contracts
- Keep contract summary updated.
- Proactively work with vendors prior to current contract expiration.
- Refer to Procurement Procedures for bidding.

Accounts Payable

- Review and approve invoices several times per month while trying to have as many recurring monthly invoices in as possible to avoid accrual.
- Make sure to attach all back up to support charges.
- Include an approved purchase order for all purchases.
- Submit for review and approval a monthly accrual schedule.
- Update and forward to senior management a monthly accounts receivable aging report. Noting all outstanding items.

Constellation Power & Gas Billing

- Act as main point of contact for any/all issues and coordinate with security access to the building.
- Maintain a matrix with all usage of power and gas.

Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Document. 33

JOHN BEATTY
ASSISTANT GENERAL MANAGER*continued*

- Create and forward monthly reports to the city and county for steam usage and utility usage.
- Construction Projects
- Assist with all construction projects including design development, build-out, to final payment and move in or completion.
 - Work with all vendors, attend weekly project meetings.

*JJB Consulting, Chicago, IL 2012 – 2013**Principal Consultant*

- Relocation and build-out consulting with organizations of all sizes.
- Set up 3,500 sq. ft. office with furniture, power, cable infrastructure, and AV set up. This coordination was from lease signing to move in.
- Worked with trading firm to set up new office from shell and core to 1st day of operations for 20 employees.
- Coordinated a relocation for a firm to move from one location to new location within the Chicago city limits. Space was previously built out - worked with the building and movers for a smooth transition.

*MF Global, previously MAN Financial, Chicago, IL 2005 – 2012**Vice President / Global Director of Real Estate & Facilities, 2007 – 2012*

- Orchestrated and managed 6 to 8 projects of build-outs of office space for trading staff concurrently with budgets from \$400K to \$10M.
- Handled all facility-related capital projects from site selection to 1st day of operation for sites in NYC, San Francisco, London, Canada, and Tokyo.
- Accountable as point-of-contact for buildings in the US for engineering, security, and major building issues.
- Focused on primary staff operations space and disaster recovery space, including security, space layout and seating, and all ongoing infrastructure maintenance.
- Handled temporary location of employees during construction without business interruption, including negotiating leases and lease terminations.
- Directed budgets, scheduling, and approved facilities' related invoices.
- Closed the Calgary and Miami offices and found sub-tenants.
- Managed staff of 12 with 8 in Chicago and 4 in New York.

Assistant Vice President Facilities & Telecommunications, 2005 – 2007

- Directed all build-out projects in Chicago, including making telecommunications moves and changes for staff moves, finishing all build-outs and relocations within budget and time parameters.
- Approved all telecommunications requests and invoices for Chicago, London, and New York offices.
- Assistant VP, Facilities and Real Estate, REFCO, INC., Chicago, IL 1985 – 2005
- Accountable for all North American real estate which included sites in New York, Miami, Montreal, Kansas City, and Minneapolis.
- Placed in charge of space build-out in New York after 9/11, acquiring space in Midtown Manhattan to accommodate 250 staff in less than 3 weeks; managed to a \$2.5M budget.
- Relocated Chicago facility of 4 floors and ~100K sq ft with initial cost of \$22M; after move, handled build out of 3 more floors of ~60K sq ft at cost of \$2M per floor to accommodate several company acquisitions.
- Directed 22 staff in Chicago and New York offices.
- Coordinated all telecommunications.

EDUCATION / LICENSE

- AA, Business, Robert Morris College, Chicago, IL
- Real Estate Broker's License, November 2013 – Present



LENA ERRUM
TENANT SERVICES COORDINATOR

HIGHLIGHTS

- Strong background in Customer/Client/Tenant satisfaction with success overseeing daily operations and functions.
- Recognized for prompt response, resolution and follow up, pertaining to Tenant/Vendor issues.
- Known for spearheading assigned projects and tasks, resulting in a timely turn around.
- Known for going above and beyond my own description of duties. I make it a priority to cross train with co-workers to better understand all aspects of property functions.
- Proven track record of multi-tasking, being dependable, maintain constant communication with staff and display interpersonal skills.

EXPERIENCE

Property Administrator/Events Manager: Richard J. Daley Center Courthouse & AP Clerk for Chicago Riverwalk (Acquired Riverwalk in 2017)

October 2014 – Present

- Compiled and completed RFP's for Pest Control Services, Security Access System, and Property Condition Assessments. Resulted in \$45k savings for Client
- Acquired a new Web Host for thedaleycenter.com website – 3 yr. Contract saved Client \$540/yr. and assisted with the rebuild of the website
- Acquired two (2) ATM's for our concourse level. Resulting in \$3k per month profit for Client
- Conduct monthly exterior and interior property inspections of 1.5 million sq. ft. to ensure cleanliness
- Continuous assisting with budgeting and accruals. Maintain monthly flash and quarterly MBE/WBE reports
- Obtained role of Administrator for Building Engines for building staff employees. Implemented Staff training accordingly
- Code and process 60+ invoices on a weekly basis through Yardi – Riverwalk payables processed through Yardi as well
- Personally, review and screen all certificate of insurance for all contractors/vendors conducting work on the premises
- Maintain Tenant communication to relay property information (ex. fire/life safety drills, building events)
- Delegate work orders to appropriate building departments via Guestware/Building Engines
- Organize files, develop spreadsheets, maintain building emergency contacts, draft vendor/tenant/contractor proposals, prepare bid documents through Microsoft Word and Excel
- Assist General Managers and Project Managers with various Capital projects
- Assist Special Events management regarding marketing projects, layouts and coordinate events for Daley Center Plaza
- Assist with special projects as needed

Tenant Service Coordinator: Chicago Public Schools Headquarters – Board of Education November 2012 – October 2014

- Acted as the first point of contact with tenants, vendors, and contractors on a daily basis
- Ensured all contractors conducting work on the premises have current insurance certificates on file meeting the minimum requirements of the management agreement
- Maintained and managed two (2) conference rooms for LSC, CEO, and other CPS departments
- Communicated with tenants to relay property information (ex. fire/life safety drills, building events)
- Conducted inventory supply count prior to ordering as a means to maintain the budget



LENA ERRUM
TENANT SERVICES COORDINATOR

continued

- Organized files, developed spreadsheets, faxed and scanned documents, assisted with meeting coordination and prepared conference rooms accordingly
- Programmed and activated Tenant and Staff Security access cards via Pegasys software
- Processed numerous invoices on a weekly basis and ensured proper account coding in Yardi
- Created and maintained spreadsheets using Excel functions and formulas to develop reports

Administrative Assistant: Inland Steel Building

January 2012 – November 2012

- Delegated tenant requests to the Engineering department using Angus Anywhere work order system, closed out completed work orders and ran Tenant bill back summary reports
- Generated Vendor service agreements, Tenant master file forms and one-time adjustments for Tenant billing
- Maintained certificates of insurance for vendors and tenants
- Coordinated tenant move in/out as well as tenant building events, and ensured each Tenant received and maintained a copy of building tenant manuals, utility contact information and emergency numbers
- Drafted nightly memos for Security staff and Tenant notifications
- Maintained and updated all building manuals including: security procedures, fire evacuations, general building procedure and security access systems
- Processed A/P in Nexus, printed Tenant rent statements in MRI and distributed accordingly

EDUCATION

Moraine Valley Community College Palos Hills, IL General Education 2002 - 2005

**RICARDO DEL REAL**
ACCOUNTANT**PROFESSIONAL EXPERIENCE:**

MB Real Estate, Inc., Chicago, IL
Senior Property Accountant
October 2013 To Present

- Responsible for the preparation and submittal of the monthly financial report
- Prepare and complete quarterly minority vendor report
- Review and process monthly and one time charges/adjustments
- Respond to client's financial and audit inquiries
- Responsible for preparing monthly operating and capital funding requests
- Analyze monthly financial statements and variance analysis
- Input property operating budget, post journal entries, and reconcile bank accounts
- Maintain petty cash funds and prepare reimbursement vouchers
- Train staff with accounting system

Jones Lang LaSalle – Client Accounting Services, Westmont, IL
Senior Accountant
February 2006 To September 2013

- Maintained oversight of all critical wire payments and cash management issues
- Reviewed daily bank account activity for fraud and positive pay
- Coordinated and conducted monthly meetings with property teams
- Calculated monthly management fees, owner distributions, and sales tax calculations
- Maintained and calculate straight line rent and depreciation/amortization schedules
- Reviewed real estate tax and operating expense reconciliations
- Prepared cash flow projections and maintain balance sheet schedules
- Prepared and completed the reporting packages for the monthly close

Jones Lang LaSalle – Motorola, Schaumburg, IL
Staff Accountant
December 2004 To February 2006

- Analyzed/researched funding discrepancies and ensured accurate funds were received
- Uploaded bi-weekly invoices from one system to another
- Reviewed and approved accounts payables invoices for payment
- Generated check runs and tied out and confirmed deposits
- Provided assistance/training to on site property personnel
- Maintain and prepare cash management and funding requests

RICARDO DEL REAL
ACCOUNTANT*continued*

First Industrial Realty Trust, Inc., Rosemont, IL
Regional Accountant
June 1999 To December 2004

- Analyzed monthly financial statements and updated monthly reports
- Prepared monthly tenant statements and ensured timely accounts receivable processing
- Reviewed past due accounts and contacted delinquent tenants
- Assisted in the annual budget process by forecasting income and expenditures
- Analyzed and reconciled various ledger and bank accounts
- Responded to various tenant inquiries regarding account status

Marriott Globetrotters Joint Venture, Chicago, IL
Regional Account Specialist
November 1997 To June 1999

- Managed and approved maintenance invoiced for over 300 public schools
- Gathered and dispersed account information to property managers
- Tracked invoices to ensure payments were properly processed and reconciled
- Assisted the controller in handling additional business account responsibilities
- Aided in the development of new accounting software for tracking work orders

EDUCATION:

Roosevelt University Chicago, IL
Bachelor of Science in Business Administration, Graduated 2001
Occupational Bilingual (English/Spanish), Microsoft Word, Excel, Access, Quickbooks, PayPlus

SKILLS:

Colonial Accounting Systems, MRI, Yardi, PayScan, PeopleSoft, Solomon and JD Edwards



TORIONO COLEMAN
DIRECTOR OF SECURITY

PROFESSIONAL EXPERIENCE:

Director of Security (promoted from Security Manager in 2015)
Richard J. Daley Center / Securitas Security Services
July 2006-Present

- Developed and maintained a good working relationship with building management.
- Developed and maintained a good working relationship with sub-contracting company Digby Security Services.
- Developed and maintained a good working relationship with all building tenants to include the Public Building Commission of Chicago, Cook County Sheriff's Department, Clerk of the Circuit Court of Cook County, The Chief Judge's Office of Cook County, State's Attorney Office of Cook County, Cook County Law Library and Cook County Office of Vital Statistics.
- Act as a liaison between the building and Chicago Police and Cook County Sheriff's Departments.
- Responsibilities includes hiring and scheduling of all staff members.
- Direct / Manage staff consisting of (30) full time officers, (1) Assistant Director of Security and (1) Security Administrative Clerk.
- Ensure that all officers are trained in C.P.R. with the use of an A.E.D.
- Input, review and process weekly payroll for SOS Security and sub-contracting company Digby Security Services. Review invoicing for submittal to building management.
- Schedule and conduct contracted training such as Emergency Response, Active Shooter, Report Writing, Customer Service etc.
- Maintain accurate records for dates and times that all training is conducted. Records include all attendees.
- Maintain and update the department's Operating Manual on a quarterly basis.
- Hands on knowledge of all security equipment to include Genetec access and digital surveillance camera systems, fire alarm system, Motorola XPR 3500 radios and The Pipe building patrol system.
- Conducts quarterly evaluations of supervisors and officers for the purpose of motivating and encouraging them in any way necessary to achieve a thoroughly competent, stable, and content staff.
- Serve a building's Fire Safety Director. Ensure that fire and life safety drills are performed on a quarterly basis. Submit certification to the Chicago Fire Department Bureau of Fire Prevention.

Director of Security
Department of Cultural Affairs / Security Management and Inves
November 2000 – June 2006

- Oversee and maintain (7) City of Chicago buildings to include The Department of Cultural Affairs, Gallery 37, Building of Tourism, The Chicago Ave. Pumping Station, The Original Water Tower, The Clarke House, Glessner House and seasonal site SummerDance.
- Direct / Manage a staff consisting of (46) officers.
- Responsible for preparing building and staff for visits and events sponsored by dignitaries and politicians such as the Mayor of Chicago, city Aldermen, and foreign Prime Ministers.
- Wrote, updated and maintained all post orders and procedures.
- Responsible for all quarterly training to include C.P.R. with AED, customer service, building evacuations due

TORIONO COLEMAN
DIRECTOR OF SECURITY*continued*

- to fire or bomb threat, report writing, patrol techniques, and developed own training program for new hires.
- Responsible for scheduling, payroll, billing, and invoicing of all sites using The Security Management System and The Valiant Security System.
- Familiar with Pelco DVR and C.C.T.V. monitoring equipment.
- Ordered and maintained all equipment such as radios, uniforms, Detex wands, Morse Watchman, etc.
- Performed site checks for all locations during operation hours. Ensured that supervisors, and officers were in proper and clean uniforms, maintaining a clean post. Ensured that all supervisors and officers were properly trained in order to follow and perform all post orders and procedures.

EDUCATION:

Von Steuben Metropolitan Science Center, Chicago, IL
September 1986 – June 1990

U.S. Army, Fort Carson, CO
June 1990 – November 1993

U.S. Army Reserve, Chicago, IL
December 1993 – July 1997

Pikes Peak Community College, Colorado Springs, CO
June 1991 – August 1992

CERTIFICATIONS:

- Certified in CPR with use of an A.E.D.
- Certified as building Fire Safety Director
- Permanent Employee Registration Card
- (20) Hour Basic Security Training
- (40) Hour Armed Training
- Certified in blood and airborne pathogens, June, 2004
- Certified in confined space, May 1999



SHIUWAH LAM
PROJECT SERVICES MANAGER

Shiuwah Lam is a Project Manager for MB Real Estate, responsible for the execution of healthcare, asset and corporate tenant projects to ensure adherence to the budget and schedule, as well as safety and quality standards. In this role she also assists with budget development, scope clarification, contract buyout, scheduling and team coordination, as well as safety and critical path responsibilities.

Prior to joining MBRE, Shiuwah was a project manager with Proteus Group in Chicago. During her eight-year tenure with the firm, she managed the design and construction of numerous healthcare and commercial projects including work at Rush University Medical Center and Edward Hines Jr. VA Hospital. She is a strong leader, dedicated to clear communication throughout the construction process. She ensures projects are executed with attention to detail and completed on time and within the allotted budget.

Shiuwah, a LEED Accredited Professional, earned her Bachelor of Science in Architectural Studies with a minor in East-Asian Languages and Cultures.

RECENT PROJECTS:

- One North Dearborn Projects - 200,000 SF - Base Building and Commercial Interiors
- Daley Center - 300,000 SF - Base Building and Commercial Interiors
- 444 S. LaSalle - 184,000 SF - Base Building and Commercial Interiors

**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 Kevin Purcell, as President, Leasing and Management Services
Name Title

and on behalf of MB Real Estate Services Inc.
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

Name of Firm:	MB Real Estate Services Inc.		
Address:	181 W. Madison, Suite 4700		
Telephone:	(312) 726-1700	Fax:	(312) 807-3853
FEIN:	52-2319154	SSN:	

1. See above
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".

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

CORPORATIONS AND LLC'S

1. State of Incorporation or organization: Delaware
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
1. Mr. Howard Milstein	Director
2. Mr. Peter Ricker	Chairman/CEO & Secretary
3. Mr. John T. Murphy	President
4. Mr. Kevin Buckley	Treasurer
5. Mr. Kevin Purcell	Vice President

Name	Title
6. Ms. Laurie MacDougal	Assistant Secretary
7. Mr. Gary Denenberg	Assistant Secretary

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

Name	Address	Ownership Interest Percentage
Mr. Howard Milstein	335 Madison Avenue, 15th Fl, New York, NY 10017	50%
Mr. Edward Milstein	335 Madison Avenue, 15th Fl, New York, NY 10017	50%

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.

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PARTNERSHIPS

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

Name	Ownership Interest Percentage
n/a	

SOLE PROPRIETORSHIP

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

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

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

Name(s) of Principal(s)
n/a

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

Name	Address
n/a	

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/FEEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

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 Restrictions, (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.

Kevin Purcell
Name of Authorized Officer (Print or Type)
President, Leasing and Management Services
Title


Signature of Authorized Officer
(312) 558-3803
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 12th day of July, 2018 by

Kevin Purcell (Name) as President, Leasing and Management Services (Title) of

MBReal Estate Services Inc. (Bidder/Proposer/Respondent or Contractor)


Notary Public Signature and Seal



B
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

7/12/18

Date

Kevin Purcell


Name (Type or Print)

President, Leasing and Management Services

Title

Subscribed and sworn to before me

this 12th day of July, 2018



Notary Public



**ATTACHMENT ~~B~~ C
LEGAL ACTIONS**

FIRM NAME: MB Real Estate Services Inc.

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

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

C
Attachment ~~B~~: Explanation

MBRE, as a large commercial real estate firm, is, in the regular course of business, a party to property management-related litigation. In virtually all of these actions, MBRE has been named defendant or co-defendant in premises liability claims by third parties and/or insured matters. Further information related to these claims is available upon request.

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

1. Policy Statement

- a. It is the policy of the Public Building Commission of Chicago ("PBC") to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Professional Service Provider must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.
- b. The Commission requires the Professional Service Provider also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The Commission requires the Professional Service Provider to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to certified MBEs and 5% of the annual dollar value of all Commission Construction Contracts to qualified WBEs.
- b. The contract specific goal for MBE/WBE participation is a minimum of 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-protégée program; and
- (10) Effectively using the services of the Commission; minority or women community organizations; minority or women contractors' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.

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

10. Reporting and Record-Keeping Requirements

- a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.
- b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.
- c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-contractors.

11. Disqualification of MBE or WBE

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

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

12. Prohibition On Changes To MBE/WBE Commitments

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

13. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Contractor of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Contractor shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Contractor of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:
 - (1) If needed and in order to sustain the fulfillment of the MBE/WBE contract requirements, the Contractor must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work.
 - (2) The Contractor's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) unavailability after receipt of reasonable Notice to Proceed; b) failure of performance; c) financial incapacity; d) refusal by the subcontractor to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subcontractor to meet insurance, licensing or bonding requirements; g) the subcontractor's withdrawal of its bid or proposal; or h) decertification of the subcontractor as MBE or WBE.
 - (3) The Contractor's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Contractor; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.
 - (4) The Contractor's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms, as enumerated above in Section on Submission of Bid Proposals.
 - (5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) business days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.
 - (6) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE.

This subcontract must be executed within five (5) business days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.

- i. The Executive Director will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with MBE/WBE contract requirements.
- ii. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

14. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Professional Service Provider's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.
- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

15. Severability

- a. If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any 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

II. Demonstrate Commitment

MBRE is dedicated to providing the utmost service and we fully accept and understand the City's MBE/WBE commitment. We are committed to achieving a minimum of 50% MBE and WBE service participation with 30% participation on all capital projects at the RJDC.

MBRE embraces opportunities to promote and increase the participation of minority- and women-owned enterprises in the firm's new and existing contracts – both public and private. We offer maximum opportunity to qualified companies, regardless of their size or ownership structure. Since 2015, over \$3.4M in value of services has been spent with MBE/WBE firms at the RJDC. We have consistently exceeded the PBC's current goals.

MBRE supports diversity within its own workplace which is reflected in the current on-site management staff. Commencing in 2019, MBRE also proposes to supplement our management team's responsibilities by creating an internship program with City Colleges with all associated costs (approximately a \$35K value) fully absorbed by MBRE. The internship will expose business students to multiple facets of the commercial real estate industry such as accounting, management, construction, event planning.

We also support diversity within the makeup of current real estate industry professionals. MBRE is an annual sponsor of BOMA Chicago's Ollie inclusion and outreach scholarship program. The scholarship enables individuals currently working in Commercial RE industry who are also members of groups historically underrepresented in the building industry to receive full tuition over 3-year period for professional training and development in order to obtain BOMI Real Property Administrator (RPA) designation.

MBRE has recently connected with several minority general contractors to prequalify them to participate in the ongoing capital improvement plans for the RJDC. MBRE has also connected with organizations such as the Chicago Minority Supplier Development Council and the Hispanic American Construction Industry Association, seeking recommended general contractors and subcontractors. MBRE will also become members and affiliates of these organizations to further develop and cultivate relationships with each and their minority contractors interested in performing work within the RJDC. MBRE will ensure that at least two qualified minority general contractors are invited to bid on all applicable capital improvement projects in the future.

In efforts to increase overall MBE/WBE participation and support the City of Chicago's commitment to MBE/WBE initiatives, MBRE has participated in the City's 2015 – 2017 MBE/WBE Vendor Networking Event. MBRE plans to host at an annual open house for minority contractors and vendors to visit the RJDC and discuss upcoming projects and ongoing operational services to further this effort at this assignment.



SCHEDULE D

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

Name of Project: Property Management Services at the Richard J. Daley Center

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

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

President, Leasing and Management Services

Title and duly authorized representative of

MB Real Estate Services Inc.

Name of Professional Service Provider whose address is

181 W. Madison, Suite 4700

in the City of Chicago, State of Illinois

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

Name of MBE/WBE Contractor	Type of Work to be Done In Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
A&R Janitorial (MBE)	Janitorial Services	\$4,100,000	
AREM Container Supply Co. (WBE)	Janitorial Supplies		\$3,000
Atrium (WBE)	Landscape Services		\$45,928
Bella Bagno, Inc. (WBE)	Janitorial Supplies		\$120,000
Cable Communications Inc. (WBE)	Electrical Service & Material		\$50,000
Carnow, Cornibear & Associates., Ltd (WBE)	Professional Environmental Consulting		\$30,000
Digby's Detective and Security Agency (WBE)	Security Guard Services		\$1,414,400
Fujikawa Johnson Gobel Architects, Inc. (MBE)	Architectural Services	\$15,000	
Gabe's Installation Service, Inc. (MBE)	Flooring	\$40,800	
Inter-City Supply, Co. (MBE)	Janitorial Supplies	\$3,000	
Montel Technologies, LLC (MBE)	Security Systems	\$60,000	
Pinto Construction Group, Inc (MBE)	Painting	\$50,000	
Quality & Excellence Pest Control Inc. (MBE)	Pest Control	\$5,750	
Total Net MBE/WBE Credit		\$4,274,550	\$1,663,328
Percent of Total Base Bid		38.86%	15.12%
Combined MBE/WBE Total		53.98%	

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:

MB Real Estate Services Inc.

Name of Contractor (Print)

7/12/2018

Date

(312) 558-3803

Phone



Signature

Kevin Purcell

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

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

Name of Project: Property Management Services at the Richard J. Daley Center

Project Number: PS2099

FROM:

A&R Janitorial Service Inc. MBE WBE
(Name of MBE or WBE)

TO:

MB Real Estate Services Inc. 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.

Janitorial Services

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

\$4,100,000

Request for Proposal for
Property Management Services at the
Richard J. Daley Center (PS2099)

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:

N/A

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


SUB-SUBCONTRACTING LEVELS

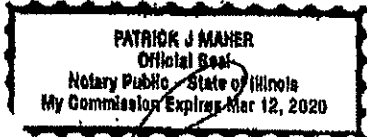
0 % of the dollar value of the MBE/WBE subcontract will be subject to non-MBE/WBE contractors.
0 % of the dollar value of the MBE/WBE subcontract will be subject to MBE/WBE contractors.

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: AFR Territorial Service Inc. 
 Name of MBE/WBE Firm (Print) _____
6-25-18 _____
 Date _____
708 656 8300 _____
 Phone _____
 Signature Deborah Pinter
 Name (Print) _____



IF APPLICABLE:
 BY: _____
 Joint Venture Partner (Print) _____
 Date _____
 Phone _____

Signature 
 Name (Print) _____
 MBE ___ WBE ___ Non-MBE/WBE ___
 3/12/20

Request for Proposal for
 Property Management Services at the
 Richard J. Daley Center (PS2099)



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAR 29 2018

Deborah Pintor
A&R Janitorial Services, Inc.
10127 W. Roosevelt Road
Westchester, IL 60154

Dear Deborah Pintor:

We are pleased to inform you that A&R Janitorial Services, Inc. has been recertified as a **Minority-Owned Business Enterprise ("MBE")/ Woman-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **3/15/2023**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual **No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual **No-Change Affidavit** is due by **3/15/2019, 3/15/2020, 3/15/2021, and 3/15/2022**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **3/15/2023**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **1/15/2023**.

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

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

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

MAR 29 2018

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

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

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

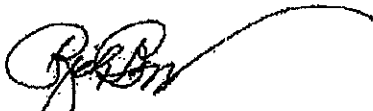
Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):
561720 Janitorial services

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

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

Sincerely,



Rich Butler
First Deputy Procurement Officer
RB/ag



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

Name of Project: Property Management Services at the Richard J. Daley Center

Project Number: PS2099

FROM:

ARKEM Contractors & Supply Co
(Name of MBE or WBE)

MBE _____ WBE

TO:

MB Real Estate Services Inc. 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 May 22, 2018. 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.

Sanitation & Industrial Supplies

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

\$3,000

Request for Proposal for
Property Management Services at the
Richard J. Daley Center (PS2099)

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, please fully describe the work and volume of 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 sheets.

SUB-SUBCONTRACTING LEVELS

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

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filed 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 Owner, 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 State 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:

[Handwritten Signature]
 Name of MBE/WBE Firm (Print)
[Handwritten Name]
 Date
[Handwritten Date]
 Phone

[Handwritten Signature]
 Signature
[Handwritten Name]
 Name (Print)

IF APPLICABLE

Joint Venture Partner (Print) _____
 Name (Print)
 MBE WBE Non-MBE/WBE

Request for Proposal for
 Chicago's Marketing and Advertising
 to Promote the City's Economic



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

May 22, 2018

Rosalind Schwartz
Arem Container & Supply Co.
6153 West Mulford, Unit D
Niles, IL 60714-3420
E-mail: info@aremcontainer.com

Dear Rosalind Schwartz:

This letter is to inform you that the City of Chicago has extended your status as a **Women-Owned Business Enterprise (WBE) until July 22, 2018**. We are providing this extension to allow enough time for you to provide any additional documentation that your application may be missing and/or for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until processing has been completed.

Please present this letter and a copy of your last certification letter as evidence of your certification with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-4900.

Sincerely,

George Coleman Jr.
Deputy Procurement Officer

GC/II

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

Vendor Information

CLOSE WINDOW  HELP

Vendor Information

Business Name **Arem Container & Supply Co.**
 Owner **Rosalind Schwartz**
 Address **6153 West Mulford, Unit D**
 > [Map This Address](#) **Niles, IL 60714-3420**
 Phone **847-673-6184**
 Fax **847-673-6185**
 Email info@aremcontainer.com
 Website aremcontainer.com

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **WBE - Women Business Enterprise**
 Certification Date **7/10/2018**
 Renewal Date **6/15/2019**
 Expiration Date **6/15/2023**
 Certified Business Description **NAICS 423850 Janitorial equipment and supplies merchant wholesalers**
NAICS 424130 Industrial supplies, disposable plastics, paper, merchant wholesalers
NAICS 424690 Industrial chemicals merchant wholesalers
NAICS 424710 Bulk Stations, Petroleum, Merchant Wholesalers
NAICS 424720 Petroleum Products Merchant Wholesalers

Commodity Codes

Code	Description
NAICS 423850	Janitorial equipment and supplies merchant wholesalers
NAICS 424130	Industrial supplies, disposable plastics, paper, merchant wholesalers
NAICS 424690	Industrial chemicals merchant wholesalers
NAICS 424710	Bulk stations, petroleum, merchant wholesalers
NAICS 424720	Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)

Additional Information

[Customer Support](#)[Print This Page](#)

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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE
SUBMITTED WITH BID**

Name of Project: Property Management Services at the Richard J. Daley Center

Project Number: PS2099

FROM:

Atrium

MBE _____ WBE X

(Name of MBE or WBE)

TO:

MB Real Estate Services Inc. and Public Building Commission of Chicago
(Name of General 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 12-6-16. 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.

Landscape Services

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

_____ \$45,928.00

_____ *JR 12.27.18* _____

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

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

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

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

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

BY:

ATRIUM
 Name of MBE/WBE Firm (Print)
6-26-18
 Date
630-739-5100
 Phone

[Signature]
 Signature
KESHLEEN DRUCH
 Name (Print)

IF APPLICABLE:

BY:

 Joint Venture Partner (Print)

 Date

 Phone

 Signature

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

Request for Proposal for
 Property Management Services at the
 Richard J. Daley Center (PS2099)



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

DEC 8 2016

Kathleen Marie Bruch
Atrium Inc.
17113 Davey Road
Lemont, IL 60439

Dear Kathleen Marie Bruch:

We are pleased to inform you that Atrium Inc. has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **11/15/2021**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual **No-Change Affidavit** is due by **11/15/2017, 11/15/2018, 11/15/2019, and 11/15/2020**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **11/15/2021**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **9/15/2021**.

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

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

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

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

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

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

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

NAICS Code(s):
561730 - Landscape care and maintenance services

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

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

Sincerely,



Rich Butler
First Deputy Procurement Officer
RB/mm

Vendor Information

CLOSE WINDOW 

 HELP

Vendor Information

Business Name **Atrium Inc.**
 Owner **Kathleen Bruch**
 Address **17113 Davey Road**
 > [Map This Address](#) **Lemont, IL 60439**
 Phone **630-739-5100**
 Fax **630-739-5100**
 Email katie@atriumlandscape.com

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **WBE - Women Business Enterprise**
 Certification Date **11/13/2018**
 Renewal Date **11/15/2019**
 Expiration Date **11/15/2021**
 Certified Business Description **NAICS 561730 Landscape care and maintenance services**

Commodity Codes

Code	Description
NAICS 561730	Landscape care and maintenance services

Additional Information

[Customer Support](#)

[Print This Page](#)

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

Name of Project: Property Management Services at the Richard J. Daley Center

Project Number: PS2099

FROM:

BELLA BAGNO, INC MBE _____ WBE X
(Name of MBE or WBE)

TO:

MB Real Estate Services Inc. and Public Building Commission of Chicago
(Name of Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 9/5/17. 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.

SUPPLYING SANITARY & JANITORIAL SUPPLIES

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

\$120,000

Request for Proposal for
Property Management Services at the
Richard J. Daley Center (PS2099)

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:

00
00
00
00

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

BY:

BELLA BAGNO
 Name of MBE/WBE Firm (Print)
7/2/18
 Date
847-673-7328
 Phone

Cynthia L. Lazarus
 Signature
CYNTHIA LAZARUS
 Name (Print)

IF APPLICABLE:

BY:

 Joint Venture Partner (Print)

 Date

 Phone

 Signature

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

Request for Proposal for
 Property Management Services at the
 Richard J. Daley Center (PS2099)



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

SEP - 5 2017

Cynthia Lazarus
Bella Bagno, Inc.
5699 W. Howard Street
Niles, IL 60714

Dear Ms. Cynthia Lazarus:

We are pleased to inform you that **Bella Bagno, Inc.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **8/15/2022**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **8/15/2018, 8/15/2019, 8/15/2020, and 8/15/2021**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **8/15/2022**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **6/15/2022**.

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

A handwritten signature in blue ink, appearing to be "C. Lazarus", located in the bottom right corner of the page.

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

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

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

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

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

NAICS Code(s):

- 326299 - Floor mats (e.g., bath door), rubber manufacturing**
- 423210 - Outdoor furniture merchant wholesalers**
- 423720 - Plumbing fixture merchant wholesalers**
- 423850 - Janitorial equipment and supplies merchant wholesalers**
- 423930 - Recyclable materials (e.g., glass, metal, paper) merchant wholesalers**
- 424130 - Bags, paper and disposable plastics, merchant wholesalers**
- 424130 - Industrial supplies, disposable plastics, paper, merchant wholesaers**
- 424210 - Blades, razor, merchant wholesalers**
- 424690 - Cleaning compounds and preparations, merchant wholesalers**
- 424690 - Laundry soap, chips, and powder, merchant wholesalers**
- 424990 - Bags textile, merchant wholesalers**
- 463998 - Janitorial equipment and supplies stores**
- 561720 - Deodorant servicing of rest rooms**
- 561720 - Janitorial services**
- 561720 - Washroom sanitation services**

Bella Bagno, Inc.

SEP - 5 2017

Page 3 of 3

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

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

Sincerely,



Rich Butler
First Deputy Procurement Officer
RB/sg



Vendor Information

CLOSE WINDOW  HELP

Vendor Information

Business Name **Bella Bagno, Inc.**
 Owner **Ms. Cynthia Lazarus**
 Address **5699 W. Howard St.**
 > [Map This Address](#) **Niles, IL 60714-3258**
 Phone **847-673-7328**
 Fax **847-588-2875**
 Email cynthia@bellabagno.com
 Website www.bellabagno.com

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **WBE - Women Business Enterprise**
 Certification Date **7/5/2018**
 Renewal Date **8/15/2019**
 Expiration Date **8/15/2022**
 Certified Business Description **NAICS 326299 Floor mats (e.g., bath, door), rubber, manufacturing
 NAICS 423210 Outdoor furniture merchant wholesalers
 NAICS 423720 Plumbing fixtures merchant wholesalers
 NAICS 423850 Janitorial equipment and supplies merchant wholesalers
 NAICS 423930 Recyclable materials (e.g., glass, metal, paper) merchant wholesalers
 NAICS 424130 Bags, paper and disposable plastics, merchant wholesalers
 NAICS 424130 Industrial supplies, disposable plastics, paper, merchant wholesalers
 NAICS 424210 Blades, razor, merchant wholesalers
 NAICS 424690 Cleaning compounds and preparations merchant wholesalers
 NAICS 424690 Laundry soap, chips, and powder, merchant wholesalers
 NAICS 424990 Bags, textile, merchant wholesalers
 NAICS 453998 Janitorial equipment and supplies stores
 NAICS 561720 Deodorant servicing of rest rooms
 NAICS 561720 Janitorial services
 NAICS 561720 Washroom sanitation services**

Commodity Codes

Code	Description
NAICS 326299	Floor mats (e.g., bath, door), rubber, manufacturing
NAICS 423210	Outdoor furniture merchant wholesalers
NAICS 423720	Plumbing fixtures merchant wholesalers
NAICS 423850	Janitorial equipment and supplies merchant wholesalers
NAICS 423930	Recyclable materials (e.g., glass, metal, paper) merchant wholesalers
NAICS 424130	Bags, paper and disposable plastics, merchant wholesalers

- NAICS 424130 Industrial supplies, disposable plastics, paper, merchant wholesalers
- NAICS 424210 Blades, razor, merchant wholesalers
- NAICS 424690 Cleaning compounds and preparations merchant wholesalers
- NAICS 424690 Laundry soap, chips, and powder, merchant wholesalers
- NAICS 424990 Bags, textile, merchant wholesalers
- NAICS 453998 Janitorial equipment and supplies stores
- NAICS 561720 Deodorant servicing of rest rooms
- NAICS 561720 Janitorial services
- NAICS 561720 Washroom sanitation services

Additional Information

[Customer Support](#)

[Print This Page](#)

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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:

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

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

The Undersigned (Contractor) will enter into a formal agreement for the above work with the Bidder, conditioned upon the 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.

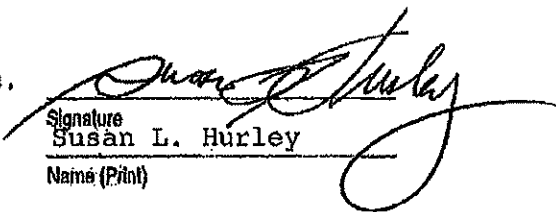
BY:

Cable Communications, Inc.

Name of MBE/WBE Firm (Print)
6-26-18

Date
773-925-1344

Phone


 Signature
Susan L. Hurley

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Request for Proposal for
 Property Management Services at the
 Richard J. Daley Center (PS2099)



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

APR 12 2018

Susan L. Hurley
Cable Communications, Inc.
6200 S. Oakley Ave.
Chicago, IL 60636

Dear Susan L. Hurley:

We are pleased to inform you that **Cable Communications, Inc.** has been recertified as a **Woman-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This WBE certification is valid until **3/15/2023**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by **3/15/2019, 3/15/2020, 3/15/2021, and 3/15/2022**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **3/15/2023**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **1/15/2023**.

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

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

A handwritten signature in black ink, appearing to be "P. J. [unclear]", located in the bottom right corner of the page.

APR 12 2018

Cable Communications, Inc.

Page 2 of 2

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

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

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

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

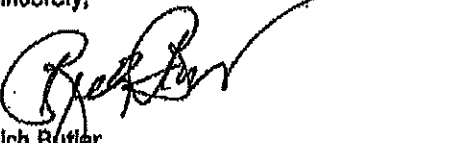
NAICS Code(s):

238210 Electrical Contractors and Other Wiring Installation Contractors

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

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

Sincerely,



Rich Butler
First Deputy Procurement Officer
RB/ag



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

Name of Project: Property Management Services at the Richard J. Daley Center

Project Number: PS2099

FROM:

Carnow, Conibear & Assoc., Ltd. MBE _____ WBE X
(Name of MBE or WBE)

TO:

MB Real Estate Services Inc. and Public Building Commission of Chicago
(Name of Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated November 1, 2018. 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.

Professional Environmental Consulting

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

\$30,000

Request for Proposal for
Property Management Services at the
Richard J. Daley Center (PS2099)

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

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

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

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

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

BY:

Carnow, Conibear & Assoc., Ltd.

Name of MBE/WBE Firm (Print)

6/28/2018

Date

312-762-2915

Phone



Signature

David Bremer

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Request for Proposal for
 Property Management Services at the
 Richard J. Daley Center (PS2099)



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

NOV 01 2013

Shirley A. Conibear
Carnow, Conibear & Associates., Ltd.
600 W. Van Buren, Suite 550
Chicago, IL 60607

Dear Ms. Conibear:

We are pleased to inform you that **Carnow, Conibear & Associates., Ltd.** has been recertified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This WBE certification is valid until **11/01/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual **No-Change Affidavit is due by 11/01/2014, 11/01/2015, 11/01/2016, and 11/01/2017.** Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **11/01/2018.** You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **09/01/2018.**

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

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

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

On,

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

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

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

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

NAICS Code(s):
541620 – Environmental Consulting Services

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/gc

Vendor Information

[CLOSE WINDOW](#) 
 [HELP](#)

Vendor Information

Business Name **Carnow, Conibear & Assoc., Ltd.**
Owner **MS. SHIRLEY CONIBEAR**
Address **600 W VAN BUREN ST**
 > [Map This Address](#) **SUITE 500**
 CHICAGO, IL 60607
Phone **312-762-2933**
Fax **312-775-0148**
Email jboysen@caltld.com
Website <http://www.caltld.com>

Certification Information

Certifying Agency **City of Chicago**
Certification Type **WBE - Women Business Enterprise**
Certification Date **10/11/2017**
Renewal Date **1/1/2019**
Expiration Date **1/1/2019**
Certified Business **NAICS 541620 Environmental consulting services**
Description

Commodity Codes

Code	Description
NAICS 541620	Environmental consulting services

Additional Information

Ward **42**
Community Area **28 Near West Side**

[Customer Support](#)

[Print This Page](#)

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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

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

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

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

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

BY:

Digby's Detective and Security Agency Inc.

Name of MBE/WBE Firm (Print)
06/28/2018

Date
812-326-1100

Phone

Lenita Digby Williams
Signature
Lenita Digby Williams, MBA, Vice President
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Request for Proposal for
Property Management Services at the
Richard J. Daley Center (PS2099)



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

Christine Digby
Digby's Detective and Security Agency, Inc.
2850 South Wabash, Suite 201
Chicago, IL 60616-2825

Dear Christine Digby:

We are pleased to inform you that **Digby's Detective and Security Agency, Inc.**, has been recertified as a **Minority – Owned Business Enterprise ("MBE")** and **Women – Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **07/30/2020**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **07/30/2016, 07/30/2017, 07/30/2018 and 07/30/2019**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **07/30/2020**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **05/30/2020**.

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

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

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

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

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

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

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

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

NAICS Code(s):

561611 – Private Detective and Fingerprinting Services

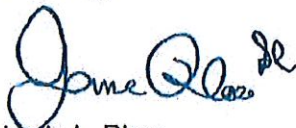
561612 – Security Officer and Patrol Services

611519 – Training Services

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/ab

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

Name of Project: Property Management Services at the Richard J. Daley Center

Project Number: PS2099

FROM:

Fujikawa Johnson Gobel Architects, Inc. MBE X WBE _____
(Name of MBE or WBE)

TO:

MB Real Estate Services Inc. and Public Building Commission of Chicago
(Name of Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated December 12, 2016. 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.

Architectural Services.

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

\$15,000

Request for Proposal for
Property Management Services at the
Richard J. Daley Center (PS2099)

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

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

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

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

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

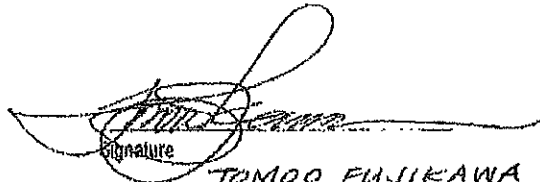
BY:
FUJIKAWA JOHNSON
GOBEL ARCHITECTS, INC.

Name of MBE/WBE Firm (Print)

6/27/2018

Date
(312) 565-2727

Phone



Signature

TOMO O FUJIKAWA

Name (Print)

IF APPLICABLE:

BY:

.....
 Joint Venture Partner (Print)

.....
 Signature

.....
 Date

.....
 Name (Print)

.....
 Phone

MBE, WBE, Non-MBE/WBE

Request for Proposal for
 Property Management Services at the
 Richard J. Daley Center (PS2099)



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

DEC 19 2016

Mr. Tomoo Fujikawa
Fujikawa Johnson Gobel Architects Inc.
111 East Wacker Drive #3015
Chicago, IL 60601

RECEIVED

DEC 19 2016

FUJIKAWA JOHNSON
GOBEL ARCHITECTS

Dear Mr. Tomoo Fujikawa:

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

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **12/15/2017, 12/15/2018, 12/15/2019, and 12/15/2020**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

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

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

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

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

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

NAICS Code(s):

- 541310 - Engineering Consulting Services**
- 541410 - Interior Design Services**

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

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

Sincerely,



Richard Butler
First Deputy Procurement Officer
RB / or

Vendor Information

CLOSE WINDOW  HELP

Vendor Information

Business Name **FUJIKAWA JOHNSON GOBEL ARCHITECTS, INC.**

Owner **MR. TOMOO JOHNSON**

Address **111 E WACKER DR #3015**
 > [Map This Address](#) **CHICAGO, IL 60601**

Phone **312-565-2727 Ext. 19**

Fax **312-000-0000**

Email tfujikawa@fjgarchitects.com

Website <http://www.fjgarchitects.com>

Certification Information

Certifying Agency **City of Chicago**

Certification Type **MBE - Minority Business Enterprise**

Certification Date **12/19/2018**

Renewal Date **12/15/2019**

Expiration Date **12/15/2021**

Certified Business Description **NAICS 541310 Architectural (except landscape) Design Services**
NAICS 541410 Interior Design Services

Commodity Codes

Code	Description
NAICS 541310	Architectural (except landscape) design services
NAICS 541410	Interior design services

Additional Information

Ward **42**

Community Area **32 Loop**

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DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

APR 24 2014

Mr. Gabriel Ramon Marchan
Gabe's Installation Services, Inc.
3130 N. Elston Avenue
Chicago, IL 60618

Dear Mr. Marchan:

We are pleased to inform you that Gabe's Installation Services, Inc., has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **4/30/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual **No-Change Affidavit** is due by **4/30/2015, 4/30/2016, 4/30/2017, and 4/30/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **4/30/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **2/28/2019**.

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

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

121 NORTH LA SALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

A handwritten signature in blue ink, appearing to be "R" with a flourish, and the date "2/28" written below it.

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

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

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

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

NAICS Code(s):

238330 – Flooring Contractors

238340 – Tile and Terrazzo Contractors

238390 – Window Shade and Blind Installation

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

Thank you for your interest in the City's Minority Business Enterprise (MBE) Program.

Sincerely,



Jamie L. Rhee 
Chief Procurement Officer

JLR/cm

Vendor Information

CLOSE WINDOW 

 HELP

Vendor Information

Business Name **Gabe's Installation Service, Inc.**
 Owner **Gabriel Ramon Marchan**
 Address **3130 N. Elston Avenue**
 > [Map This Address](#) **Chicago, IL 60618**
 Phone **773-463-9405**
 Fax **773-463-0995**
 Email gabe@gabesinstallation.com

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **3/12/2018**
 Renewal Date **4/30/2019**
 Expiration Date **4/30/2019**
 Certified Business Description **NAICS 238330 Flooring Contractors**
NAICS 238340 Tile and Terrazzo contractors
NAICS 238390 Window shade and blind installation

Commodity Codes

Code	Description
NAICS 238330	Flooring Contractors
NAICS 238340	Tile and Terrazzo Contractors
NAICS 238390	Window shade and blind installation

Additional Information

Ward **33**
 Community Area **21 Avondale**

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

Name of Project: Property Management Services at the Richard J. Daley Center

Project Number: PS2099

FROM:

INTER-CITY SUPPLY CO, INC MBE WBE
(Name of MBE or WBE)

TO:

MB Real Estate Services Inc. 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 Corporation
a Partnership 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.

Window Washing Supplies

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

\$3,000

Request for Proposal for
Property Management Services at the
Richard J. Daley Center (PS2099)

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

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

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

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

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

BY:

INTER-CITY SUPPLY
 Name of MBE/WBE firm (Print)

6/27/18
 Date
 773-731-8007
 Phone

Jackie Byess
 Signature
JACKIE BYESS
 Name (Print)

IF APPLICABLE:
 BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Yes WBE Non MBE/WBE

Phone

Request for Proposal for
 Property Management Services at the
 Richard J. Daley Center (PS2099)



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

RECEIVED JAN 13 2014

JAN 07

Ms. Jacquelyn Dyess
Inter-City Supply Co., Inc.
8830 S. Dobson Ave.
Chicago, IL 60619

Dear Ms. Dyess:

We are pleased to inform you that Inter-City Supply Co., Inc., has been recertified as a **Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **1/15/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **1/15/2015, 1/15/2016, 1/15/2017, and 1/15/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **1/15/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **11/15/2018**.

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

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

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

121 NORTH LA SALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

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

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

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

NAICS Code(s):

423450 – Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers

423840 – Industrial Supplies Merchant Wholesalers

423850 – Service Establishment Equipment and Supplies Merchant Wholesalers

424120 – Stationary and Office Supplies Merchant Wholesalers

424130 – Industrial and Personal Service Paper Merchant Wholesalers

424690 – Other Chemical and Allied Products Merchant Wholesalers


424990 – Other Miscellaneous Nondurable Goods Merchant Wholesalers

First-aid kits; Industrial safety devices (e.g., eye shields, face shields); Industrial supplies; Wiping cloths; Janitorial equipment and supplies; Floor maintenance equipment; Paper, office (e.g., carbon, computer, copier, typewriter); Bags, paper and disposable plastics; Cartons, paper and paperboard; Cups, paper and disposable plastics; Personal sanitary paper products; Shipping supplies; Tableware, disposable; Tissue paper, toilet and facial; Gummed tapes (except cellophane); Deodorants (except personal); Detergents; Janitorial chemicals; Polishes (e.g., automobile, furniture, metal, shoe, stove); Water softening compounds; Pet supplies (except pet food)

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

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

Sincerely,


Jamie L. Rhee
Chief Procurement Officer

JLR/cm

Vendor Information

CLOSE WINDOW  HELP

Vendor Information

Business Name **Inter-City Supply Co., Inc.**
 Owner **Ms. Jackie B. Dyess**
 Address **8830 S. Dobson Ave.**
 > [Map This Address](#) **Chicago, IL 60619-6952**
 Phone **773-731-8007**
 Fax **773-731-9115**
 Email **INTERCITY@AMERITECH.NET**
 Website **<http://www.intercity-supply.com>**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **1/25/2018**
 Renewal Date **1/15/2019**
 Expiration Date **1/15/2019**
 Certified Business Description **423450 - Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers**
423840 - Industrial Supplies Merchant Wholesalers
423850 - Service Establishment Equipment and Supplies Merchant Wholesalers
424120 - Stationary and Office Supplies Merchant Wholesalers
424130 - Industrial and Personal Service Paper Merchant Wholesalers
424690 - Other Chemical and Allied Products Merchant Wholesalers
424990 - Other Miscellaneous Nondurable Goods Merchant Wholesalers

Commodity Codes

Code	Description
NAICS 423450	First-aid kits merchant wholesalers
NAICS 423450	Industrial safety devices (e.g., eye shields, face shields, first-aid kits) merchant wholesalers
NAICS 423840	Industrial supplies (except disposable plastics, paper) merchant wholesalers
NAICS 423840	Wiping cloths merchant wholesalers
NAICS 423850	Floor maintenance equipment merchant wholesalers
NAICS 423850	Janitorial equipment and supplies merchant wholesalers
NAICS 424120	Paper, office (e.g., carbon, computer, copier, typewriter), merchant wholesalers
NAICS 424130	Bags, paper and disposable plastics, merchant wholesalers
NAICS 424130	Boxes, paperboard and disposable plastics, merchant wholesalers
NAICS 424130	Cartons, paper and paperboard, merchant wholesalers
NAICS 424130	Cups, paper and disposable plastics, merchant wholesalers
NAICS 424130	Gummed tapes (except cellophane) merchant wholesalers

- NAICS 424130 Personal sanitary paper products merchant wholesalers
- NAICS 424130 Shipping supplies, paper and disposable plastics, merchant wholesalers
- NAICS 424130 Tableware, disposable, merchant wholesalers
- NAICS 424130 Tissue paper, toilet and facial, merchant wholesalers
- NAICS 424690 Bleaches merchant wholesalers
- NAICS 424690 Deodorants (except personal) merchant wholesalers

Additional Information

Ward **8**
Community Area **47 Burnside**

[Customer Support](#)

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

Name of Project: Property Management Services at the Richard J. Daley Center

Project Number: PS2099

FROM:

Montel Technologies, LLC MBE X WBE _____
(Name of MBE or WBE)

TO:

MB Real Estate Services Inc. 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
X _____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 04/30/14. 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.

Turnstile monitoring including 12 lanes and 17 turnstiles
IP device monitoring including cameras, decoders, HID access control
devices, IP speakers, servers, switches, SonicWalls, and workstations

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

Turnstile monitoring - \$1,800.00/mo
IP device monitoring - \$2,200.00/mo
\$60,000

Request for Proposal for
Property Management Services at the
Richard J. Daley Center (PS2099)

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:

N/A

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

SUB-SUBCONTRACTING LEVELS

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


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

The Undersigned (Contractor) will enter into a formal agreement for the above work with the Bidder, conditioned upon the 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 State 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:

Montel Technologies, LLC
Name of MBE/WBE Firm (Print)
06/28/2018
Date
815-966-1267
Phone



Signature
Chad Ryan
Name (Print)

IF APPLICABLE:

BY:

N/A
Joint Venture Partner (Print)

Date

Phone

Signature

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

Request for Proposal for
Property Management Services at the
Richard J. Daley Center (PS2099)



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

APR 30 2014

Ray Montelongo
Montel Technologies, LLC
333 W. Ohio Street
Chicago, IL 60654

Dear Mr. Montelongo:

We are pleased to inform you that **Montel Technologies, LLC** has been certified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **04/30/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **04/30/2015, 04/30/2016, 04/30/2017, and 04/30/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **04/30/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **02/28/2019**.

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

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

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

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

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

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

NAICS Code(s):

541512 – Computer Systems Design Services

561621 – Security Alarm Systems Sales Combined with Installation, Repair, or Monitoring Services

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/dw

Vendor Information

CLOSE WINDOW 

 HELP

Vendor Information

Business Name **Montel Technologies, LLC**
 Owner **Mr. Ray Montelongo**
 Address **333 W. Ohio St.**
 > [Map This Address](#) **Chicago, IL 60654**
 Phone **815-966-1267**
 Fax **815-425-0515**
 Email ray@monteltech.com
 Website www.monteltech.com

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **3/28/2018**
 Renewal Date **4/30/2019**
 Expiration Date **4/30/2019**
 Certified Business Description **NAICS 541512 Computer systems integrator services**
NAICS 561621 Security alarm systems sales combined with installation, repair, or monitoring services

Commodity Codes

Code	Description
NAICS 541512	Computer systems integrator services
NAICS 561621	Security alarm systems sales combined with installation, repair, or monitoring services

Additional Information

Ward **42**
 Community Area **8 Near North Side**

[Customer Support](#)

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

Name of Project: Property Management Services at the Richard J. Daley Center

Project Number: PS2099

FROM:

PINTO CONSTRUCTION GROUP, INC. MBE X WBE _____
(Name of MBE or WBE)

TO:

MB Real Estate Services Inc. and Public Building Commission of Chicago
(Name of Bidder)

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

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated SEE ATTACHED. 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.

PAINTING

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

\$50,000

Request for Proposal for
Property Management Services at the
Richard J. Daley Center (PS2099)

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

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


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

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

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or State 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:
 PINTO CONSTRUCTION GROUP, INC.

Name of MBE/WBE Firm (Print)
6.29.18
 Date
708.430.0040
 Phone


 Signature
RICHARD PINTO
 Name (Print)

IF APPLICABLE:

BY:
N/A
 Joint Venture Partner (Print)
 Date
 Phone

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

Request for Proposal for
 Property Management Services at the
 Richard J. Daley Center (PS2099)



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

NOV 06 2013

Richard Pinto
Pinto Construction Group, Inc.
7225 W. 109th St.
Palos Hills, IL 60465

Dear Mr. Pinto:

We are pleased to inform you that Pinto Construction Group, Inc. has been certified as a Minority Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 11/01/2018; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 11/01/2014, 11/01/2015, 11/01/2016, and 11/01/2017. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 11/01/2018. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 09/01/2018.

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

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

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

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

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

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

NAICS Code(s):
841511 - Custom Computer Programming Services
238130 - Building Framing (except structural steel)
238130 - Carpentry, Framing
238130 - Ceiling Beam, Wood, Installation
238130 - Foundation, Building, Wood, Contractors
238130 - Framing Contractors
238130 - Permanent Wood Foundation Installation

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

NOV 06 2013

Pinto Construction Group, Inc.

Page 2 of 2

238130 - Post Frame Contractors
238130 - Prefabricated Wood Frame Component (e.g., trusses) Installation
238130 - Roof Truss Installation
238130 - Sheathing, Wood, Installation
238130 - Steel Framing Contractors
238130 - Stud Wall (e.g., wood, steel) Installation
238130 - Wall Component (i.e., exterior, interior), Prefabricated, Installation
238130 - Wood Frame Component (e.g., truss) Fabrication On Site
238190 - Epoxy Application Contractors
238190 - Metal Furring Contractors
238190 - Stairway, Metal, Installation
238190 - Store Front, Metal or Metal Frame, Installation
238310 - Acoustical Ceiling Tile and Panel Installation
238310 - Acoustical Foam (i.e., sound barrier) Installation
238310 - Building Insulation Contractors
238310 - Ceiling Tile Installation
238310 - Drywall Contractors
238310 - Drywall Finishing (e.g., sanding, spackling, stippling, taping, texturing)
238310 - Drywall Hanging
238310 - Drywall Installation
238310 - Finishing Drywall Contractors
238310 - Gypsum Board Installation
238310 - Insulation Contractors
238310 - Taping and Finishing Drywall
238320 - Bridge Painting
238320 - Paint and Wallpaper Stripping
238320 - Painting (except roof) Contractors
238320 - Painting and Wallpapering
238320 - Paperhanging and Removal Contractors
238320 - Wall Covering or Removal Contractors
238320 - Wallpaper Hanging and Removal Contractors
238320 - Wallpaper Stripping
238350 - Carpenters (except framing)
238350 - Carpentry Work (except framing)
238350 - Finish Carpentry
238350 - Millwork Installation
238350 - Molding or Trim, Wood or Plastic, Installation
238350 - Stairway, Wood, Installation
238350 - Trim and Finish Carpentry Contractors
238350 - Window and Door (residential-type) of Any Material, Prefabricated, Installation
238350 - Window Installation
238350 - Window, Wood, Installation
238990 - Sign, Building, Erection

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer
JLR/jlr

- NAICS 238130 Roof truss (wood) installation
- NAICS 238130 Sheathing, wood, installation
- NAICS 238130 Steel framing contractors
- NAICS 238130 Stud wall (e.g., wood, steel) installation
- NAICS 238130 Wall component (i.e., exterior, interior), prefabricated, installation
- NAICS 238130 Wood frame component (e.g., truss) fabrication on site
- NAICS 238190 Epoxy application contractors
- NAICS 238190 Metal furring contractors
- NAICS 238190 Stairway, metal, installation
- NAICS 238190 Store front, metal or metal frame, installation
- NAICS 238310 Acoustical ceiling tile and panel installation
- NAICS 238310 Acoustical foam (i.e., sound barrier) installation
- NAICS 238310 Building insulation contractors
- NAICS 238310 Ceiling tile installation
- NAICS 238310 Drywall contractors
- NAICS 238310 Drywall finishing (e.g., sanding, spackling, stippling, taping, texturing)
- NAICS 238310 Drywall hanging
- NAICS 238310 Drywall installation
- NAICS 238310 Finishing drywall contractors
- NAICS 238310 Gypsum board installation
- NAICS 238310 Insulation contractors
- NAICS 238310 Taping and finishing drywall
- NAICS 238320 Bridge painting
- NAICS 238320 Paint and wallpaper stripping
- NAICS 238320 Painting (except roof) contractors
- NAICS 238320 Painting and wallpapering
- NAICS 238320 Paperhanging and removal contractors
- NAICS 238320 Wall covering or removal contractors
- NAICS 238320 Wallpaper stripping
- NAICS 238350 Carpenters (except framing)
- NAICS 238350 Carpentry work (except framing)
- NAICS 238350 Finish carpentry
- NAICS 238350 Millwork installation
- NAICS 238350 Molding or trim, wood or plastic, installation
- NAICS 238350 Stairway, wood, installation
- NAICS 238350 Trim and finish carpentry contractors
- NAICS 238350 Window and door (residential-type) of any material, prefabricated, installation
- NAICS 238350 Window installation
- NAICS 238350 Window, wood, installation
- NAICS 238990 Sign, building, erection

Additional Information

12/21/2018

<https://chicago.mwdbe.com/FrontEnd/VendorSearchPublicDetail.asp?XID=9820&TN=chicago&CID=FB018A07D64F66C3353EECA39C...>

[Customer Support](#)

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

Name of Project: Property Management Services at the Richard J. Daley Center

Project Number: PS2099

FROM:

Quality & Excellence Pest Control Incl _____ MBE WBE _____
(Name of MBE or WBE)

TO:

MB Real Estate Services Inc. 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 June 26, 2018. 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.

Pest Control Services

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

\$520.83 monthly
\$5,750

Request for Proposal for
Property Management Services at the
Richard J. Daley Center (PS2099)

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:

N/A

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

BY:

Quality & Excellence Pest Control, Inc.

Name of MBE/WBE Firm (Print)

6-29-18

Date

708-730-1745

Phone



Signature

Cartha McKenzie Jr.

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Request for Proposal for
Property Management Services at the
Richard J. Daley Center (P32099)



TONI PRECKWINKLE

PRESIDENT
Cook County Board
of Commissioners

RICHARD R. BOYKIN
1st District

DENNIS DEER
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

EDWARD M. MOODY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDINI
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 609-5502

June 26, 2018

Mr. Leslie Reid
President
Quality & Excellence Pest Control, Inc.
19271 South Burnham Avenue
Lansing, IL 60438

Annual Certification Expires: June 26, 2019

Dear Mr. Reid:

We are pleased to inform you that **Quality & Excellence Pest Control, Inc.** has been certified as a **Minority-owned Business Enterprise (MBE)** by Cook County Government. This certification is valid until **June 26, 2023**; however, you must re-validate your firm's certification annually.

As a condition of continued Certification during this five (5) year term, you must file a "**No Change Affidavit**" within sixty (60) business days prior to the date of Annual Certification Expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as an **MBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

LICENSED PROFESSIONAL SERVICES: PEST CONTROL SERVICES

Your firm's participation on Cook County contracts will be credited toward **MBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, and Service-Disabled Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Jacqueline Gomez
Contract Compliance Director

JG/ew

ATTACHMENT E
INSURANCE REQUIREMENTS
PROPERTY MANAGEMENT SERVICES
AT THE RICHARD J. DALEY CENTER – PS2099

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. *These requirements are subject to change.*

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, the County of Cook and the City of Chicago as Additional Insureds 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, the County of Cook, and the City of Chicago are 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, the County of Cook, the City 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 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): 8662837122 PER LOCATION FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED MB Real Estate Services Inc 181 West Madison Street 47th Floor Chicago IL 60602 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Continental Insurance Company		35289
	INSURER B: Valley Forge Insurance Co		20508
	INSURER C: Executive Risk Indemnity Inc.		35181
	INSURER D: Federal Insurance Company		20281
	INSURER E: Arch Insurance Company		11150
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570074953197 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6024118999	03/01/2018	03/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6024119019	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			6024119005	03/01/2018	03/01/2019	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
E	D&O-Primary			PCD100093300	04/04/2018	04/04/2019	D&O Aggrtagetage \$5,000,000

Certificate No : 570074953197

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

RE: Daley Center, 50 w. Washington, Suite 1203, Chicago, IL. Public Building Commission of Chicago, its commissioners, officers, employees and agents and The City of Chicago, County of Cook are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability evidenced herein are Primary and Non-Contributory to other insurance available to Certificate Holder, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER

CANCELLATION

Public Building Comm. of Chicago Attn: Executive Director 50 West Washington, Room 200 Chicago IL 60602 USA APPROVED JLB 01/31/2019	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc.</i>
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LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED MB Real Estate Services Inc	
POLICY NUMBER See Certificate Number: 570070791192		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570070791192	NAIC CODE		

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
E	EPL - Primary			PCD100093300	04/04/2018	04/04/2019	EPL Aggregate	\$5,000,000
E	Fiduciary-Prim			PCD100093300	04/04/2018	04/04/2019	Fiduciary Aggregate	\$5,000,000
C	E&O-MPL-Primary			82115995	04/04/2018	04/04/2019	Prof Liab Agg	\$5,000,000
D	Employed Lawyer			82494323	04/04/2018	04/04/2019	Employed Lawyer	\$1,000,000
				SIR applies per policy terms & conditions				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

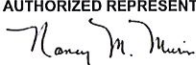
PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED MB REAL ESTATE SERVI 181 W. Madison St. #4700 Chicago, IL 60602	INSURER A : NorGUARD Insurance Company NAIC # 31470	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 639001** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A N	MBWC923958	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job Reference: Daley Center 50 W. Washington Chicago IL

CERTIFICATE HOLDER DALEY CENTER 50 West Washington Suite 1203, Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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