

Modification Summary Report

Contract (PO) Number: 18143

Modification Revision Number: 1

Specification Number: 42504A

Name of Contractor: ERNST & YOUNG LLP

City Department: DEPARTMENT OF FINANCE

Title of Contract: FINANCIAL SERVICES: TAX SUPPORT

<u>Mod Req Number</u>	<u>Mod Reason</u>	<u>Description</u>
82048	TIME EXTENSION	ERNST & YOUNG LLP: PO # 18143 FOR FINANCIAL SERVICES/ AMENDMENT FOR 3 YEAR TIME EXTENSION: JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

Term of Contract: Start Date: 1/1/2008

End Date: 12/31/2016

Procurement Services Contact Person: ALTHA RILEY

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 1023898

Submission Date: 7/9/2015

AMENDMENT NO. 1

This amendment ("**Amendment**") is made and entered into effective as of the 29TH day of, DECEMBER 2013⁴ by and between the CITY OF CHICAGO ("**City**"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Finance ("**Department**"), at Chicago, Illinois, and **Ernst & Young LLP** ("**Consultant**").

Whereas, the City and Consultant have heretofore entered into an agreement for "Financial Services " Tax Support Services for the Department of Finance dated the 1st day January 2008 (hereinafter referred to as the "Agreement") whereby the Consultant provides certain services described in the Agreement ("Services") therein set forth for the City;

The parties agree as follows:

TERMS AND CONDITIONS

THE PARTIES agree as follows:

1. **Article 4, Duration of Agreement, Section 4.01, Term of Performance**, is amended to extend the Agreement through December 31, 2016.
2. **Article 5, Compensation, Section 5.03, Method of Payment** is amended by adding the following:

"Consultant may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Consultant, and Consultant agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at: http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf.

The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Consultant."

3. **Article 5, Compensation, Section 5.06, Subcontractor Payments**, is deleted in its entirety and replaced with the following:

"5.06 Subcontractor Payments

"The Consultant will be responsible for reporting payments to all Subcontractors on a

"5.06 Subcontractor Payments

"The Consultant will be responsible for reporting payments to all Subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the Consultant for services performed, on the first day of each month and every month thereafter, e-mail and/or fax audit notifications will be sent out to the Consultant with instructions to report payments that have been made in the prior month to each Subcontractor. The reporting of payments to all Subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Consultant has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an e-mail and/or fax notification requesting them to log onto the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Consultant and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at <https://chicago.mwdb.com>."

(Note: This site works for reporting all Subcontractor payments regardless of whether they are MBE/WBE/DBE or non- certified entities.)

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Consultant must pay Subcontractor for such work, services, or materials within (14) calendar days of Consultant receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default."

4. Article 5, Compensation, is amended by adding a new Section 5.07 as follows:

"5.07, Invoices

Unless stated otherwise in the Detailed Specifications, this Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

Invoices for any City department other than the Department of Aviation:

Invoices
City of Chicago, Office of the City Comptroller
33 N. LaSalle St., Room 700
Chicago, IL 60602

Invoices for the Department of Aviation:

Chicago Department of Aviation
10510 W. Zemke Blvd.
P.O. Box 66142
Chicago, IL 60666
Attn: Finance Department

OR

Invoices for any department, including Aviation, may be submitted via email to: invoices@cityofchicago.org with the word "INVOICE" in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Compensation Schedule.

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases."

5. Article 5, Compensation, is amended by adding a new Section, 5.08 Taxes, as follows:

"5.08 Taxes

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-07. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall comply with all Federal laws and regulations."

6. Article 6, Compliance with All Laws, Section 6.06, Chicago "Living Wage" Ordinance, subsection (c) is deleted in its entirety and replaced with the following:

"(c) As of July 1, 2006, the Base Wage was \$10.00 per hour. As of July 1, 2007, the Base Wage was \$10.33 per hour. As of July 1, 2008, the Base Wage was \$10.60 per hour. As of July 1, 2009, the Base Wage was \$11.03 per hour. As of July 1, 2010, the Base Wage was \$11.03 per hour. As of July 1, 2011, the Base Wage was \$11.18 per hour. As of July 1, 2012, the Base Wage was \$11.53 per hour. As of July 1, 2013, the Base Wage is \$11.78 per hour and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Consultant and all other Performing Parties must pay the prevailing wage rates."

7. Article 6, Compliance with All Laws, Section 6.08, Prohibition on Certain Contributions, is deleted in its entirety and replaced with the following:

"No Consultant or any person or entity who directly or indirectly has an ownership or beneficial interest in Consultant of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Consultant's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Consultant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Consultant, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Consultant represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Consultant or the date the Consultant approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Consultant shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any

covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Consultant violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Consultant's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Consultant and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended"

8. **Article 6, Compliance with All Laws**, is amended, by adding a new Section 6.12 Ineligibility to do Business with the City of Chicago as follows:

"6.12" Ineligibility to do Business with the City of Chicago

Failure by the Consultant or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-30 of the Municipal Code of Chicago shall be grounds for termination of this Agreement."

9. **Article 11, Section 11.11, Independent Contractor**, is amended, by adding a new subsection (c) Shakman Accord as follows:

"(c) Shakman Accord

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and

the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Consultant is aware that City policy prohibits City employees from directing any individual to apply for a position with Consultant, either as an employee or as a subcontractor, and from directing Consultant to hire an individual as an employee or as a subcontractor. Accordingly, Consultant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Consultant under this Agreement are employees or subcontractors of Consultant, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-

employee relationship of any kind between the City and any personnel provided by Consultant.

(iii) Consultant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Consultant by a City employee or City official in violation of Section 11.11(c)(ii) above, or advocating a violation of Section 11.11(c)(iii) above, Consultant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. Consultant will also cooperate with inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the contract."

10. Exhibit 1, Scope of Services and Compensation Schedule, is amended by adding a new **Exhibit 1A, 2014- 2016 Compensation Schedule**, attached to this Amendment as Attachment 1.

11. Acknowledgement. Consultant has provided an On-Line Economic Disclosure Statement and Affidavit (EDS) per Certificate of Filing, provided an Insurance Certificate of which are attached to this Amendment as Exhibit 1 and Exhibit 2 respectively and incorporated here by reference.

All other terms of the original Agreement, as amended, remain in full force and effect except as modified in this Amendment Number 1.

Signature Page Follows

AMENDMENT/MODIFICATION SIGNATURE PAGE

Contract No. 18143

Specification No. 42504A

Mod Requisition No. 82048

Consultant Name: Ernst & Young LLP

Total Amount (Value): \$2,000,000.00

Fund Chargeable: 008-0100-0994432-0142-220142 and Various

ERNST & YOUNG LLP.

(Consultant)

By: James Porter

Its: J. E. Porter

Attest: Executive Director

State of ILLINOIS

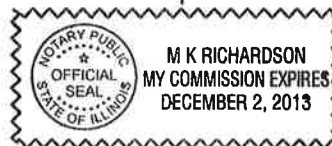
County of COOK

This instrument was acknowledged before me on this 30th day of SEPTEMBER, 2013 by
JAMES PORTER as President (or other, authorized officer) and
Executive Director as Secretary of ERNST & YOUNG LLP (Corporation

Name).

(Seal)

M. K. Richardson
Notary Public Signature M. K. RICHARDSON
Commission Expires: DECEMBER 2, 2013



CITY OF CHICAGO

Mayor

Comptroller

Chief Procurement Officer

DEC 29 2014

Date

Date

Date

DEC 29 2014

The Chief Procurement Officer has determined, on behalf of the City of Chicago, with regard to this Contract Amendment, that the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Agreement was signed, or that the change is germane to the original Agreement as signed, or that the change order is in the best interest of the City of Chicago and is authorized by law.



Ernst & Young LLP Tel: +1 312 879 2000
155 North Wacker Drive Fax: +1 312 879 4000
Chicago, IL 60606-1787 ey.com

Mr. Rony Mammoo
Procurement Specialist
City of Chicago, Department of Procurement Services
121 N LaSalle Street, Rm. 806
Chicago, IL 60602

November 7, 2014

RE: PO # 18143 Financial Services: Tax Support

Dear Mr. Mammoo,

I am the current Ernst & Young Coordinating Account Partner for the City of Chicago. Please note that Jim Porter is the Tax Account Leader for the City of Chicago. As such, Jim Porter is authorized to sign and execute contracts and amendments on behalf of Ernst & Young, including PO # 18143 Financial Services: Tax Support.

If you should have any questions, please contact Joe Stachnik or myself.

Sincerely

Lisa Hartkopf
Partner

COMPENSATION SCHEDULE

For the designated Service Category below, the Consultant shall provide all Services described in the Scope of Services for the fully loaded hourly rates set forth below.

Service Category: **Tax Support**

Fully-loaded hourly rates include salary, overhead, payroll burden and profit. All direct costs and reimbursable expenses including travel and subcontractor fees are subject to the approval of the City Comptroller and Corporation Counsel.

Job Classification	1/1/14 – 12/31/14 Fully Loaded Hourly Rate Range	1/1/15 – 12/31/15 Fully Loaded Hourly Rate Range	1/1/16 – 12/31/16 Fully Loaded Hourly Rate Range
	Std. Per Hour	Std. Per Hour	Std. Per Hour
Partner	\$390.00 - \$605.00	\$390.00 - \$605.00	\$390.00 - \$605.00
Senior Manager/Director	\$340.00 - \$555.00	\$340.00 - \$555.00	\$340.00 - \$555.00
Manager	\$260.00 - \$480.00	\$260.00 - \$480.00	\$260.00 - \$480.00
Supervisor	\$240.00 - \$455.00	\$240.00 - \$455.00	\$240.00 - \$455.00
Professional Staff	\$190.00 - \$380.00	\$190.00 - \$380.00	\$190.00 - \$380.00
Administrative/Clerical Support Other	N/A	N/A	N/A
Other	N/A	N/A	N/A

Exhibit 1

**ON-LINE ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT (EDS) CERTIFICATE OF FILING**



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 48885

Certificate Printed on: 11/03/2014

Date of This Filing: 10/24/2013 02:29 PM

Original Filing Date: 10/24/2013 02:29 PM

Disclosing Party: Ersnt & Young LLP

Filed by: Mr. Joe Stachnik

Title: Sr. Mgr

Matter: FINANCIAL SERVICES: TAX
SUPPORT

Applicant: Ersnt & Young LLP

Specification #: 42504A

Contract #: 18143

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

Exhibit 2

Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/04/2014

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
Aon Risk Services Central, Inc.
Philadelphia PA Office
One Liberty Place
1650 Market Street
Suite 1000
Philadelphia PA 19103 USA

CONTACT NAME:

PHONE
(A/C. No. Ext): (215) 255-2000FAX
(A/C. No.): (215) 255-1893E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
Ernst & Young LLP
Attn.: Kathleen Sabia-Cahill
200 Plaza Drive
Secaucus NJ 07094-3699 USA

INSURER A:	Pacific Indemnity Co	20346
INSURER B:	Chubb Insurance Company of New Jersey	41386
INSURER C:	American Guarantee & Liability Ins Co	26247
INSURER D:	American Casualty Co. of Reading PA	20427
INSURER E:	Transportation Insurance Co.	20494
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570055777567

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Prod-Comp Op Incl in Gen'l Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35243636 General Liability	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Contractual Liability			73184332 Automobile - Business	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			AUC3753547-13 Umbrella Policy	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC508005712 Workers' Compensation (A) WC508005710 Workers' Compensation (CA)	08/01/2014 08/01/2014	08/01/2015 08/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

Evidence of Insurance

City of Chicago as additional insured on a primary non-contributory basis in regards to Commercial General Liability and Automobile Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Chicago
Department of Procurement
Attn: Rony Mammoo
121 N LaSalle, RM 806
Chicago IL 60602 USA

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

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570055777567



Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Ernst & Young LLP
POLICY NUMBER See Certificate Number: 570055777567		
CARRIER See Certificate Number: 570055777567	NAIC CODE	EFFECTIVE DATE:

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.

[illegible]



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/07/2014

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 Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (215) 255-2000 FAX (A/C. No.): (215) 255-1893 E-MAIL ADDRESS:														
INSURED Ernst & Young U.S. LLP 200 Plaza Drive Secaucus NJ 07094-3699 USA	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Allianz Underwriters Insurance Company</td><td>36420</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Allianz Underwriters Insurance Company	36420	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Allianz Underwriters Insurance Company	36420														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 570055812243** **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	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
	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 type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O-PL-Primary			ART2005007 Professional Indemnity	04/15/2014	06/01/2015	Limit (1) \$10,000,000

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

Evidence of Insurance

City of Chicago as additional insured on a primary non-contributory basis in regards to Commercial General Liability.

CERTIFICATE HOLDER

City of Chicago Department of Procurement Attn: Rony Mammoo 121 N LaSalle, RM 806 Chicago IL 60602 USA	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 <i>Aon Risk Services Central, Inc.</i>
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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
11/07/2014

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

AGENCY Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA		PHONE (A/C, NO, Ext): (215) 255-2000	COMPANY XL Insurance America Inc	
FAX (A/C No): (215) 255-1893	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 10221746				
INSURED Ernst & Young LLP Attn.: Kathleen Sabia-Cahill 200 Plaza Drive Secaucus NJ 07094-3699 USA		LOAN NUMBER	POLICY NUMBER US00009429PR13A	
		EFFECTIVE DATE 12/01/2013	EXPIRATION DATE 12/01/2014	CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED:				

Holder Identifier :
Certificate No : 570055812310

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Evidence of Insurance Valuable papers are included in property insurance (see coverage below).
City of Chicago as additional insured on a primary non-contributory basis in regards to Commercial General Liability.

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGES/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Commercial Property Coverage Blkt Real & Personal	\$ 5,000,000	\$ 100,000

REMARKS (Including Special Conditions)

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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.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Chicago Department of Procurement Attn: Rony Mammoo 121 N LaSalle, RM 806 Chicago IL 60602 USA	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>		

ACORD 27 (2009/12)

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