



PROFESSIONAL SERVICES AGREEMENT  
SERVICES LESS THAN \$25,000  
ARBITRAGE SERVICES- PS2094

EXECUTION PAGE

This Contract is made and is dated April 24, 2017 by and between:

PBC: PUBLIC BUILDING COMMISSION OF CHICAGO  
50 West Washington, Suite 200  
Chicago, Illinois 60602 ("PBC") and

CONTRACTOR: AMTEC  
90 Avon Meadow Lane  
Avon, CT 06001

PURPOSE: For services as described in 'Attachment A – Scope of Work' attached hereto and for a not Not-To-Exceed dollar amount of \$5,000.00.

PROJECT: ARBITRAGE SERVICES  
PS2094

PUBLIC BUILDING COMMISSION OF CHICAGO

By: [Signature]  
Lori Ann Lypson

Title: Chief of Staff

Date: 5/1/17

AMTEC

By: MICHAEL SCARFO  
(Print Name)

[Signature]  
(Signature)

Title: SENIOR VICE PRESIDENT

Date: 4/25/17

## TERMS AND CONDITIONS

1. **Recitals.** The Recitals set forth on the Execution Page of this Agreement are hereby incorporated herein by reference.
2. **Definitions.** The herein words and phrases have the following meanings for purposes of this Agreement.
  - a. **Agreement** means this Professional Services Agreement for Grounds Maintenance Services at Various Sites, including all schedules, exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, supplements or attachments made in accordance with the terms hereof.
  - b. **Commission** means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.
  - c. **Contractor** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized to perform the Services required by the terms and conditions of this Agreement.
  - d. **CW System or CW** means the on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports.
  - e. **Deliverables** means the documents, in any format (electronic or hard copy) requested by the Commission, including without limitation drawings, plans, reports, forms, recommendations, and analyses, that the Contractor is required under this Agreement to provide to the Commission.
  - f. **Equipment** means the articles or physical resources, tangible or intangible, including but not limited to, hardware, firmware or software enabling the Commission to implement the Projects and Contractor to perform the Services under this Agreement.
  - g. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.
  - h. **Services** means collectively, the duties, responsibilities and tasks that are necessary in order for the Contractor to provide the Scope of Services required by the Commission. Services will be rendered on a Per-Occurrence basis as described in the form of Attachment A – Scope of Work.
  - i. **Subcontractor** means a partnership, firm, corporation or entity other than the Contractor that furnishes labor, materials and/or equipment to the Contractor related to the performance of the Services and/or improvement of the Project.
3. **Incorporation of Documents.** The Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is hereby incorporated in and made a part of this Agreement. By executing this Agreement, Contractor acknowledges and agrees that Contractor is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.
4. **Engagement and Standards for Performing Services.**
  - a. **Engagement.** The Commission hereby engages the Contractor, and the Contractor hereby accepts such engagement, to provide the Services described in this Agreement, as the same may be amended, in writing, from time to time by mutual agreement of the Commission and the Contractor.
  - b. **Performance Standard.** The Contractor represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing consulting professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement and the assigned Scope of Services. If in the course of performing the Services, Contractor identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Contractor shall promptly provide notice to the Commission.
  - c. **Contractor's Personnel.** The Contractor agrees that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services under this Agreement and the assigned Task Order in the manner required by this Agreement. Contractor must not reassign or replace Key Personnel without the written consent of the Commission. Contractor must ensure that all Services and Deliverables that require the exercise of professional skills or judgment are accomplished by professionals qualified



and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must maintain current copies of any such licenses and provide such copies, upon request, to the Commission. Contractor remains responsible for the professional and technical accuracy of all Services and Deliverables furnished, whether by the Contractor or others on its behalf. Contractor must, at all times, use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of the Services. Contractor must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission. All Deliverables must be prepared in a format satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement.

- d. **Independent Contractor.** In performing the Services under this Agreement, Contractor shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Contractor is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.
  - e. **Limitations on Subcontractors.** Contractor must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
  - f. **Failure to Meet Performance Standard.** If the Contractor fails to comply with its obligations under the standards of the Agreement, the Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Contractor of its responsibility to render the Services and Deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Contractor, either under the Agreement, at law or in equity.
  - g. **Changes to the Services.** The Commission may from time to time, request of the Contractor changes to the terms of the Agreement or Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services or timetable for Deliverables, which are mutually agreed upon by and between the Commission and Contractor, shall be incorporated in a written amendment to this Agreement or the Scope of Services. The Commission shall not be liable for any changes absent such written amendment.
5. **Representations and Warranties.** Contractor represents, warrants and covenants that (a) it will comply with all laws and regulations in performing the Services; (b) it will perform the Services in accordance with the terms and conditions of the Agreement in a professional and workmanlike manner consistent with best industry standards and practice; (c) it possesses all right, power and authority to enter into this Agreement; (d) all Deliverables shall be original works of Contractor or that Contractor shall have all rights necessary to provide such Deliverables; and (e) neither the Services, Deliverables or any other materials or any part thereof, provided to the Commission shall infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. If any Services performed by Contractor fail to meet the above warranties, then without limiting any other remedies at law or in equity, Contractor shall promptly correct or re-perform any such affected Services at no cost to the Commission. Further, Contractor acknowledges that the Commission has entered or will enter into agreements with third party vendors to provide a third party data hosting site and a disaster recovery site. Contractor agrees to abide by all rules, regulations and other requirements prescribed by such third party vendors in order to gain access to the Equipment and perform the Services required by this Agreement.
6. **Duties and Obligations of Contractor.**
- a. **Nondiscrimination.** The Contractor agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq., the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended, and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission.



The Contractor will furnish such reports and information as requested by the Commission or the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.

- b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Contractor performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to [Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).] The Contractor shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Contractor, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Contractor to the respective employees to whom they are due.
- c. **Ethics.** The Contractor has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at [www.pbcchicago.com/pdf/RES\\_PBC\\_ecr\\_CodeofEthicsConsolApril%202013\\_20130405.pdf](http://www.pbcchicago.com/pdf/RES_PBC_ecr_CodeofEthicsConsolApril%202013_20130405.pdf) and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.
- d. **Inspector General.** The Contractor 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. On projects funded by the City of Chicago, the Contractor 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. Each Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Contractors will inform their respective subContractors of this provision and require compliance herewith. Contractor shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.
- e. **Delays.** The Contractor agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Contractor to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.
- f. **Records.** The Contractor shall maintain accurate and complete records of expenditures, costs and time incurred by Contractor in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Contractor's offices upon reasonable notice during normal business hours. Contractor shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.
- g. **CW System.** INTENTIONALLY OMITTED.
- h. **Time of Essence.** The Contractor acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Contractor agrees to use its best efforts to expedite performance of the Services and the assigned Scope of Services and performance of all other obligations of the Contractor under this Agreement and any other agreement entered into by the Commission which are managed or administered by the Contractor as a result of the Contractor's engagement hereunder.



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

**7. Term.**

- a. The term of this Agreement shall terminate upon the Commission's Final Acceptance of Contractor's required deliverables. This agreement may be terminated by the Commission, with cause, upon thirty (30) days notice to the Contractor and, provided further, that this agreement may be terminated at any time during the term by mutual agreement of the parties.
- b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Contractor at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Contractor hereunder with respect to all or any part of the Services, by written notice given to the Contractor at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Contractor from liability for the performance of any obligation of the Contractor under this Agreement performed or to have been performed by the Contractor on or before the effective date of termination or suspension. Provided the Contractor is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Contractor, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Contractor for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Contractor for any loss, cost or damage which the Contractor or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Contractor for actual expenses approved by the Commission.
- c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Contractor, or if the Commission fails to make any payment or perform any other obligation hereunder, the Contractor shall have the right to terminate this Agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Contractor for periods up to the effective date of termination.

8. **Compensation of Contractor:** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of **\$5,000.00**. The Commission shall compensate the Contractor for the Services in the manner set forth in Attachment B - Schedule of Cost of this Agreement, or as modified by written authorization. The Contractor shall submit all invoices as outlined in the City of Chicago's agreement. Contractor will be required to designate Public Building Commission of Chicago Services separately on each invoice.

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

- a. **Information.** The Commission shall provide the Contractor all reasonably requested information concerning the Commission's requirements for the Project and the Services.
- b. **Review of Documents.** Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Contractor and render decisions pertaining thereto with reasonable promptness.
- c. **Site Data.** To the extent the Commission determines to be necessary for the Contractor to perform the Services, the Commission may furnish to the Contractor information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.
- d. **Legal, Auditing and other Services.** The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Contractor to perform the Services. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Contractor.



- e. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.
  - f. **Ownership of Documents.** All documents, data, studies and reports prepared by the Contractor or any party engaged by the Contractor, pertaining to the Services shall be the property of the Commission, including copyrights.
  - g. **Audits.** The Commission shall have the right to audit the books and records of the Contractor on all subjects relating to the Services.
10. **Indemnification of Commission and Third Party Vendors.** The Contractor hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees and any third party hosting site or disaster recovery site from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Contractor or any person employed by the Contractor to the maximum extent permitted by applicable law.
11. **Insurance to be Maintained by Contractor.** The Contractor shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Contractor, insurance coverage as set forth in the City of Chicago Agreement.
12. **Default.**
- a. **Events of Default.** Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:
    - i. Failure or refusal on the part of the Contractor duly to observe or perform any obligation or Agreement on the part of the Contractor contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been given to the Contractor by the Commission;
    - ii. Failure of Contractor to perform the Services to the standard of performance set forth in this Agreement;
    - iii. Any representation or warranty of the Contractor set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;
    - iv. The Contractor becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or
    - v. There shall be commenced any proceeding against the Contractor seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Contractor's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Contractor's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.
  - b. **Remedies.** If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Contractor, in which event the Commission shall have no further obligations hereunder or liability to the Contractor except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.



- c. **Remedies not Exclusive.** No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.
13. **Confidentiality.** All of the reports, information, or data prepared or assembled by the Contractor under this Agreement are confidential, and the Contractor agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Contractor shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project, or Scope of Services. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Contractor must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by Contractor in entering into this Agreement. Contractor promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests.
14. **Assignment.** The Contractor acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Contractor and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Contractor, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Contractor.
15. **Personnel.** The Contractor further acknowledges that the Contractor has represented to the Commission the availability of certain members of the Contractor's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Contractor shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Contractor's staff, to the Project.
16. **Relationship of Parties.** The relationship of the Contractor to the Commission hereunder is that of an independent contractor, and the Contractor, except to the extent expressly provided to the contrary in this Agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an Agreement of partnership, joint venture, or agency.
17. **Miscellaneous.**
- a. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.
- b. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.
- c. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Contractor under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Contractor is not in default of any obligation of the Contractor hereunder, the Commission shall pay to the Contractor, according to the terms hereof, all compensation and reimbursements due to the Contractor for periods up to the effective date of suspension.
- d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.
- e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.
- f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Contractor at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The

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

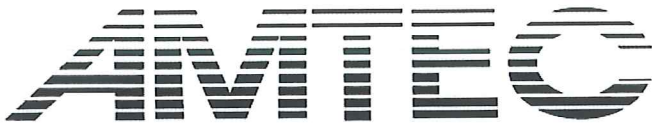
- g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, or in direct contravention of the City of Chicago's Master Agreement, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- i. **Contractor's Authority.** (INTENTIONALLY OMITTED)
- j. **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, possession of firearms, explosives, or other weapons anywhere on PBC property and project sites 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. Further, as a condition of employment and/or contract, individuals may not bring weapons onto PBC premises or project sites (including parking lots), even in situations where such conduct would be allowed under the cited laws.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



**ATTACHMENT A  
SCOPE OF WORK**

**(Attached hereto)**



---

## TAX-EXEMPT COMPLIANCE

April 6, 2017

Ms. Tanya Foucher-Weekley  
Comptroller  
Public Building Commission of Chicago  
Daley Center  
50 W Washington, Suite 208  
Chicago, IL 60602

Dear Ms. Foucher-Weekley:

Thank you for inviting AMTEC to submit its Proposal for Arbitrage Rebate Computation Services for the Public Building Commission of the City of Chicago (the "Commission"). AMTEC appreciates this opportunity and welcomes additional dialogue with the Commission. My signature below certifies I am authorized to bind AMTEC to this Proposal and any resultant contract.

Please allow me to be honest. We know this process is tedious. We know that all respondents will basically say the same thing. We know that most of the respondents are nationally-known, qualified firms. We also know that you have been with your current consultant for several years. So why would you bother changing to AMTEC?

***This is why.***

- AMTEC is the only firm that has spent thousands and thousands of dollars in the past 7 years towards technological advances, which have made us more efficient than ever, allowing us to pass on our savings to our clients. We have created and continue to improve the following:
  - AMTEC ARC, © AMTEC Corporation 2010-2017, is our proprietary software to compute arbitrage, rates of returns, commingled funds, spending exceptions, etc.
  - AMTEC BankUScan System, © AMTEC Corporation 2012-2017, is our proprietary software that makes it possible to directly receive bank statements, paper or electronic, and convert them into a readable electronic file that can be stored indefinitely.
  - SwifTEC Report, © AMTEC Corporation 2017, will debut this year and is an innovative approach to assembling reports directly related to the AMTEC ARC and BankUScan systems.
- AMTEC is the only nationally recognized provider of arbitrage rebate computations and refunding verification services. Providing these services for thousands of bond issues across the United States gives us a unique and thorough understanding of Section 148(f) of the Internal Revenue Code and the Arbitrage Regulations.

### **AMTEC – Key Points Summary**

- Restate all arbitrage computations for active bond issues;
- Work with Commission staff to determine an efficient method for the transfer of investment and disbursement activity from bond proceeds occurring throughout each fiscal year;



- Prepare rebate reports as of fiscal year end and/or required reporting dates throughout the year and they will be delivered within 30 days of the requested dates;
- Prepare Computation Date Reports (5-year) within 15 days of each 5<sup>th</sup> bond anniversary date;
- Provide the Commission with all IRS payment filings and written instructions and unlimited support including support for any IRS inquiry; and,
- Conduct a review of the Commission's post-issuance tax compliance efforts and provide staff training.

And what is our fee for all of these services? **We guarantee not to charge more than \$375 per issue per year, should the Commission request annual rebate calculations. Should the Commission request AMTEC only prepare a 5-year report, our fee is reduced to \$1,475 per report. These fees are all-inclusive and encompass our scope of services. Other than these amounts, there are no additional fees for ANY of the following:**

- Interim updates should the Commission want annual reporting or need multiple reports in any year
- Restatement of Prior Calculations
- Computation Date (5<sup>th</sup> anniversary) reports
- AMTEC's professional and legally enforceable Opinion
- Preparation of IRS Form 8038-T
- AMTEC's Comprehensive Letter of Instruction for any potential Commission rebate payment
- Support in the event of an IRS Review
- Any additional support, communication with your bond counsel, trustee, the IRS or any third party.

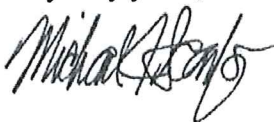
How can we charge such a low fee? We compute arbitrage all day every day. We invest in our future to become more efficient so we can pass on the savings to our clients. We do not charge by the hour or for questions or additional assistance the Commission may require. **Our guaranteed fee is guaranteed.**

AMTEC will provide the Commission an opportunity to significantly reduce its costs for arbitrage rebate compliance services over the next year and further into the future, should AMTEC be engaged. We will restate every rebate report for all active issues. This service eliminates the need to have 2 rebate reports from separate consultants. AMTEC's restated single rebate report will encompass all activity from the date of each closing through the current date. AMTEC provides this service to eliminate the burden that is often associated with changing service providers.

Fees are not the only reason that separates us from our competition. **Customer service** – we will treat you like you are our only client. It's a cliché, but it's true. We answer the phone when you call. We respond to emails almost instantly. We complete our reports in a timely fashion. Ask an AMTEC client. All we are asking for is an opportunity.

Thank you for your consideration and we look forward to hearing from you.

Very truly yours,



Michael J. Scarfo  
Senior Vice President

**A. Please list and describe each report that would be provided for 1 and 2 above.**

The annual rebate report identifies the amount of arbitrage and/or the yield reduction liability. The Report is a formal document issued together with an executive summary, all computation schedules and the professional opinion of AMTEC. Our opinion cites the various computation methodologies, any assumptions and conclusions used to arrive at the rebate amount. If an issue qualifies for a rebate exception or we were required to treat proceeds differently, each process is identified.

Proceeds subject to rebate exception, yield reduction and yield restriction are clearly defined in our final documentation and are reflected on each annual rebate report. All computations are completed in accordance with Section 148 of the Tax Code and the Treasury Regulations and delivered within 15 business days of receiving the required documentation.

The single most important metric is the accuracy of arbitrage calculation, timing and scheduling. This process begins as soon as we are engaged. From the moment we are engaged, we begin to assemble the most important documents and records in order to begin our computations.

Quality work products are developed through the application of our computational methodological process. Work is divided among our Team Members who each process a portion of the computation. As an example, one team member may process the bond yield while another processes investment earnings, capital expenditures and various allocations and the rebate amount. A senior manager will review each step of the calculation for accuracy. This represents the first level review.

The bond yield is the basis for the liability, whether it is positive or negative. As one of the most important internal controls, AMTEC's staff independently computes the bond yield that will be checked against what has been documented in the Federal Tax Certificate, IRS Form 8038-G and the Underwriter's Certificate.

Generally, this check provides confirmation of accuracy, but occasionally, it does not. When this occurs, AMTEC has the expertise through its work as a refunding verification specialist to dissect the original computation that was rooted in the aforementioned bond documents and the IRS Form 8038-G and locate the problem. Once the problem is solved, the resultant corrected bond yield will be reported to our client and used in the arbitrage report. This check is the second level review.

Other methodological processes used by AMTEC to ensure accuracy and quality control follow the determination of the arbitrage amount and include the reconciliation of the investment results and disbursement of proceeds. In addition, AMTEC's proprietary software also determines the internal rate of return from the investment of bond proceeds AND the amount of investment income earned.

The rate of return must be in-line with the taxable interest rate market of the time period to be considered accurate, but the actual investment income amount generated independently by AMTEC is balanced to the investment income reported to us by our clients. These processes represent a sampling of the checks and balances that are built into our software and our internal procedures to ensure that only accurately completed and reviewed computations are distributed to our clients. This is the third level review.

The final test is a 100% review by an independent senior manager of all data entered into the arbitrage calculation since the last review. Therefore, before any report is distributed, ALL of the actual numbers used in the calculation, along with any numbers that are generated by AMTEC as a result of required allocations, such as those from transferred proceeds or commingled funds, are also reviewed by our senior managers. At this point, the fourth level review is completed and a rebate computation has been approved for release to our client.



## Intellectual Review Process – An AMTEC Trademark

The arbitrage rebate computation is not completed once the numbers have been crunched. This is when our expertise, gained over 27 years of service, provides the analytics necessary to ensure that our computations and final determinations are accurate. Our senior staff members are expert in the application of Section 148 of the Internal Revenue Code and the Arbitrage Regulations. No AMTEC report is complete without a detailed review of all information that will ultimately comprise the arbitrage rebate computation.

During this review, we ensure that every opportunity to lawfully reduce the arbitrage rebate liability and yield reduction liability has been implemented. Since many of the techniques and methodologies lawfully allowed to reduce rebate are not elected before the closing, our expertise with the application of the Regulations is carefully compared with the bond and investment history of the issues. The results can include important compliance information as follows:

- A potential spending exception from rebate;
- The value of the spending exception when negative arbitrage accumulates;
- The quantitative value of a spending exception when the Debt Service Reserve Fund has generated a rebate liability;
- Determination of the valuation methodology for the ending asset balances that lawfully reduce the rebate liability;
- Identification of the Temporary Period when the investment of bond proceeds is unrestricted and any actions that may result in a restriction on the proceeds;
- Identification of any yield restrictions that have been placed on the proceeds following the end of the initial Temporary Period;
- The testing of the Universal Cap for a potential de-allocation of bond proceeds;
- Written explanation of the computation methodology and recommendations for rebate reserves. Each rebate report includes a written explanation of the methodology, assumptions and conclusions employed. Recommendations for rebate reserves or the elimination of negative arbitrage and recommendations for changes in record keeping and investment policy accompany each report; and
- Delivery of updated calculations and formal rebate reports, rebate exception reports and penalty in lieu of rebate reports, each indicating the above stated information; the issuance of the AMTEC professional opinion, which is legally enforceable, stating that the computations are in accordance with the Code and Regulations.

Since the Commission has had prior rebate reports prepared, AMTEC will provide the Commission with a seamless transition where our staff will gather all necessary documents and restate every arbitrage report for all active issues. **There is no additional fee for this service.** This service eliminates the need to have 2 arbitrage reports from separate consultants. AMTEC's restated single arbitrage report will encompass all activity from the date of each closing through the current date. AMTEC provides this service to eliminate the burden that is often associated with changing service providers.

### **B. Please list and describe any support that would be provided for 6 above.**

AMTEC will provide the Commission with comprehensive and unlimited support in the event of an IRS inquiry. Additionally, we will work with the Commission's staff and consultants regarding all arbitrage related matters.

IRS reviews cause scrutiny for everyone involved. There are numerous document requests, multiple IRS follow-up clarifications to any initial Response and it is nearly impossible not to get multiple parties involved to answer all of the questions involved with an IRS inquiry.

Since there are so many moving parts in the process of an IRS review, it is often costly for the additional fees nearly every provider the Commission utilizes assesses for this service. AMTEC has a different philosophy. We do not assess an additional hourly rate for this support; whether it is 20 minutes or 20 hours, no additional fee will ever be assessed to the Commission. Unlimited support for the Commission is provided because we are your arbitrage rebate consultant.

**C. Please list all information that would be required to perform computations for the 2 bond issues listed above?**

The single most important metric is the accuracy of arbitrage calculation, timing and scheduling. This process begins as soon as we are engaged. From the moment we are engaged, we begin to assemble the most important documents and records in order to begin our computations, such as:

- IRS Form 8038-G
- Federal Tax Certificate
- Trust Indenture and/or Loan Agreement
- Closing Memorandum
- Refunding Verification Report, if one exists
- Bond and investment activity and/or trust statements
- The most recent rebate report from the prior consultant

**D. Do you provide reviews and recommendations of compliance / record keeping procedures?**

AMTEC provides its clients with its recommendations upon completion of our rebate reports, should we detect there may be a way to improve the clients' process/record keeping for compliance with the IRS standards and requirements.

This includes written explanation of the computation methodology and recommendations for rebate reserves. Each rebate report includes a written explanation of the methodology, assumptions and conclusions employed. Recommendations are also made regarding the elimination of negative arbitrage and recommendations for changes in record keeping and investment policy accompany each report.

**E. Will you keep us informed of any Regulatory changes to the Arbitrage rules?**

AMTEC is an associate member of the National Association of Bond Lawyers (NABL). NABL is the single largest group of bond lawyers in the United States and responsible for much of the legislation relating to tax-exempt bonds. The IRS is the other party responsible for regulatory changes and works in conjunction with NABL as new Regulations are promulgated or existing Regulations are amended.

NABL maintains open lines of communication with its members and as soon as changes to tax laws are proposed or implemented we are able to notify our clients who may be affected by such changes. Members of NABL are always the first to learn about proposed changes and given an opportunity to comment before changes are implemented. AMTEC's clients are always kept aware of changes and/or potential changes in the Code and the Regulations that impact their tax advantaged debt. Any change in the Regulations that would benefit an AMTEC client by re-computing a prior calculation or if regulatory changes require a re-computation of a prior calculation, AMTEC would complete this service for no additional fee.



**F. Do you support and / or testing for identifying qualified investments?**

Yes. Notwithstanding our technical ability, which makes AMTEC stand out in our field, we are equally proud of our reputation of receiving high marks for the accuracy of work as proven by IRS audits, our strong business ethic and fair dealings with clients.

AMTEC is ready to assist the Commission. We are not investment brokers. Brokerage services would conflict with our determination of investment performance and arbitrage rebate. AMTEC provides recommendations and pro-forma testing for potential investment realignment. This service is not limited to any number of scenarios and can prove extremely helpful for maximizing overall rates of return. AMTEC clients are never charged a fee for these services.

**G. Do you provide support if an IRS review / audit occurs?**

Yes. AMTEC provides unlimited support to the Commission in the event of an IRS inquiry. Our response to this question can be found in Section B above.

**H. Feel free to provide any other information you deem relevant.**

We have countless explanations as to why our customers like us, why we have a high retention rate, that our service philosophy means that when a client needs something, we drop everything and address the issue immediately; however, we believe that our clients themselves can provide you with a much better idea as to how AMTEC does business. These clients can tell you that AMTEC has never charged more than was originally quoted, that our focus and attention to detail are a huge part of our success and that we treat every client the same and deliver outstanding service across the board. Please see below a reference listing of similar issuers that would be glad to confirm this claim.

Issuer	Contact / Title	Phone Number	Email Address	Period of Arbitrage Service
City of Tucson (AZ)	Art Cuaron Finance Manager	520-837-4379	<a href="mailto:art.cuaron@tucsonaz.gov">art.cuaron@tucsonaz.gov</a>	2012 – Current
Salt Lake County	Javaid Majid Fiscal Administrator	385-468-7079	<a href="mailto:jmajid@slco.org">jmajid@slco.org</a>	2009 - Current
MA State College Building Authority	Karol Ostberg Chief Financial Officer	617-933-8348	<a href="mailto:kostberg@mscba.org">kostberg@mscba.org</a>	2008 – Current
City of Corpus Christi	Constance Sanchez Director of Financial Services	361-826-3227	<a href="mailto:constanceP@cctexas.com">constanceP@cctexas.com</a>	2002 – Current
CT Higher Education Student Loan Authority	Jeanette Weldon Executive Director	860-761-8453	<a href="mailto:jweldon@chefa.com">jweldon@chefa.com</a>	2005 – Current
Univ. of Rhode Island	Susan LaPanne, Ph.D. Assoc. Commissioner for Higher Ed. Finance	401-736-1139	<a href="mailto:slapanne@ribghe.org">slapanne@ribghe.org</a>	2000 – Current
Bexar County (TX)	Susan Yeatts, CPA County Auditor	210-335-2434	<a href="mailto:syeatts@bexar.org">syeatts@bexar.org</a>	2008 – Current

**THIS SPACE INTENTIONALLY LEFT BLANK**

## Staff Qualifications and Experience

AMTEC's corporate headquarters is located in Avon, Connecticut. While we are located on the east coast, we have many engagements nationally and maintain office hours through 8:00 p.m. EST to accommodate our nationwide client base. Our centralized business model enables us to provide prompt assistance to each client since our resources remain in one location.

We have a highly skilled staff of 8 professionals who have significant experience with General Obligation, Special Obligation and Revenue Bonds, the types issued by the Commission and most other states, state agencies and cities. We have the resources necessary to continue to provide the scope of requested services and the ability to deliver these services on an accurate and extremely cost-effective basis.

Raymond H. Bentley, President, and Michael J. Scarfo, Senior Vice President, are the officers of AMTEC and will be the direct contacts for the Commission.

**Raymond H. Bentley, President and Engagement Manager**, is the COO of AMTEC. He has performed every job function in his 15 years of service at AMTEC. Mr. Bentley is thoroughly skilled in each aspect of the arbitrage rebate computational methodology, refunding verification process and the application of Section 148 of the Internal Revenue Code and the Arbitrage Regulations.

Mr. Bentley is Engagement Manager to Bexar County (TX) since 2008, the City of Corpus Christi (TX) and Clark County (WA) since 2002 and many other county and city bond issuers in the Northwest United States. His accomplishments are his ability to manage the largest of AMTEC's rebate clients and provide complex refunding verifications, at the same time, within very strict time frames. These functions have resulted in an extremely unique understanding and application of Section 148 of the Internal Revenue Code and the Arbitrage Regulations. Mr. Bentley has developed and presented a variety of educational materials to municipal and financial professionals on the topic of post-closing compliance strategies and arbitrage rebate best practices.

In addition to the engagements listed above, Mr. Bentley's clients include the Alaska Municipal Bond Bank, the State of New Mexico, the Kentucky Infrastructure Authority, the Massachusetts Development Finance Agency and the State of Montana Department of Natural Resources and Conservation. He is authorized to provide opinions and issue arbitrage reports on behalf of the firm.

### Unique Qualifications – Mr. Bentley

Mr. Bentley is the one of the few professionals in the United States who manages a portfolio of arbitrage rebate computations, recovery of rebate overpayments and refunding verifications. Mr. Bentley is a graduate of Boston University and a member of the National Association of Bond Lawyers. Mr. Bentley has presented educational information on tax compliance and refunding verifications for the National Association of Municipal Advisors (NAMA). He is also an instructor at the annual South Carolina Financial Concepts and Strategies Institute (SCFCSI) and Southeastern Symposium for Public Finance (SSPF). Mr. Bentley recently joined the Oregon GFOA and exhibited in the Annual Spring Conference.

**Michael J. Scarfo, Senior Vice President and Team Leader**, is a senior officer of the firm and began his career at AMTEC 15 years ago. The expertise required to serve high profile clients was developed following years of compiling arbitrage rebate computations for thousands of tax-exempt bond issues.



Mr. Scarfo is the Engagement Manager to Chicago Public Schools since 2004, Salt Lake County since 2009, the State of Mississippi and the Mississippi Department of Transportation. In addition to his service in Mississippi, Mr. Scarfo is engagement manager to the State of West Virginia since 2007, Arizona Water Infrastructure Finance Authority since 2007 and reappointed in 2013, the State of Maryland Water Quality Financing Administration since 2007, reappointed in 2012, and San Bernardino County (CA) since 2006 and reappointed in 2014. He is also Engagement Manager and/or Team Leader to Corpus Christi (TX), Tulsa (OK), Providence (RI) and Hartford (CT). He also manages the arbitrage rebate computations for the Cities of Phoenix, Tucson and Glendale in Arizona.

He has presented computational documentation to the Internal Revenue Service resulting in receipt of rebate refunds for many of his clients. These accomplishments demonstrate his professionalism, expertise and application of the Regulations as well as the working relationships he has developed with his clients and the IRS. Through the effort of Mr. Scarfo, the County is assured that it will maintain compliance with Section 148 of the Internal Revenue Code and the Arbitrage Regulations.

Mr. Scarfo is expert in the management of arbitrage rebate computations as they relate to parity reserves and the allocation of income, uncommingling of funds and transferred proceeds computations that are required by these complex financings and arbitrage rebate computations. He is authorized to provide opinions and issue arbitrage reports on behalf of the firm.

#### **Unique Qualifications – Mr. Scarfo**

One of his most notable accomplishments includes securing the long-term successful engagement and subsequent renewals in Mississippi, Arizona and California. In his service to these clients, he has been responsible for managing the arbitrage rebate computations for an average of 75 issues annually. His ability to communicate effectively and instill a sense of control and expertise cannot be overstated.

Mr. Scarfo is a graduate of the University of Utah and a member of the National GFOA, the Michigan School Business Officials and the Healthcare Financial Management Association.

**ATTACHMENT B  
COMPENSATION OF THE CONSULTANT**

**B.1 CONSULTANT'S FEE**

- B.1.1 The Commission shall pay the Contractor for the satisfactory performance of the Services in an amount not-to-exceed fee of **\$5,000.00** for all work included and as outlined in Attachment A – Scope of Work. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendment, will constitute the Consultant's full fee for Services.
- B.1.2. Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.



**ATTACHMENT C  
INSURANCE REQUIREMENTS  
ARBITRAGE SERVICES – PS2094**

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

**C.1. INSURANCE TO BE PROVIDED**

**C.1.1. Workers' Compensation and Employers Liability**

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

**C.1.2. Commercial General Liability**

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

**C.1.3. Automobile Liability (Primary and Umbrella)**

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

**C.1.4. Professional Liability/ Errors & Omissions**

When any Consultant performs work in connection with the Agreement, Professional Liability Insurance/ Errors & Omissions will be maintained with limits of not less than \$1,000,000 covering acts, errors, or omissions. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

**C.1.5 Property**

1 The Consultant is responsible for all loss or damage to Commission and the City of Chicago property at full replacement or repair cost. The Consultant is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Consultant.

2

**C.1.6 Valuable Papers**

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

**C.2. ADDITIONAL REQUIREMENTS**

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an

expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified coverage. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Public Building Commission of Chicago and the City of Chicago, their respective Board members, employees, elected and appointed officials, and representatives.

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

Any insurance or self-insurance programs maintained the Public Building Commission of Chicago and the City of Chicago do not contribute with insurance provided by the Consultant under the Agreement.

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

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

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

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

The Commission maintains the rights to modify, delete, alter or change these requirements.



**ATTACHMENT D  
MBE/WBE REPORT**

Is your organization currently certified as a Minority-Owned Business Enterprise ("MBE") or Women-Owned Business Enterprise ("WBE") with any of the following agencies or organizations?

\_\_\_\_\_ Yes        X   No

If "Yes" check and ATTACH copy of current Letter of Certification:

Certifying Agency:

Category:

City of Chicago \_\_\_\_\_

WBE \_\_\_\_\_

County of Cook \_\_\_\_\_

MBE \_\_\_\_\_

If yes, please submit a one current copy of your firm's letter of certification from no more than one of the applicable agencies listed above.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

## EXHIBIT A LEGAL ACTIONS

PROPOSER: AMTEC

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

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



## EXHIBIT B DISCLOSURE AFFIDAVIT

### I. HISTORY AND OWNERSHIP OF PROPOSING FIRM

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

The undersigned MICHAEL SCARFO, as SENIOR VICE PRESIDENT  
Name Title

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

NAME OF FIRM:	<u>AMERICAN MUNICIPAL TAX-EXEMPT COMPLIANCE CORP.</u>		
ADDRESS:	<u>90 AVON MEADOW LANE</u>		
CITY/STATE/ZIP:	<u>AVON, CT 06001</u>		
TELEPHONE:	<u>860-321-7521</u>	FACSIMILE:	<u>860-321-7581</u>
FEIN:	<u>06-1308917</u>	SSN:	
EMAIL:	<u>INFO@AMTECCORP.COM</u>		
NATURE OF TRANSACTION:			
<div style="padding-left: 20px;"><input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input checked="" type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____</div>			

### II. DISCLOSURE OF OWNERSHIP INTERESTS

<b>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".</b>	
<div style="padding-left: 20px;"><input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture</div>	<div style="padding-left: 20px;"><input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____</div>

A. CORPORATIONS AND LLC'S

<b>STATE OF INCORPORATION OR ORGANIZATION:</b>		CONNECTICUT	
<b>AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF ILLINOIS:</b>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>CITY/STATE/ZIP:</b>	AVON, CT 06001		
<b>TELEPHONE:</b>	860-321-7521		
<b>IDENTIFY THE NAMES OF ALL OFFICERS AND DIRECTORS OF THE BUSINESS ENTITY</b> (Please attach list if necessary.)			
<b>NAME</b>		<b>TITLE</b>	
RAYMOND BENTLEY		PRESIDENT	
MICHAEL SCARFO		SECRETARY	
<b>IDENTIFY ALL SHAREHOLDERS WHOSE OWNERSHIP PERCENTAGE EXCEEDS 7.5% OF THE BUSINESS ENTITY</b> (Please attach list if necessary.)			
<b>NAME</b>	<b>ADDRESS</b>	<b>OWNERSHIP INTEREST PERCENTAGE</b>	
RAYMOND BENTLEY	69 BAINBRIDGE RD WARTFORD CT	55 %	
MICHAEL SCARFO	24 FENWICK DR FARMINGTON CT	45 %	
		%	
<b>LLC'S ONLY, INDICATE MANAGEMENT TYPE AND NAME:</b>			
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	<b>NAME:</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span>	
<b>IS THE CORPORATION OR LLC OWNED PARTIALLY OR COMPLETELY BY ONE OR MORE OTHER CORPORATIONS OR LEGAL ENTITIES?</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</p>			



## B. PARTNERSHIPS

IF THE BIDDER/PROPOSER OR CONTRACTOR IS A PARTNERSHIP, INDICATE THE NAME OF EACH PARTNER AND THE PERCENTAGE OF INTEREST OF EACH THEREIN. ALSO INDICATE, IF APPLICABLE, WHETHER GENERAL PARTNER (GP) OR LIMITED PARTNER (LP).		
NAME	TYPE	OWNERSHIP INTEREST PERCENTAGE
		%
		%
		%
		%
		%

## C. SOLE PROPRIETORSHIP

THE BIDDER/PROPOSER OR CONTRACTOR IS A SOLE PROPRIETORSHIP AND IS NOT ACTING IN ANY REPRESENTATIVE CAPACITY ON BEHALF OF ANY BENEFICIARY:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF THE SOLE PROPRIETORSHIP IS HELD BY AN AGENT(S) OR A NOMINEE(S), INDICATE THE PRINCIPAL(S) FOR WHOM THE AGENT OR NOMINEE HOLDS SUCH INTEREST.	
NAME OF PRINCIPAL(S)	
IF THE INTEREST OF A SPOUSE OR ANY OTHER PARTY IS CONSTRUCTIVELY CONTROLLED BY ANOTHER PERSON OR LEGAL ENTITY, STATE THE NAME AND ADDRESS OF SUCH PERSON OR ENTITY POSSESSING SUCH CONTROL AND THE RELATIONSHIP UNDER WHICH SUCH CONTROL IS BEING OR MAY EXERCISED	
NAME	ADDRESS

### III. CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> 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-rotating<sup>4</sup> 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 of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

## **C. STATE TAX DELINQUENCIES**

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

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

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

#### **D. OTHER TAXES/FEES**

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

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

#### **E. PUNISHMENT**

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

#### **F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS**

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

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



## **G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE**

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction<sup>5</sup>, (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.

## **H. INCORPORATION INTO CONTRACT AND COMPLIANCE**

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

## **I. VERIFICATION**

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.

Raymond H. Bentley

Signature of Authorized Officer

Raymond H. Bentley

Name of Authorized Officer (Print or Type)

President

Title

860-321-7521

Telephone Number

State of

CONNECTICUT

County of

HARTFORD

Signed and sworn to before me on this 25<sup>TH</sup> day of APRIL, 2017 by

Raymond H. Bentley (Name) as President (Title) of

AMTEC

(Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal

Michael J. Scarfo

Michael J. Scarfo  
Notary Public-Connecticut  
My Commission Expires  
January 31, 2018



## EXHIBIT C DISCLOSURE OF RETAINED PARTIES

### A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. As used herein, "Proposer" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").
2. Commission bids, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Proposer has retained or expects to retain with respect to the contract or lease. In particular, the Proposer 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 Proposer is not required to disclose employees who are paid solely through the Proposer's regular payroll.
3. "Lobbyists" means any person (a) who 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.

### B. CERTIFICATION

Proposer hereby certifies as follows:

#### THIS DISCLOSURE RELATES TO THE FOLLOWING TRANSACTION:

- ☐ Sale or purchase of land  
☐ Construction Contract  
☒ Professional Services Agreement  
☐ Other \_\_\_\_\_

#### DESCRIPTION OF GOODS OR SERVICES TO BE PROVIDED UNDER CONTRACT:

ARBITRAGE REBATE CALCULATIONS

#### NAME OF PROPOSER

AMERICAN MUNICIPAL TAX-EXEMPT COMPLIANCE CORP. DBA AMTEC

EACH AND EVERY LOBBYIST RETAINED OR ANTICIPATED TO BE RETAINED BY THE PROPOSER WITH RESPECT TO OR IN CONNECTION WITH THE CONTRACT IS LISTED BELOW.

ATTACH ADDITIONAL PAGES IF NECESSARY

NAME	BUSINESS ADDRESS	RELATIONSHIP (ATTORNEY, LOBBYIST, ETC.)	FEES (INDICATE WHETHER PAID OR ESTIMATED)

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED:



The Proposer understands and agrees as follows:

1. 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 Proposer's participation in the contract or other transactions with the Commission.
2. If the Proposer is uncertain whether a disclosure is required, the Proposer must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
3. 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 Proposer 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 Proposer and that the information disclosed herein is true and complete.

Raymond H. Bentley  
Signature

4/25/17

Date

Raymond H. Bentley  
Name (Type or Print)

President

Title

Subscribed and sworn to before me

this 25th day of APRIL 2017

Michael J. Scarfo  
Notary Public

Michael J. Scarfo  
Notary Public-Connecticut  
My Commission Expires  
January 31, 2018