

**COUNTY-WIDE AGREEMENT  
PROFESSIONAL SERVICES AGREEMENT  
CONTRACT NO: 13-88-060**

**for**

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

**BETWEEN**



**COOK COUNTY GOVERNMENT  
Office of the Chief Procurement Officer**

**AND**

**COLLINS ENGINEERS, INC.  
(Based on City of Chicago Contract No. 14758)**

**Requisition No. 107590**

# PROFESSIONAL SERVICES AGREEMENT

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### **List of Exhibits**

Exhibit 1	County Statement of Work
Exhibit 2	County Schedule of Compensation
Exhibit 3	City Contract (Contract No. 14758)
Exhibit 4	General Conditions
Exhibit 5	Evidence of Insurance

## AGREEMENT

This Agreement is made and entered into as of \_\_\_\_\_, 2013 (“Effective Date”) by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of the Office of the Chief Procurement Officer hereinafter referred to as “County” and COLLINS ENGINEERS, INC. a corporation authorized to do business in the of the State of Illinois hereinafter referred to as “Consultant”.

## BACKGROUND

**Whereas**, the County, pursuant to Section 34-140 (the Reference Contract Ordinance”) of the Cook County Procurement Code, states: “If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;” and

**Whereas**, the City solicited a formal Request for Qualifications process for Professional Construction Engineering Services and the Consultant was identified as the qualified and best value provider for the services; and

**Whereas**, the City of Chicago (“the City”) entered into a contract on July 31,2007 for the provision of services by the Consultant for the City relative to Professional Construction Engineering Services (“the City Contract”); and

**Whereas**, the County through the City-County collaboration initiative, wishes to leverage the procurement efforts of the City; and

**Whereas**, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the “County” and Collins Engineering, Inc. herein after the “Consultant”.

**Whereas**, the County, through the Cook County Department of Transportation and Highways desire certain similar services of the Consultant; and

**Whereas**, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

**Whereas**, the Consultant agrees to provide Construction Engineering and Inspection Services to the Cook County Department of Transportation and Highways, incorporated as Exhibit 1, County Statement of Work; and

**Whereas**, the Consultant warrants that it is ready, willing and able to perform these services set forth in Exhibit 1 County Statement of Work, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City Contract as set forth in Exhibit 2 Schedule of Compensation and incorporated herein by reference; and

**Whereas**, this Contract shall be effective after proper execution of the contract documents by the County through January 31, 2015; and

**Whereas**, Payment shall be as follows:

In no case shall such charges exceed the amount of \$734,346.70. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Consultant to the Using Department when requesting payment. The County shall have the right to examine the books of the Consultant for the purpose of auditing the same with reference to all charges made to the County.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County; and

**Whereas**, the County and the Consultant agree to the Terms and Conditions as stated in the City Contract, hereto incorporated by reference as Exhibit 3, City Contract all as may be applicable to County, *excluding Exhibit 1, 2, 3 and 4* of the City Contract, which are not applicable and are replaced with the County Exhibits that are attached to this document; and

**Whereas**, the County General Conditions are incorporated and attached by reference as Exhibit 4, and this Contract incorporates and is subject to the provisions attached hereto as Exhibit 4 General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 3 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Consultant and the County agree and the information set forth is incorporated by reference herein.

## **INCORPORATION OF BACKGROUND INFORMATION**

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

### **Incorporation of Exhibits**

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

- Exhibit 1 County Statement of Work
- Exhibit 2 County Schedule of Compensation
- Exhibit 3 City Contract (Contract No. 14758)
- Exhibit 4 General Conditions
- Exhibit 5 Evidence of Insurance

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II.  **Direct Participation of MBE/WBE Firms**       **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Ardmore Associates, LLC

Address: 33 N. Dearborn, Suite 1720, Chicago, IL 60602

E-mail: cbaker@ardmoreassociates.com

Contact Person: Chris Baker Phone: (312) 795-1400

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: 30 %

\*Letter of Intent attached?      Yes X      No \_\_\_\_\_  
\*Letter of Certification attached?      Yes X      No \_\_\_\_\_

MBE/WBE Firm: Materials Laboratory Testing

Address: 921 W. Van Buren Street, Suite 210, Chicago, IL 60607

E-mail: jkrozel@mstli.com

Contact Person: Jeffrey Krozel Phone: (312) 278-0356

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: 5 %

\*Letter of Intent attached?      Yes X      No \_\_\_\_\_  
\*Letter of Certification attached?      Yes X      No \_\_\_\_\_

Attach additional sheets as needed.

**\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: Ardmore Associates, LLC

Certifying Agency: Cook County Government

Address: 33 N, Dearborn St, Suite 1720

Certification Expiration Date: 8/17/2013

City/State: Chicago, IL Zip: 60602

FEIN #: 55-0816437

Phone: (312)795-1400 Fax: (312)795-1228

Contact Person: Cherryl T Thomas

Email: cthomas@ardmoreassociates.com

Contract #: \_\_\_\_\_

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Construction Engineering Services and Survey  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

30%  
\_\_\_\_\_  
\_\_\_\_\_

*(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

*Cherryl T Thomas*  
Signature (M/WBE)

*[Signature]*  
Signature (Prime Bidder/Proposer)

Cherryl T Thomas / President  
Print Name

STANLEE C. KADZUBEK  
Print Name

Ardmore Associates, LLC  
Firm Name

Collins Engineers, Inc.  
Firm Name

March 14, 2013  
Date

March 14, 2013  
Date

Subscribed and sworn before me

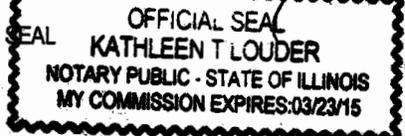
Subscribed and sworn before me

this 14<sup>th</sup> day of March, 2013.

this 14<sup>th</sup> day of March, 2013.

Notary Public *Kathleen T. Louder*

Notary Public *Kathleen T. Louder*



**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: Material Service Testing, Inc.

Certifying Agency: \_\_\_\_\_

Address: 921 West Van Buren Street, Suite 210

Certification Expiration Date: \_\_\_\_\_

City/State: Chicago, IL Zip 60607

FEIN #: 27-1261603

Phone: (312) 846-6246 Fax: (847) 787-0321

Contact Person: Rashod R. Johnson

Email: rjohnson@mstfi.com

Spec #: 53021

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\_\_\_\_\_  
\_\_\_\_\_

*(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Rashod R. Johnson

Stan-LEE C. KUDCKBEK

Print Name

Print Name

Material Service Testing, Inc.

Collins Engineers, Inc.

Firm Name

Firm Name

March 18, 2013

MARCH 18, 2013

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this 18 day of March, 2013.

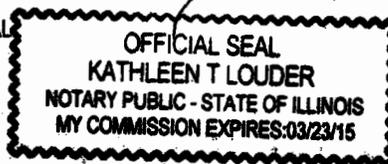
this 18<sup>th</sup> day of March, 2013.

Notary Public Danielle Mitchell

Notary Public Kathleen T. Louder

SEAL

SEAL



**PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

FULL MBE WAIVER                       FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

\_\_\_\_\_ % of Reduction for MBE Participation

\_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)
- (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (5) Engaged MBEs & WBEs for indirect participation. (Please explain)

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

## CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

### B. BID-RIGGING OR BID ROTATING

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

### C. DRUG FREE WORKPLACE ACT

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132**

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

**H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

None

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**2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);**

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes:  X  No: \_\_\_\_\_

b) If yes, list business addresses within Cook County:

\_\_\_\_\_

123 N Wacker Drive, Suite 900

Chicago, IL 60606

\_\_\_\_\_

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes:  X  No: \_\_\_\_\_

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_  
\_\_\_\_\_

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b)  The Undersigned owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

None  
\_\_\_\_\_  
\_\_\_\_\_

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

# COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

### Privilege Information:

County Privilege: \_\_\_\_\_  
County Department: \_\_\_\_\_

### Applicant Information:

Last name: Collins First Name: Thomas MI: J  
SS# (Last Four Digits): 8 4 3 5 Date of Birth: 7/27/1943  
Street Address: 333 S. Madison Avenue  
City: La Grange State: IL Zip: 60525  
Home Phone: (312) 352 - 1054 Drivers License No: C452-8304-3213

### Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

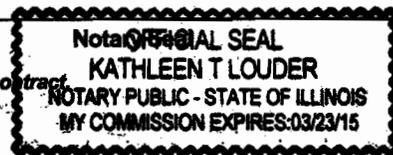
- A. The Applicant has no judicially or administratively ordered child support obligations.  
 B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.  
 C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations  
 D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: *Thomas Collins* Date: 3/20/13

Subscribed and sworn to before me this 20th day of March, 2013

x *Kathleen T. Louder*  
Notary Public Signature



Note: The above information is subject to verification prior to the award of the contract.

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Collins Engineers, Inc. D/B/A: \_\_\_\_\_ EIN NO.: 36-3030616

Street Address: 123 N. Wacker Drive, Suite 900

City: Chicago State: IL Zip Code: 60453

Phone No.: (312) 704-9300

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
<u>Thomas J. Collins &amp; the Thomas J. Collins 2012 Family Trust</u>	<u>123 N Wacker Drive, Suite 900 Chicago, IL 60606</u>	<u>100%</u>

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
<u>N/A</u>		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ **X** ] No  
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Declaration (check the applicable box):**

- [ ] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [**X**] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Daniel G. Cecchi  
Name of Authorized Applicant/Holder Representative (please print or type)

*Daniel G. Cecchi*  
Signature

dcecchi@collinsengr.com  
E-mail address

Executive Vice President  
Title

3/20/13  
Date

(312) 704-9300  
Phone Number

Subscribed to and sworn before me this 20th day of March, 2013.

My commission expires: 03/23/15

x *Kathleen T. Louder*  
Notary Public Signature





## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

*Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

[http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

### **DEFINITIONS:**

*"Calendar year"* means January 1 to December 31 of each year.

*"Doing business"* for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

*"Familial relationship"* means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- |           |                   |                |
|-----------|-------------------|----------------|
| ▪ Parent  | ▪ Grandparent     | ▪ Stepfather   |
| ▪ Child   | ▪ Grandchild      | ▪ Stepmother   |
| ▪ Brother | ▪ Father-in-law   | ▪ Stepson      |
| ▪ Sister  | ▪ Mother-in-law   | ▪ Stepdaughter |
| ▪ Aunt    | ▪ Son-in-law      | ▪ Stepbrother  |
| ▪ Uncle   | ▪ Daughter-in-law | ▪ Stepsister   |
| ▪ Niece   | ▪ Brother-in-law  | ▪ Half-brother |
| ▪ Nephew  | ▪ Sister-in-law   | ▪ Half-sister  |

*"Person"* means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person\* doing business\** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships\** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Daniel Cecchi Title: Executive Vice President

Business Entity Name: Collins Engineer, Inc. Phone: (312) 704-9300

Business Entity Address: 123 N Wacker Drive, Suite 900, Chicago, IL 60606

\_\_\_\_\_ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

X There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

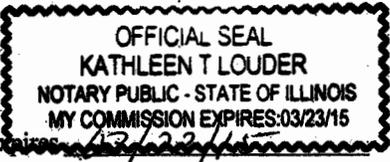
Daniel Cecchi  
Owner/Employee's Signature

3/20/13  
Date

Subscribe and sworn before me this 20th Day of March, 2013

a Notary Public in and for Cook County

Kathleen T. Louder  
(Signature)



NOTARY PUBLIC SEAL

My Commission expires 3/23/15

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

**Cook County Board of Ethics**  
69 West Washington Street,  
Suite 3040  
Chicago, Illinois 60602

**COOK COUNTY SIGNATURE PAGE  
(SECTION 10)**

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

\_\_\_\_\_  
COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

**IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:**

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

\_\_\_\_\_

**OR**

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ \_\_\_\_\_  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)

**SIGNATURE BY A CORPORATION**  
**(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: COWINS ENGINEERS, INC

BUSINESS ADDRESS: 123 N. WABLER DR. SUITE 900  
CHICAGO, IL 60606

BUSINESS TELEPHONE: 312-236-7839 FAX NUMBER: 312-704-9320

CONTACT PERSON: STAN-LEE C. KADAR PRAC

FEIN: 36-3030616 \*IL CORPORATE FILE NUMBER: 574-784-4.

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: THOMAS J. COWINS EXECUTIVE VICE PRESIDENT: DANIEL G. COWINS

SECRETARY: ROXANNE A COWINS TREASURER: ROXANNE H-COWINS

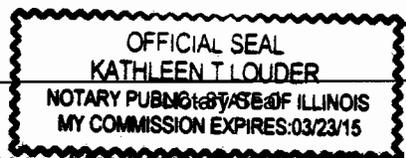
\*\*SIGNATURE OF PRESIDENT: [Signature]

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
15<sup>th</sup> day of April, 2013.

My commission expires: 03/23/2015

X [Signature]  
Notary Public Signature



\* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

\*\* In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

## RESOLUTION

BE IT RESOLVED by the Board of Directors of Collins Engineers, Incorporated, a corporation organized and existing under the laws of the State of Illinois, and domiciled in the City of Chicago, that Thomas J. Collins, President of Collins Engineers, Incorporated and Daniel G. Cecchi, Executive Vice President of Collins Engineers, Incorporated are hereby authorized to execute contracts on behalf of Collins Engineers, Incorporated.

I, Roxanne H. Collins, Secretary of Collins Engineers, Incorporated do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of said corporation at a meeting of February 9, 2009; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

In testimony whereof, I have hereunto set my hand and seal of said corporation this 15<sup>th</sup> day of April, 2013.



Secretary

## EXHIBIT 1

### County Statement of Work

The Cook County Department of Transportation and Highways (CCDOH) seeks Construction Engineering Services providing full time individuals who will work under the direction of CCDOH Bureau of Construction in the roles of CE Resident Engineer(s) and/or Inspector(s) responsible for construction supervision, coordination, inspection and documentation (in accordance with CCDOH standards), functioning as an extension of and supplement to the Bureau of Construction. **Coordination with adjacent property owners, businesses, community stakeholders and utility companies as well as coordination with the various Municipal, County, State and Federal departments** shall be integral to these responsibilities.

Services shall include and are not limited to the following:

#### **Pre-Construction Phase**

- Review Plans and Specifications and any Addenda
- Review Site Conditions
- Document Existing Conditions
- Perform Original Cross-Sectioning
- Set Up Master File System
- Set Up Various Computer Logs
- Review Joint Agreements and Letters of Understanding
- Attend Various Meetings and Prepare Minutes
- Review IDOT Construction Manual including the most current Construction Inspector's Checklists, Construction Memorandums, Materials Project Procedure Guide, etc.

#### **Construction Phase**

- Perform duties in accordance with IDOT Construction Manual including the most current Construction Inspector's Checklists, Construction Memorandums, Materials Project Procedure Guide, etc. and in accordance with CCDOH standards
- Review Approved Progress Schedule
- Verify Subcontractors Approvals
- Verify QC Plan and Project Specific QC Addenda Approval
- Perform General Safety Reviews of Site
- Inspect Pedestrian/Vehicular Traffic Control
- Verify Contractor's Layout
- Inspect General Construction
- Monitor Project Schedule Status
- Reproduce Drawings or Other Media as Required
- Make Entries in Daily Log and Diary
- Draft Project Memoranda
- Prepare Various Weekly/Monthly Project Reports

- Coordinate Utility Work
- Conduct "Pre-Phase" Meetings
- Perform Public Relations Duties
- Resolve Design/Coordination Issues
- Incorporate All Revisions Into Project Documentation / Plans As-Built
- Measure, Calculate and Quantify Items/Prepare Progressive Documentation

### **Construction Phase (continued)**

- Maintain Master Project Files / Update and Issue Logs
- Process Submittals including Shop Drawings / Update and Issue Log
- Process Correspondence / Update and Issue Log
- Prepare Field Orders / Update and Issue Log
- Issue Request for Information (RFI) / Update and Issue Log
- Prepare Meeting Agendas
- Attend Various Meetings / Prepare Meeting Minutes
- Chair Construction Review Meetings / Prepare and Issue Meeting Minutes
- Negotiate Contract Extra Work – Time, Equipment, Material, Cost / AUP
- Prepare Change Orders / Update and Issue Proposal/Modification Log
- Prepare and Process Pay Estimates
- Inspect and Monitor Materials
- Monitor/Update Material Certifications
- Monitor Material Testing Firms
- Review Material Test Reports for Concrete, Asphalt and Aggregates/ Update and Issue Material Test Reports Log
- Prepare Preliminary / Final Punch Lists / Final Inspection and Acceptance Reports
- Perform Check and Fill Out QC Sheet for All ADA Ramps

### **Post Construction Phase**

The consultant is to indicate a separate "deliverable" cost for close out activities as required for the "Post Construction Phase". Payment to the consultant for these services will not be made until all documentation has been submitted complete and to the County.

- Oversee All Punch List Work
- Complete Final Inspection and Acceptance Reports
- Complete and Submit Contractor Evaluations
- Transmit All Warranties/Guaranties, All O&M Manuals
- Complete, Review, and Compile Final Quantities and other Final Documentation
- Deliver Completed As-Built Plans, Daily Log, Diary, Field Books and all other Project Documentation necessary for Project Final Close-Out

## **PROJECTS**

The Cook County Department of Transportation and Highways (CCDOTH) seeks the above described Construction Engineering Services for the following projects:

**Reconstruction** - Consultant must be IDOT prequalified in Construction Inspection.

▪ **Lake Cook Road – Pfingsten Road to Waukegan Road (0.94 miles) - Deerfield**

The project scope of work includes:

- reconstruction and widening of the existing four lane concrete pavement to six lanes, along with the patching and diamond grinding of a portion of the roadway, on Lake Cook Road
- widening with concrete base, milling the existing road, resurfacing the entire width of pavement with hot mix asphalt on Waukegan Road
- water main installation
- enclosed drainage system
- curb and gutter, medians
- sidewalk, retaining walls, landscaping
- street lighting, traffic signals
- pavement marking
- traffic protection
- other necessary highway appurtenances

The project will be administered by the CCDOTH Bureau of Construction and will require MBE/WBE participation. The project is expected to commence in Spring 2013 and will last approximately one year.

**Pavement Preservation** - Consultant must be IDOT prequalified in Construction Inspection.

▪ **Schaumburg Road – Barrington Road to Roselle Road (3.13 miles) - Hoffman Estates, Schaumburg**

The project scope of work includes:

- full depth concrete patching of the existing four lane concrete pavement
- diamond grinding of the pavement,
- median and curb & gutter repairs/removal and replacement,
- adjustments or reconstruction of existing drainage structures,
- joint repairs, crack routing and sealing,
- removal and replacement of raised reflective pavement markers,
- removal and replacement of traffic signal detector loops,
- pavement marking,
- landscaping,
- traffic protection,
- other necessary highway appurtenances

The project will be administered by the CCDOTH Bureau of Construction and will require MBE/WBE participation. The project is expected to commence in Spring 2013 and will last approximately one year.

### 3. EXECUTIVE SUMMARY

#### PROJECT A

Lake Cook Road, Pfingsten to Waukegan Road

#### A. Project Approach and Methodology

Cook County Department of Transportation and Highways (CCDOH) desires the services of a consultant to assist its staff in providing Phase III Construction Inspection services for the reconstruction and widening of Lake Cook Road between Pfingsten Road and Waukegan Road in Deerfield. The work is essentially divided into 3 separate phases and includes:

##### I. Pre-Construction Phase Activities (By Collins)

- Review plans, specifications, and any addenda
- Review site conditions
- Document existing conditions
- Perform original cross-sectioning
- Set up master file system
- Set up various computer logs
- Review Joint Agreements and Letters of Understanding
- Attend various meetings and prepare minutes
- Review IDOT manual for construction including the most current construction inspector's checklists, construction memorandums, materials project procedure guide, etc.

The actual construction activities to be performed by the contractor consist of:

- Reconstruction and widening of the existing four lanes to six lanes on Lake Cook Road
- Diamond grinding and patching of a portion of the roadway
- Milling and resurfacing of a portion of Waukegan Road
- Water main installation
- A new enclosed drainage system
- New curb and gutter along the length of the project
- New medians, sidewalk, retaining walls where required, and landscaping improvements
- Street lighting
- Traffic signals
- Pavement marking
- Traffic protection

The project is expected to begin in April 2013 and conclude within one year. A preliminary substantial completion date of November 2013 seems achievable with associated landscape improvement taking place at a later date. This section of Lake Cook Road is heavily traveled and also includes numerous businesses along the road which need ready access. Nearly 38,000 vehicles a day use this section of Lake Cook Road to shop, travel, or commute to the Metra Lake Cook Road station. This section of Lake Cook Road is between I-294 on the west and I-90/94

# Task Order Request for Proposal No. 13-88-060 Construction Engineering and Inspection Services

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on the east. Many motorists use this road to access both highways. A portion of Lake Cook Road just west of Pflingsten Road has already been widened to six lanes.

It will be particularly important prior to starting construction and during construction to regularly communicate with all businesses to ensure their concerns regarding access are heard and understood. Equally important will be the need to coordinate construction activities with the Village of Deerfield and other public agencies (including fire, life safety agencies) in order for them to understand what impacts will occur during construction, as well as potential detour routes. Collins' Assistant Resident Engineer, Mr. Tim Walsh, E.I.T., will assist County staff in working with all agencies and business owners to ensure they are up to speed with all construction impacts. Overseeing the day to day activities of Collins' staff will be Ms. Pat Donahue, P.E. who is well versed in IDOT construction procedures as she formerly served as IDOT District Two's Construction Engineer.

In addition to regular meetings, a project newsletter and flyers posted at various businesses, such as Home Depot, the Metra Station, or Jewel, would be valuable. Another way to get the message out regarding construction impacts would be to utilize both the Village of Deerfield and Cook County websites as a means of providing timely and accurate construction and detour information to all interested parties. Collins' Public Outreach and Funding sub-consultant, Chambers, Conlon and Hartwell, LLC, will assist the County Staff with shaping project outreach to meet the needs of the Project.

## II. Construction Phase Activities (By Collins)

Under the supervision of County Staff, Collins will provide on-site resident engineering and inspection services, materials testing, and surveying services to verify contractor layout once the project moves into construction. It is also understood that documentation and record keeping will be required (i.e., daily inspection reports, materials testing documentation, meeting minutes, contractor pay requests). A Project Plan will be submitted to CCDOTH for review and approval prior to the start of any work.

A project filing system will be established to capture all relevant project documentation. Collins' Assistant Resident Engineer, Tim Walsh, E.I.T., will be responsible for maintaining all project files and implementing a staffing plan for all project activity. Work tasks will include:

- Review Contract Documents and Contractor's Maintenance-of-Traffic Plan for the project
- On-site monitoring of daily construction activities to determine compliance with contract documents
- Review and monitoring of contractor schedule
- Conduct weekly construction progress meetings and document that discussion in the form of meeting minutes
- Working with the contractor on behalf of CCDOTH, prepare and respond to RFIs, NCRs, and ROCCs
- Review shop drawings, contractor submittals, and construction staging plans

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- Prepare independent engineer's estimate of contract modifications and change orders
- Review Contractor pay estimates
- Provide surveying services to verify contractor layout
- Provide materials testing services and document and maintain records of said inspections
- Develop project punch lists and provide project close-out documents
- Coordinate with CCDOTH and any outside agency, business owner, or stakeholder involved in the project as required
- Perform any additional duties as assigned by CCDOTH

### III. Post Construction Phase Activities (By Collins)

It is understood that Post Construction Phase task will be treated as a separate deliverable and will be priced separately as well. That work effort consists of the following tasks:

- Oversee the completion of all punch list work by the contractor
- Complete final inspection and acceptance reports
- Complete and submit contractor evaluations
- Transmit all warranties/guarantees and Operations and Maintenance (O&M) manuals to CCDOTH upon completion of the project
- Complete, review, and compile final quantities and all other final documentation
- Deliver completed as-built plans, daily log, project diary, field books, and all other project documentation necessary for final project close-out

It is understood that payment for all Project Close-Out activities listed above will not be made until all documentation has been turned over to CCDOTH and satisfactorily accepted.

### **B. Quality Control Process**

Collins' Resident Engineering Team will be responsible for overall project quality. Their job will be to ensure that all materials submitted for use on the project meet specifications. To accomplish this, the contractor's submittal list will be compared to the specifications to ensure that all submittals are included. This list will be regularly monitored and updated with the contractor to ensure that submittals are made in a timely manner to meet project deadlines. The specifications will also be reviewed to verify the required testing frequency for materials so that the appropriate testing can be performed in a timely manner.

Two sub-consultants will also serve in key roles assisting Collins on this project. Ardmore & Associates, Inc., a certified MBE, will support Collins throughout this assignment by providing construction inspection, surveying services, and materials coordination. Their role relative to QA/QC will be to coordinate all on-site and laboratory testing needed for concrete and soils. They will work closely with Collins' staff and the selected contractor to ensure all materials used on the project meet or exceed specifications. Supporting Ardmore will be Materials Service Testing, Inc. (MST) to handle the actual on-site testing and laboratory testing. MST is also a certified MBE firm and is prequalified with IDOT to perform these services. The combined involvement of both of these firms will be 35% of the contract value.

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Collins also has an in-house QA/QC manual and formal process that will be tailored for use on this project. Their own QA/QC efforts will be overseen by Mr. Stan Kaderbek, S.E., P.E. and Project Principal Mr. Omar Nashif, P.E.

### **C. Acceptance Testing Criteria and Methodology**

All materials used on this project shall be tested in accordance with the IDOT Manual for Materials Inspection, ASTM standards, and AASHTO requirements. All of these reference manuals are regularly updated (IDOT's Materials Manual is currently dated March 15, 2013) and govern what materials are to be used for virtually anything on the project. This includes mundane items such as joint filler, to concrete pipe, asphalt, and reinforcing steel. These reference documents also mandate on-site testing procedures and laboratory testing procedures for all materials such as concrete, asphalt, soils used for trench backfill, or sub-base material to name just a few.

In the event that material intended for use on the project doesn't meet the specified criteria before it is installed, Collins will notify the County staff that the contractor is not in compliance with the contract specifications and that materials must be replaced with approved material. In the event previously placed material does not meet its required performance benchmarks after it has been placed (i.e., concrete is below strength or soils has not met minimum compaction standards), the contractor will be notified and directed to remove and rework the material until it passes at their own expense. All test results and recommended actions will be coordinated closely with County Staff to ensure that there are clear lines of communication concerning the expectations for quality in all work.

Detailed documentation on materials will be maintained throughout the life of the project and will be turned over to CCDOTH after project close-out activities are completed.

### **PROJECT B**

Schaumburg Road - Barrington Road to Roselle Road

### **A. Project Approach and Methodology**

Cook County Department of Transportation and Highways (CCDOH) desires the services of a consultant to assist its staff in providing Phase III Construction Inspection services for improvements to Schaumburg Road between Barrington Road and Roselle Road in Hoffman Estates. As noted in the RFP, the project includes:

- Full depth concrete patching of the existing four lane concrete pavement
- Diamond grinding of the pavement
- Median and curb and gutter repairs/removal and replacement
- Adjustments or reconstruction of existing drainage structures
- Joint repairs, crack routing and sealing
- Removal and replacement of raised reflective pavement markers

**Task Order Request for Proposal No. 13-88-060**  
**Construction Engineering and Inspection Services**

March 20, 2013

- Removal and replacement of traffic signal detector loops
- Pavement marking
- Landscaping
- Traffic Protection
- Other necessary highway appurtenances

In a visit to the project site, it was noted that the longitudinal pavements joints in this section of Schaumburg Road are in very poor condition. A CCDOTH maintenance crew was on site patching joints and potholes. Many sections of pavement are in very poor condition and are in need of complete replacement. It is assumed that if the scope of the project includes diamond grinding that a full asphalt overlay in this area will be required even if it is not specifically mentioned in the RFP.

This section of Schaumburg Road has many small businesses and strip malls within the project limits. An average of approximately 24,000 vehicles use this section of Schaumburg each day. It appears to be the main route of access and egress for many of the subdivisions along the corridor. Clearly, a detailed maintenance-of-traffic plan must be developed for this project that involves rolling lane closures in order for the work to be accomplished efficiently. Access for many businesses will need to be maintained. However, it would appear that weekend closures would be required in order to replace curb and gutter and driveways aprons along the project limits.

Collins' approach to the work will be as follows. Collins will provide on-site resident engineering and inspection services, materials testing, and surveying services to verify contractor layout once the project moves into construction. It is also understood documentation will be required (i.e., daily inspection reports, materials testing documentation, meeting minutes, contractor pay requests). A Project Plan will be submitted to CCDOTH for review and approval prior to the start of any work.

A project filing system will be established to capture all relevant project documentation. Collins' Assistant Resident Engineer, Tim Walsh, E.I.T., will be responsible for maintaining all project files and implementing a staffing plan for all project activity. Work tasks will include:

- Review Contract Documents and Contractor's Maintenance-of-Traffic Plan for the project
- On-site monitoring of daily construction activities to determine compliance with contract documents
- Review and monitoring of contractor schedule
- Conduct weekly construction progress meetings and document that discussion in the form of meeting minutes
- Working with the contractor on behalf of CCDOTH, prepare and respond to RFIs, NCRs, and ROCCs
- Review shop drawings, contractor submittals, and construction staging plans
- Prepare independent engineer's estimate of contract modifications and change orders

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- Review Contractor pay estimates
- Provide surveying services to verify contractor layout
- Provide materials testing services and document and maintain records of said inspections
- Develop project punch lists and provide project close-out documents
- Coordinate with CCDOTH and any outside agency, business owner or stakeholder involved in the project as required
- Perform any additional duties as assigned by CCDOTH

### **B. Quality Control Process**

Collins' Resident Engineering Team will be responsible for overall project quality. Their job will be to ensure that all materials submitted for use on the project meet specifications. To accomplish this, the contractor's submittal list will be compared to the specifications to ensure that all submittals are included. This list will be regularly monitored and updated with the contractor to ensure that submittals are made in a timely manner to meet project deadlines. The specifications will also be reviewed to verify the required testing frequency for materials so that the appropriate testing can be performed in a timely manner.

Two sub-consultants will also serve in key roles assisting Collins on this project. Ardmore & Associates, Inc., a certified MBE, will support Collins throughout this assignment by providing construction inspection, surveying services, and materials coordination. Their role relative to QA/QC will be to coordinate all on-site and laboratory testing needed for concrete and soils. They will work closely with Collins' staff and the selected contractor to ensure all materials used on the project meet or exceed specifications. Supporting Ardmore will be Materials Service Testing, Inc. (MST) to handle the actual on-site testing and laboratory testing as need to assist the County's testing staff assigned to the Project. MST is also a certified MBE firm and is prequalified with IDOT to perform these services. The combined involvement of both of these firms will be 35% of the contract value.

Collins also has an in-house QA/QC manual and formal process that will be tailored for use on this project. Their own QA/QC efforts will be overseen by Stan Kaderbek, S.E., P.E. and Project Principal, Omar Nashif, P.E.

### **C. Acceptance Testing Criteria and Methodology**

All materials used on this project shall be tested in accordance with the IDOT Manual for Materials Inspection, ASTM standards, and AASHTO requirements. All of these reference manuals are regularly updated (IDOT's Manual is currently dated March 15, 2013) and govern what materials are to be used for virtually anything on the project. This includes mundane items such as joint filler, to concrete pipe, asphalt, and reinforcing steel. These reference documents also mandate on-site testing procedures for all materials such as concrete, asphalt, soils used for trench backfill, or sub-base material.

**Task Order Request for Proposal No. 13-88-060**  
**Construction Engineering and Inspection Services**

March 20, 2013

In the event that material intended for use on the project doesn't meet the specified criteria before it is installed, Collins will notify the contractor that it is not in compliance with the contract specifications and must be replaced with approved material. In the event that previously placed material does not meet its required performance benchmarks after it has been placed (i.e., concrete is below strength or soils has not met minimum compaction standards), the contractor will be notified and directed to remove and rework the material until it passes at the contractor's own expense. All test results and recommended actions will be coordinated closely with County Staff to ensure that there are clear lines of communication concerning the expectations for quality in all work.

Detailed documentation on materials will be maintained throughout the life of the project and will be turned over to CCDOH after project close-out activities are completed.

#### **4. PROJECT MANAGEMENT**

It is Collins' understanding that construction work may already be underway when notice-to-proceed (NTP) is received. The following approach will be modified to address the actual timing of Collins' start with respect to the start of the construction.

Immediately upon execution of a signed contract, Collins' key staff will meet with representatives of CCDOTH and the successful contractor to develop a detailed understanding of all scope of work items, the project schedule, and budget. Inherent in this discussion will be the adoption of a milestone schedule that includes key dates for completion of all project activities, as well as setting a regular meeting schedule to discuss project progress and payment terms and conditions. If this schedule has not yet been approved, Collins will provide County Staff with its review of the schedule and any recommended modifications to ensure that the Project milestones are met. This "Partnering" session is meant to ensure all involved parties are working toward a common goal of delivering the project on time and with the least amount of impact to the traveling public.

During this meeting, the frequency which Collins' team members, CCDOTH representative, and contractor's management will need to meet with local business owners and project stakeholders to apprise them of project progress and anticipated temporary closures will be discussed. Collins' approach to public and community liaison will be proactive meaning they will take responsibility for ensuring that all questions prior to, during, and after construction are satisfactorily addressed. If not already established, a schedule for weekly progress meetings and format will be provided to ensure clear and regular communication between the contractor, County, and Collins' staff.

Other related items such as the process to be used for timely processing of contractor pay estimates, change orders, and addressing changes in scope or schedule will be addressed at this meeting as well. Specific to Change Orders, Collins' staff will communicate frequently with CCDOTH personnel to make them fully aware of a potential change in scope and budget. The single biggest reason for a change in scope and cost typically relates to unforeseen conditions during construction.

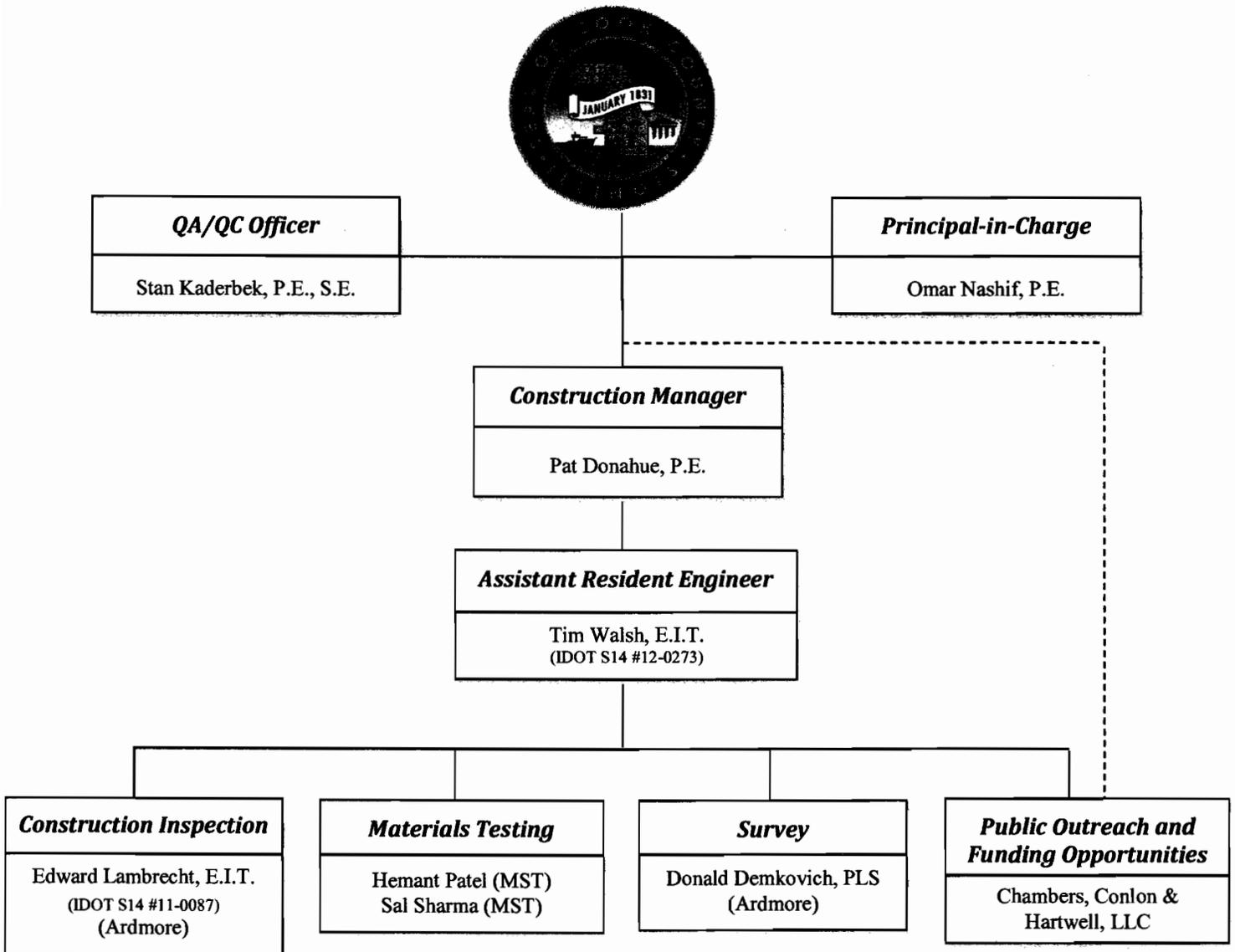
Throughout the life of this project, Collins' team members will inspect the project limits at the end of the work day to make certain that all MOT devices are in place, and the project is "buttoned up" according to the approved MOT Plan submitted by the contractor and in accordance with contract plans and specifications. Collins' staff will also be available 24/7 by telephone in the event of unforeseen problems.

**Resumes**

Resumes of all key staff are provided in the Appendix at the end of the proposal.

**Project Organization Chart**

An organization chart depicting the roles and reporting relationships on this project is presented below.



## **7. COMPLIANCE PLAN**

Collins is committed to maximizing the opportunity for Minority, Women, and Disadvantaged Business Enterprises to participate in its project work. Collins looks for MBE/WBE/DBE teaming partners that complement their services and foster working relationships that benefit both companies. For purposes of MBE/WBE compliance for this Task Order, Collins will utilize the services of the following MBEs:

- Ardmore Associates, LLC – 30%
- Materials Services Testing, Inc. (MST) – 5%

Ardmore Associates will be providing construction inspection and survey services. MST will provide materials testing services.

A Utilization Plan for each firm is included in the Appendix of this proposal.

## EXHIBIT 2

### County Schedule of Compensation

#### COMPENSATION AND METHOD OF PAYMENT COSTS PLUS FIXED FEE

##### A. Compensation Component

Consultant will be compensated for its Services based on actual costs plus a fixed fee. Allowability and allocability of costs will be determined in accordance with the terms and conditions of this Agreement. Compensation will consist of: 1] the cost of labor; 2] the overhead and burden, including but not limited to payroll related taxes, insurance and fringe benefits; 3] certain direct costs; 4] Subcontractors; and 5] a fixed fee, as described below:

1. **Labor Costs:** Labor costs will consist of the actual costs of all allowable and allocable salaries and wages (exclusive of overtime premiums and payroll related taxes, insurance and fringe benefits) paid to Consultant's and Subcontractors' employees for the time spent in the performance of Services under this Agreement (collectively, "Labor Costs"). Maximum Hourly Labor Rates for Consultant and Subcontractors by position classification are set forth in **Attachment A** to this Exhibit. Position classifications and maximum wage rates may be changed only by amendment, as described in Article 11 (c) of the Agreement effective the date the amendment is fully executed and approved. Labor Costs associated with Consultant and Subcontractor principals for administrative tasks are not reimbursable. Principals may bill for Labor Costs for non-administrative tasks directly applicable to the Services only by request and prior approval of County.
2. **Overhead and Burden:** Overhead and burden will consist of actual indirect costs of the home and branch offices of Consultant and Subcontractors which are allowable and allocable to the Services (collectively, "Overhead"). The Overhead rates set forth in subsection (b) below will be applied to Labor Costs for purposes of invoicing.

##### a. Audits

The County reserves the right to audit Consultant's and/or Subcontractors' Overhead rate(s) and/or any of the components of the compensation. The Consultant must have an annual audit performed by a Certified Public Accountant in accordance with the Federal Acquisition Regulations, 48 CFR 1, Part 31 (FAR).

**b. Overhead rates**

Subject to the limitation set forth in 2(c) below, the Overhead rate applicable to Consultant employees who perform Services in relation to this Agreement is: 150 %

The Overhead rate applicable to Consultant employees who perform Services in relation to this Agreement is the Consultant's audited rate approved by IDOT or another cognizant authority. The Consultant must provide evidence of approval of the rate by IDOT or another cognizant authority on a yearly basis. The Consultant's Overhead rate may be revised for future years within the contract period in accordance with changes approved by IDOT or another cognizant authority. Such changes are subject to approval by the County and CPO and may be changed only by amendment, as described in Article 11(c) of the Agreement effective the date the amendment is fully executed and approved.

Overhead rates applicable to Subcontractors' employees must be documented in the same manner as for the Consultant.

Notwithstanding the foregoing the County and the Consultant may negotiate lower Overhead rates. Any changes in Overhead rates resulting from negotiations must be approved by the CPO.

**c. Limitation on Overhead**

i. Subject to Section (c)(ii) below, in the event the Consultant and/or Subcontractor does not have an approved rate, the compensation due to Consultant for overhead will not exceed 150 % for office work. The Consultant and Subcontractors have one year in which to get an Overhead rate approved by IDOT or another cognizant authority.

ii. Consultant's and Subcontractor's Overhead rate may not exceed the lowest of: (a) the current rate determined by IDOT; (b) the rate determined at a later date by IDOT; or (c) the rate determined at a later date by an audit acceptable to the County. The County has the right to recapture the difference between the amount it has actually paid to Consultant and the amount it should have paid under the preceding sentence.

**3. Direct Costs:** Direct costs will consist of those costs described below which:

- i] are incurred in the performance of Services under this Agreement;
- ii] are allowable and allocable to the project;
- iii] are not included in Overhead; and
- iv] are routinely and uniformly charged to specific projects under Consultant's accounting system (collectively, "Direct Costs").

Any expenditure in excess of \$5,000 which qualifies as a Direct Cost will require prior approval of the County. Consultant may not break down an expenditure which would otherwise be greater than \$5,000 in order to avoid this approval requirement. All Direct Costs must not exceed IDOT's current allowable rates, as published in the IDOT Professional Transportation Bulletin. Direct Costs will include the following:

- a. **Drawings, Printing and Reproduction Costs.** The costs of all printing, binding and reproduction related only to the production of the milestone submittals to the County.
- b. **Long Distance Telephone/Telegraph and Shipping Costs.** Long distance telephone calls, postage, messenger and overnight delivery costs. Cell phone and radio communication services are allowed for Construction Engineering field services only.
- c. **Travel and Related Expenses.** Out of town travel is not anticipated under this Agreement. However, should out of town travel become necessary in the performance of the Services, Consultant must obtain prior written approval from the County for expenses related to travel into or out of the County. All such expenses must conform with the County's travel reimbursement guidelines. Expenses incurred for travel will be subject Limitations as set forth in the County's guidelines.

The County will pay current auto mileage to Consultant and/or Subcontractors for travel associated within project site visits as required by the County. The auto mileage rate within current County policy is \$0.56 per mile and may be amended from time to time by the County Bureau of Administration.

- d. **Equipment, Tools and Vehicles.** Cost of any equipment, tools, furniture, computer equipment, or vehicles hired/leased or purchased for Consultant's performance of the Services, provided that any such item purchased will become the property of the County and further provided that Consultant must obtain prior written approval of the County for the purchase, hire or lease of such equipment, tools, furniture, computer equipment or vehicles to the extent any one such item will cost in excess of \$200.
- e. **Permits and Fees.** Costs to Consultant for permits and fees, if any, required to carry out the Services, except for normal business and professional fees (which Consultant may include in its Overhead cost pool).
- f. **Premium on overtime.** To the extent that Consultant pays its employees a premium in excess of its hourly rates for overtime spent on the project, the cost of the premium will be treated as a Direct Cost which will not be included in Labor Cost and which will not be subject to application of any Overhead rate. Any such overtime must be in accordance with Consultant's policies which are subject to prior approval by the

County.

**g. Miscellaneous.** Any other costs or expenses incurred by Consultant as reasonable and necessary for the proper performance of the Services and allowable and directly allocable to the project. Any expenditure in excess of \$1,000 will require prior approval of the County.

**4. Subcontractors.** The County will reimburse Consultant for the costs of Subcontractors as those costs are incurred under or in connection with Subcontracts awarded by Consultant in accordance with the terms and conditions of this Agreement, subject to the County's prior written approval.

The costs of Subcontractors which are reimbursable to Consultant will include the Subcontractors' Labor Costs, Overhead, fixed fee and Direct Costs and are subject to those terms and limitations established for Labor Costs, Overhead and Direct Costs as outlined in this Exhibit 2. In no event is Consultant entitled to any mark-up of Subcontractor costs.

**5. Fixed Fee.** The County will pay Consultant a fixed fee ("Fixed Fee") amount as an allowance for profit to be earned in Consultant's performance of Services under this Agreement. **The Fixed Fee for Project A is \$14,344.85. The Fixed Fee for Project B is \$14,344.85.** Consultant may receive progress payments on the Fixed Fee only in such amount proportionate to the Services satisfactorily performed as of the date of the invoice. Consultant will not be entitled to receive a portion of the Fixed Fee that exceeds the percent of progress achieved by Consultant as of the date of the invoice in relation to the Services. In any event, progress payments in the aggregate on the Fixed Fee will not exceed the amount set forth above. For purposes of payment of this Fixed Fee, satisfactory completion of the Services means Consultant has provided Deliverables acceptable to the County and achieved contractual milestones timely. It will not be construed solely in terms of expenditure of Consultant's time.

**6. Maximum Compensation.** The maximum compensation under this Agreement may not exceed **\$734,346.70**. Notwithstanding anything to the contrary contained in this Agreement, Consultant agrees to complete the Services for an amount not to exceed the maximum compensation amount. Any costs that Consultant incurs above the cap will be borne solely by the Consultant.

Fund Number: 5300.562140.4211

## **B. Method of Payment**

**1. Invoices.** The Consultant must submit original invoices on a monthly basis to the Department of Transportation and Highways to apply against the contract. Invoices must be submitted in accordance within the mutually agreed upon time period.

Consultant must support each invoice with reasonable detail including Subcontractor costs. Consultant must maintain complete documentation of all costs incurred for review and audit by the County or its designated representative(s). Consultant must also include in its invoice a portion of the Fixed Fee as stipulated above. Consultant must submit each invoice in the format directed by the County and provide with it a progress report in a format acceptable to the County. **The progress report with each invoice shall include a statement of all payments to date to subcontractors including M/WBE subcontractors and the percentage of all costs to date represented by those payments.** The progress report should identify any variances from budget or schedule and explain the reasons for the variances.

2. **Payment.** All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.
  
3. **Invoice Disputes.** If certain items contained in Consultant's invoices are disputed by the County, the amount not in question must be paid in full. The amount in question must be resolved in accordance with the Disputes provision of this Agreement.

**Attachment A**  
**Maximum Hourly Rates and Cost Proposal**

# COLLINS ENGINEERS INC.

## MAXIMUM HOURLY LABOR RATES

<u>Position Classification</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
PRINCIPAL ENGR. (E8)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
PRINCIPAL ENGR. (E7)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
SENIOR ENGR. (E6)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
SENIOR ENGR. (E5)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
ENGINEER (E4)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
ENGINEER (E3)	\$60.57	\$62.38	\$64.25	\$66.18	\$68.17	\$70.00
JUNIOR ENGR. (E2)	\$49.21	\$50.69	\$52.21	\$53.77	\$55.39	\$57.05
JUNIOR ENGR. (E1)	\$42.90	\$44.19	\$45.51	\$46.88	\$48.29	\$49.73
SENIOR ENGR TECH (T3)	\$49.21	\$50.69	\$52.21	\$53.77	\$55.39	\$57.05
SENIOR CAD TECH (D3)	\$51.73	\$53.29	\$54.88	\$56.53	\$58.23	\$59.97
CAD TECH (D2)	\$42.90	\$44.19	\$45.51	\$46.88	\$48.29	\$49.73
CAD TECH (D1)	\$30.28	\$31.19	\$32.13	\$33.09	\$34.08	\$35.11
TECHNICIAN (T2)	\$45.42	\$46.79	\$48.19	\$49.64	\$51.13	\$52.66
TECHNICIAN (T1)	\$27.76	\$28.59	\$29.45	\$30.33	\$31.24	\$32.18
PROJECT ADMINISTRATOR (PA)	\$47.32	\$48.74	\$50.20	\$51.70	\$53.26	\$54.85
CLERICAL (C2)	\$35.33	\$36.39	\$37.48	\$38.61	\$39.76	\$40.96
CLERICAL (C1)	\$32.81	\$33.79	\$34.80	\$35.85	\$36.92	\$38.03

### PAYROLL ESCALATION TABLE FIXED RAISES

<b>FIRM NAME</b>	<u>Collins Engineers, Inc</u>	<b>DATE</b>	<u>04/15/13</u>
<b>PRIME/SUPPLEMENT</b>	<u>Prime</u>	<b>PTB NO.</b>	<u>CC 13-88-060A</u>
<b>CONTRACT TERM</b>	<u>7</u> MONTHS	<b>OVERHEAD RATE</b>	<u>150.00%</u>
<b>START DATE</b>	<u>6/1/2013</u>	<b>COMPLEXITY FACTOR</b>	<u>3.00%</u>
<b>RAISE DATE</b>	<u>12/31/2013</u>		

#### ESCALATION PER YEAR

6/1/2013 - 12/31/2013			
7			
7			

= 100.00%  
= 1.0000

**The total escalation for this project would be:**

0.00%





# AVERAGE HOURLY PROJECT RATES

**FIRM** Collins Engineers, Inc  
**PSB** CC 13-88-060A  
**PRIME/SUPPLEMENT** Prime

DATE 04/15/13

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Assistant Resident Eng			Documentation Eng			Material Testing			Project Management					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal Engineer 8	70.00	0																	
Principal Engineer 7	70.00	0																	
Senior Engineer 6	69.31	140	9.09%	5.08															
Senior Engineer 5	55.86	0																	
Engineer 4	46.71	0																	
Engineer 3	39.73	1400	90.91%	30.46	1400	100.00%	33.51												
Junior Engineer 2	33.51	0																	
Junior Engineer 1	26.43	0																	
Senior CAD Technician	30.95	0																	
CAD Technician	24.00	0																	
Junior CAD Technician	19.29	0																	
Project Administrator	29.52	0																	
Clerical C2	26.06	0																	
Clerical C1	17.33	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
<b>TOTALS</b>		1540	100%	\$35.54	1400	100.00%	\$33.51	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	140	100%	\$55.86

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME  
PRIME/SUPPLEMENT

Ardmore Associates

DATE 04/15/13  
PTB NO. CC 13-88-060A

CONTRACT TERM  
START DATE  
RAISE DATE

7 MONTHS  
6/1/2013  
1/1/2014

OVERHEAD RATE 81.80%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

6/1/2013 - 12/31/2013  
7  
7

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

= 100.00%  
= 1.0000

**The total escalation for this project would be: 0.00%**







**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME  
PRIME/SUPPLEMENT

Material Service Testing, Inc.  
Prime

DATE 04/15/13  
PTB NO. CC 13-88-060A

CONTRACT TERM  
START DATE  
RAISE DATE

7 MONTHS  
6/1/2013

OVERHEAD RATE 165.61%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

6/1/2013 - 12/31/2013

7

= 100.00%  
= 1.0000

**The total escalation for this project would be: 0.00%**













**AVERAGE HOURLY PROJECT RATES**

**FIRM** Collins Engineers, Inc  
**PSB** CC 13-88-060B  
**PRIME/SUPPLEMENT** Prime

DATE 04/15/13

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Assistant Resident Eng			Documentation Eng			Material Testing			Project Management					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal Engineer 8	70.00	0																	
Principal Engineer 7	70.00	0																	
Senior Engineer 6	69.31	140	10.45%	5.84															
Senior Engineer 5	55.86	0																	
Engineer 4	46.71	0																	
Engineer 3	39.73	1200	89.55%	30.01	1200	100.00%	33.51												
Junior Engineer 2	33.51	0																	
Junior Engineer 1	26.43	0																	
Senior CAD Technician	30.95	0																	
CAD Technician	24.00	0																	
Junior CAD Technician	19.29	0																	
Project Administrator	29.52	0																	
Clerical C2	26.06	0																	
Clerical C1	17.33	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
<b>TOTALS</b>		1340	100%	\$35.85	1200	100.00%	\$33.51	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	140	100%	\$55.86









**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME  
PRIME/SUPPLEMENT

Material Service Testing, Inc.  
Prime

DATE 04/15/13  
PTB NO. CC 13-88-060B

CONTRACT TERM  
START DATE  
RAISE DATE

7 MONTHS  
6/1/2013

OVERHEAD RATE 165.61%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

6/1/2013 - 12/31/2013

7

= 100.00%  
= 1.0000

The total escalation for this project would be:

0.00%





**AVERAGE HOURLY PROJECT RATES**

**FIRM** Material Service Testing, Inc.  
**PSB** CC 13-88-060B  
**PRIME/SUPPLEMENT** Prime

DATE 04/15/13

SHEET 1 OF 5

PAYROLL CLASSIFICATION	TOTAL PROJECT RATES			Project Management			Materials Testing			Hours	Wgtd Avg	% Part.											
	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg														
Project Manager	8	4.76%	1.71	8	100.00%	35.98																	
Materials Technician	80	47.62%	17.33				80	50.00%	18.20														
Materials Technician	80	47.62%	16.11				80	50.00%	16.92														
	0																						
	0																						
	0																						
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	0																						
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	0																						
<b>TOTALS</b>	168	100%	\$35.16	8	100.00%	\$35.98	160	100%	\$35.12	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

October 8, 2012

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Stan-lee Kaderbek  
COLLINS ENGINEERS, INC.  
123 N. Wacker Drive, Suite 900  
Chicago, IL 60606

Dear Stan-lee Kaderbek,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2011. Your firm's total annual transportation fee capacity will be \$28,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 175.93% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2012. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,  
John Baranzelli  
Acting Bureau Chief  
Bureau of Design & Environment

## SEFC PREQUALIFICATIONS FOR COLLINS ENGINEERS, INC.

CATEGORY	STATUS
Structures - Moveable	X
Special Services - Construction Inspection	X
Highways - Freeways	X
Structures - Highway: Typical	X
Hydraulic Reports - Waterways: Typical	X
Location Design Studies - Rehabilitation	X
Special Studies - Location Drainage	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Studies - Feasibility	X
Highways - Roads and Streets	X
Structures - Highway: Simple	X
Structures - Railroad	X
Hydraulic Reports - Waterways: Complex	X
Structures - Highway: Advanced Typical	X
Special Studies - Traffic Studies	X
Structures - Highway: Complex	X

X	PREQUALIFIED
A	YOU INDICATED "IN-HOUSE" CAPABILITY IN THESE AREA OF THE "SEFC" BUT WE FOUND NO DETAILED INFORMATION AS REQUESTED ON WHICH TO BASE OUR EVALUATION.
P	PENDING FUTHER REVIEW
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST
L	LOSS OF PREQUALIFICATION



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 20, 2012

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Ms. Cheryl T. Thomas  
Ardmore Associates, Llc  
33 N. Dearborn Street  
Suite 1720  
Chicago, IL 60602-

Dear Ms. Thomas:

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending December 31, 2011. Based on your reported transportation related staff and experience, you have been prequalified in the transportation specialization categories indicated on the attached summary. Your firm's total annual transportation fee capacity will be \$8,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 81.8% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to report to this office any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. This report must be submitted within 15 calendar days of the change.

Your firm is prequalified until December 31, 2012. You will be given an additional six months from this date to submit the entire "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Baranzelli'.

John Baranzelli  
Acting Bureau Chief  
Bureau of Design & Environment

# SEFC PREQUALIFICATION

FIRM: ARDMORE ASSOCIATES, LLC

SOI CODE: ARDMOR

DATE: 06/25/12

## PLANS, SPECIFICATIONS & ESTIMATES

- |                                    |   |   |
|------------------------------------|---|---|
| 1. FREEWAYS:                       |   | 11. MOVABLE BRIDGE:                       |
| 2. ROADS AND STREETS:              | X | 12. STEEL GIRDER BRIDGE:                  |
| 3. AER. PLANNING & SPECIAL SERVICE |   | 13. TIED ARCH BRIDGE:                     |
| 4. AER. DESIGN:                    |   | 14. SEGMENTAL CONCRETE BOX GIRDER BRIDGE: |
| 5. AER. CONSTRUCTION INSPECTION:   | X | 15. CONT/CANT TRUSS BRIDGE:               |
| 6. HIGHWAY STRUCTURE:SIMPLE:       |   | 16. CABLE STAYED GIRDER BRIDGE:           |
| 7. HIGHWAY STRUCTURE:TYPICAL:      |   | 17. TRAFFIC SIGNALS:                      |
| 8. HIGHWAY STRUCTURE:ADV TYPICAL:  |   | 18. LIGHTING:TYPICAL:                     |
| 9. HIGHWAY STRUCTURE:COMPLEX:      |   | 18a.LIGHTING:COMPLEX                      |
| 10. RAILROAD BRIDGE:               |   | 19. PUMPING STATION:                      |

## STUDIES

- |  |                          |
|--|--------------------------|
| 20. LOCATION DRAINAGE:                   | 23. SAFETY STUDIES:      |
| 21. TRAFFIC STUDIES:                     | 24. FEASIBILITY STUDIES: |
| 22. SIGNAL COORDINATION & TIMING (SCAT): |                          |

## HYDRAULIC REPORTS

- |                        |                   |
|------------------------|-------------------|
| 25. WATERWAYS TYPICAL: | 27. PUMP STATION: |
| 26. WATERWAYS COMPLEX  |                   |

## LOCATION AND DESIGN STUDIES

- |                         |                             |
|-------------------------|-----------------------------|
| 28. REHABILITATION:     | 30. NEW CONST./MAJ RECONST: |
| 29. RECONST./MAJ REHAB: |                             |

## ENVIRONMENTAL STUDIES & REPORTS

- |           |             |
|-----------|-------------|
| 31. E.A.: | 32. E.I.S.: |
|-----------|-------------|

## SPECIAL DESIGN STUDIES

- |                   |                          |
|-------------------|--------------------------|
| 33. MASS TRANSIT: | 34. RAILWAY ENGINEERING: |
|-------------------|--------------------------|

## SPECIAL SERVICES

- |  |   |                                     |   |
|--|---|-------------------------------------|---|
| 35. SURVEYING:                             | X | 44. ARCHITECTURE:                   |   |
| 36. AERIAL MAPPING:                        |   | 45. LANDSCAPE ARCHITECTURE:         |   |
| 37. GENERAL GEOTECHNICAL SERVICES:         |   | 46. HAZARDOUS WASTE:                |   |
| 38. COMPLEX GEOTECHNICAL/MAJOR FOUNDATION: |   | 47. ASBESTOS ABATEMENT SURVEY:      |   |
| 39. SUBSURFACE EXPLORATIONS:               |   | 48. CONSTRUCTION INSPECTION:        | X |
| 40. STRUCTURE GEOTECHNICAL REPORTS:        |   | 49. QA COMPLETE:                    |   |
| 41. ELECTRICAL ENGINEERING:                |   | 50. QA HMA & AGGREGATE:             |   |
| 42. MECHANICAL ENGINEERING:                |   | 51. QA PCC & AGGREGATE:             |   |
| 43. SANITARY ENGINEERING:                  |   | 52. BITUMINOUS MIX DESIGNS          |   |
|  |   | 53. SUBSURFACE UTILITY ENGINEERING: |   |

X PREQUALIFIED

A YOU INDICATED "IN-HOUSE" CAPABILITY IN THESE AREA OF THE "SEFC" BUT WE FOUND NO DETAILED INFORMATION AS REQUESTED ON WHICH TO BASE OUR EVALUATION.

P PENDING FUTHER REVIEW

S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

L LOSS OF PREQUALIFICATION



OCT 30 2012 DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

Cherryl T. Thomas  
Ardmore Associates, LLC  
33 North Dearborn Street, Suite 1720  
Chicago, IL 60602

**Annual Certificate Expires: October 15, 2013**

Dear Ms. Thomas:

We are pleased to inform you that Ardmore Associates, LLC has been re-certified as a Minority and Woman Business Enterprise (MBE/WBE) by the City of Chicago. This MBE/WBE certification is valid until October 15, 2017; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by October 15, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by August 15, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a Minority and Woman Business Enterprise (MBE/WBE) if you fail to:

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

OCT 30 2012

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

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

**NAICS Code - 236220 - Construction management, commercial and institutional building**

**NAICS Code - 541310 - Architectural (except landscape) services**

**NAICS Code - 541330 - Engineering services**

**NAICS Code - 541370 - Surveying and mapping services (except geophysical)**

**NAICS Code - 541512 - Computer Systems Design Consulting Services**

Your firm's participation on City contracts will be credited only toward Minority or Woman owned Business Enterprise (MBE/WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

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

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/vlw

# Cook County Government

## Office of Contract Compliance

certifies that the criteria for certification as a

**Minority & Women Business Enterprise**

has been met by

**Ardmore Associates, LLC**

Construction: Project Management, Program Management, Land Surveyor & Civil Engineering Services

Issued Date: August 17, 2012

No-Change Due: August 17, 2013

NIGP Code(s): 91831,92517 & 92586

Ethnicity Code: 6

County: Cook



LaVerne Hall

Contract Compliance Director



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

November 27, 2012

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Rashod Johnson  
MATERIAL SERVICE TESTING, INC.  
921 W. Van Buren Street, Suite 210  
Chicago, IL 60607

Dear Rashod Johnson,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2011. Your firm's total annual transportation fee capacity will be \$4,000,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 165.61% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2012. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,  
John Baranzelli  
Acting Bureau Chief  
Bureau of Design & Environment

**SEFC PREQUALIFICATIONS FOR MATERIAL SERVICE TESTING, INC.**

<b>CATEGORY</b>	<b>STATUS</b>
Special Services - Quality Assurance PCC & Aggregate	X
Geotechnical Services - General Geotechnical Services	X
Special Services - Quality Assurance HMA & Aggregate	X
Special Services - Construction Inspection	A

X	PREQUALIFIED
A	YOU INDICATED "IN-HOUSE" CAPABILITY IN THESE AREA OF THE "SEFC" BUT WE FOUND NO DETAILED INFORMATION AS REQUESTED ON WHICH TO BASE OUR EVALUATION.
P	PENDING FUTHER REVIEW
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST
L	LOSS OF PREQUALIFICATION



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

November 5, 2012

Rashod Johnson  
Material Service Testing, Inc. P.C.  
921 W. Van Buren Street, Suite 115  
Chicago, Illinois 60607

**ANNUAL CERTIFICATE EXPIRES: NOVEMBER 1, 2013**

Dear Rashod Johnson:

We are pleased to inform you that Material Service Testing, Inc. has been certified as a Minority Business Enterprise (MBE) by the City of Chicago. This Minority Business Enterprise certification is valid until November 1, 2017; however your firm's continued certification is contingent upon the annual submission of a No-Change Affidavit.

You must therefore file a No-Change Affidavit within **60 days prior** to November 1, 2013. Similar No-Change affidavits must also be submitted for each year thereafter. Failure to file this Affidavit will result in the termination of your certification. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

- File your No Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period; or

- **Notify the City of any changes affecting your firm's certification within 10 days of such change.**

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

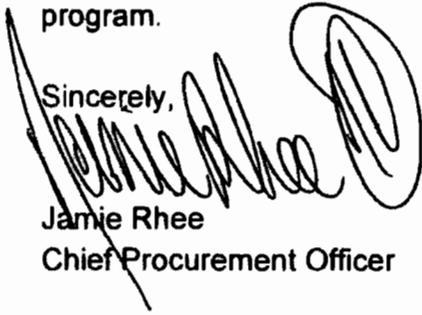
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**NAICS 541330: Engineering Services**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

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

Sincerely,



Jamie Rhee  
Chief Procurement Officer

**STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION**

This certification is required by the Drug Free Workplace Act (111. Rev. Stat., Ch. 127, par. 152.31 1). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof; directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (A) Publishing a statement:
- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establish a drug free awareness program to inform employees about:
- (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (C) Providing a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) of Paragraph (3) of subsection (A) above from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (F) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

COLLINS ENGINEERS, INC  
Printed Name of Organization

  
Signature of Authorized Representative

BRIAN-LEE C. KASPERZAK, SR VICE PRES.  
Printed Name and Title

4/15/2013  
Date

**STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION**

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For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof; directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

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  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
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- (C) Providing a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
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THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Ardmore Associates, LLC

Printed Name of Organization

  
Signature of Authorized Representative

Cherryl T. Thomas, President

Printed Name and Title

April 15, 2013  
Date

**STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION**

This certification is required by the Drug Free Workplace Act (111. Rev. Stat., Ch. 127, par. 152.31 1). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (A) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
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  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
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  - (1) the dangers of drug abuse in the workplace;
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THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Material Service Testing, Inc.

Printed Name of Organization

  
Signature of Authorized Representative

Rashod R. Johnson, P.E.

Printed Name and Title

April 15, 2013

Date

EXHIBIT 3

**City Contract (Contract No. 14758)**

## Contract Summary Sheet

**Contract (PO) Number:** 14758

**Specification Number:** 53021

**Name of Contractor:** COLLINS ENGINEERS INC

**City Department:** TRANSPORTATION

**Title of Contract:** Professional Construction Engineering Services Category 8

**Term of Contract: Start Date:** 5/1/2007

**End Date:** 4/30/2012

**Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):**

**\$5,000,000.00**

**Brief Description of Work:** Professional Construction Engineering Services Category 8

**Procurement Services Contract Area:** ARCH/ENGINEERING

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

**Vendor Number:** 186970

**Submission Date:**

**AUG 02 2007**

Specification No. 53021  
Contract No. 14758  
Requisition No. 30951  
Vendor No. 186970

**PROFESSIONAL SERVICES AGREEMENT  
STANDARD TERMS AND CONDITIONS**

**FOR**

**PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES  
TASK ORDER ROADWAY CONSTRUCTION ENGINEERING SERVICES**

**BETWEEN**

**COLLINS ENGINEERS, INC.**

**AND**

**THE CITY OF CHICAGO  
DEPARTMENT OF TRANSPORTATION**



**RICHARD M. DALEY  
MAYOR**

(City, State & Federal Funds)

The City may from time to time revise these terms and conditions.

03.28/07 (TA)

**PROFESSIONAL SERVICES AGREEMENT  
STANDARD TERMS AND CONDITIONS**

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## **List of Exhibits**

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  - Attachment B - Schedule of Performance**
  - Attachment C - Project Insurance Requirements**
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- Exhibit 2 - Compensation**
  - Schedule of Compensation for City Funded Task Orders**
  - Schedule of Compensation for State & Federal Funded Task Orders**
  - Attachment A - Maximum Hourly Rates**
  - Attachment B - Consultant and Subconsultant Overhead Absorption Rates**
  - Attachment C - City of Chicago Travel Reimbursement Guidelines**
  
- Exhibit 3 - MBE/WBE/DBE Special Conditions for Task Orders**
  
- Exhibit 4 - Economic Disclosure Affidavits and Disclosure of Retained Parties**

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into as of the 1<sup>st</sup> of May 2007 by and between **Collins Engineers, Inc.**, an Illinois Corporation ("**Consultant**"), located at 123 N. Wacker Drive, Suite 300, Chicago, Illinois 60606 and the City of Chicago ("**City**"), a municipal corporation and home rule unit of local government existing under the laws of the State of Illinois, acting through its Department of Transportation ("**Department**").

The City and Consultant agree as follows:

### TERMS AND CONDITIONS

#### ARTICLE 1. DEFINITIONS

##### 1.1 Definitions

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

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Section 2.1 and Exhibit 1 and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the City in a written amendment under Section 10.3 of this Agreement before Consultant is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

"**Agreement**" means this Professional Services Agreement, including all exhibits, which are attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Chief Procurement Officer**" means the Chief Procurement Officer of the City of Chicago and any representative duly authorized in writing to act on his behalf.

"**Commissioner**" means the Commissioner of the Department of Transportation, and any representative authorized in writing to act on the Commissioner's behalf.

"**FHWA**" means the Federal Highway Administration.

**"FTA"** means the Federal Transit Administration

**"Services"** means, collectively, the services, duties and responsibilities described in Article 2 and Exhibit 1 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

**"Subcontractor"** means any person or entity with whom Consultant contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, whether or not in privity with Consultant.

## **1.2 Interpretation**

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

## **1.3 Order of Precedence of Component Parts**

In the event of any conflict or inconsistency between the terms set forth in Article I through Article 14 of this Agreement and the terms set forth in Exhibit 1 through Exhibit 4, including the Attachments to the Exhibits, the terms and

provisions contained in Article 1 through 14 of this Agreement will take precedence over the terms and provisions contained in Exhibit 1 through Exhibit 4 except to the extent such terms and provisions are more favorable to the City.

Article 1 through 14 govern the legal relationship between the parties and Exhibit 1 and Exhibit 2 describe the Services Consultant is to perform under this Agreement, set forth the Key Personnel, set forth the time limits for Consultant's performance, set forth the insurance requirements for the project, and set forth the compensation schedule for Consultant. As a result, the City and Consultant agree that any terms or matters set forth in either Exhibit 1 or Exhibit 2, including the Attachments to the Exhibits, that do not exclusively pertain to defining the Services Consultant is to perform, the Key Personnel, the time limits for Consultant's performance, the insurance requirements, and the compensation schedule for Consultant are of no effect as to this Agreement and, regardless of whether or not the City approves such terms or matters, are not binding on the City, except to the extent that they would diminish the City's obligations under this Agreement or increase Consultant's obligations or liabilities under this Agreement.

## **ARTICLE 2. DUTIES AND RESPONSIBILITIES OF CONSULTANT**

### **2.1 Scope of Services**

Consultant must provide the Services described in Exhibit 1, Scope of Services, and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 2.3. Consultant must provide and maintain at Consultant's own expense, the insurance coverages and requirements specified in Exhibit 1.

### **2.2 Deliverables**

In carrying out its Services, Consultant must prepare or provide to the City various Deliverables. "Deliverables" include work product, such as designs, plans and specifications, written reviews, recommendations, reports and analyses, produced by Consultant for the City.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Consultant has failed to comply with the foregoing standards, it has 30 days from

the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Section 9.1.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

### **2.3 Standard of Performance**

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

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

### **2.4 Personnel**

#### **(a) Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the City and with written consent of the City, which consent the City will not withhold unreasonably. If the City fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the City.

**(b) Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the City, which consent the City will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 2.4(b), and set forth in Exhibit 1, Attachment 1-A . The Department may at any time in writing notify Consultant that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or her or them in accordance with the terms of this Agreement.

**(c) Salaries and Wages**

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 2.4(c) is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

## 2.5 Indemnification

- (a) Consultant must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:
- (i) injury, death or damage of or to any person or property;
  - (ii) any infringement or violation of any property right (including any patent, trademark or copyright);
  - (iii) Consultant's failure to perform or cause to be performed Consultant's covenants and obligations as and when required under this Agreement, including Consultant's failure to perform its obligations to any Subcontractor;
  - (iv) the City's exercise of its rights and remedies under Section 9.2 of this Agreement; and
  - (v) injuries to or death of any employee of Consultant or any Subcontractor under any workers compensation statute.
- (b) "Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Consultant's breach of this Agreement or to Consultant's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees.
- (c) Consultant's obligations to indemnify, keep, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses excludes that portion of Losses caused by any act, error or omission on the part of the particular City officer(s), representative(s), elected and appointed official(s), agent(s) or employee(s) seeking indemnification under this Section 2.5 if Consultant's indemnification would violate the provisions of the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 *et seq.*

- (d) At the City Corporation Counsel's option, Consultant, subject to Section 2.5(c) above, must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.
- (e) To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.
- (f) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Consultant's performance of Services beyond the term. Consultant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by Consultant's duties under this Agreement, including the insurance requirements in Exhibit 1 of this Agreement.

## 2.6 Ownership of Documents

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Consultant under this Agreement are property of the City, including, as further described in Sections 2.7 and 2.8 below, all copyrights and patents inherent in them or their preparation. During performance of its Services, Consultant is responsible for any loss or damage to the Deliverables, data, findings or information while in Consultant's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Consultant. If not restorable, Consultant must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 2.5.

## **2.7 Federal and City Interests in Patents**

- (a) If any invention, improvement or discovery of Consultant or its Subcontractors is conceived or first actually reduced to practice during performance of or under this Agreement, and that invention, improvement or discovery is patentable under the laws of the United States of America or any foreign country, Consultant must notify the City immediately and provide the City with a detailed report regarding such invention, improvement or discovery.
- (b) If the City or the federal government determines that patent protection for the invention, improvement or discovery should be sought, Consultant agrees to seek patent protection for the invention, improvement or discovery and to fully cooperate with the City and the federal government throughout the patent process. Consultant must transfer to the City, at no cost, the patent in any invention, improvement or discovery developed under this Agreement and any patent rights to which Consultant purchases ownership with funds provided to it under this Agreement. If, however, the federal government determines that a patent which is either developed or purchased by Consultant serves a federal government purpose, Consultant must transfer the patent to the federal government, at no cost.

## **2.8 Federal and City Interests in Copyright Ownership**

- (a) Consultant and the City intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the City's instance and expense under this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the City will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.
- (b) To the extent that any Deliverable does not qualify as a "work made for hire," Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other

encumbrances, to the fullest extent permitted by law. Consultant will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Consultant warrants to the City, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants that the Deliverables are complete, entire and comprehensive within the standard of performance under Section 2.3 of this Agreement and that the Deliverables constitute a work of original authorship.

- (c) Notwithstanding the terms of subsections (a) and (b) above, the federal government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:
  - (i) The copyright in any Deliverable or work developed under this Agreement; and
  - (ii) Any rights of copyright to which Consultant or its Subcontractors purchase ownership with funds provided to it under this Agreement.
- (d) The City will not reuse the Deliverables to build other projects, without the written consent of Consultant.
- (e) Without limiting any of its obligations under Section 2.8 of this Agreement, Consultant must, upon request by the federal government, indemnify, save and hold harmless the federal government and its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any Deliverables furnished under this Agreement. Consultant is not required to indemnify the federal government for any such liability arising out of the wrongful acts of employees or agents of the federal government.

## **2.9 Visual Artists Rights Act Waiver**

Consultant waives any and all rights, in any work of visual art that may be provided pursuant to this Agreement, that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act (17 U.S.C. § 101 et seq.) (the "*Copyright Act*").

## **2.10 Records and Audits**

### **(a) Records**

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

### **(b) Audits**

- (i) Consultant and any of Consultant's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Consultant must maintain records showing actual time devoted and costs incurred. Consultant must keep books, documents, paper, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.**
- (ii) To the extent that Consultant conducts any business operations separate and apart from the Services required under this Agreement**

using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Consultant must maintain and make similarly available to the City detailed records supporting Consultant's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

- (iii) Consultant must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.
- (iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.
- (v) The City may in its sole discretion audit the records of Consultant or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Consultant or any of its Subcontractors has overcharged the City in the audited period, the City will notify Consultant. Consultant must then promptly reimburse the City for any amounts the City has paid Consultant due to the overcharges and also some or all of the cost of the audit, as follows:
  - A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Consultant must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
  - B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Consultant must reimburse the

City for the full cost of the audit and of each subsequent audit.

Failure of Consultant to reimburse the City in accordance with subsection A or B above is an event of default under this Agreement, and Consultant will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

## 2.11 Confidentiality

- (a) All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Consultant under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Consultant must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Consultant by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Consultant must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement.
- (b) Consultant must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.
- (c) If Consultant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Consultant's possession by reason of this Agreement, Consultant must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Consultant, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

## 2.12 Assignments and Subcontracts

Consultant must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part of it, unless otherwise provided for in this Agreement or without the express written consent of the Chief Procurement Officer and the Department. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the Chief Procurement Officer operate to relieve Consultant of any of its obligations or liabilities under this Agreement.

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to observe or perform the terms and conditions of this Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Consultant personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement.

Consultant, upon entering into any agreement with a Subcontractor, must furnish upon request of the Chief Procurement Officer or the Department a copy of its agreement. All subcontracts must contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms of this Agreement and are subject to the approval of the Department and the Chief Procurement Officer. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

Consultant must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the Chief Procurement Officer. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Consultant under this Agreement, without such prior written approval, has no effect upon the City.

Under the Municipal Code of Chicago, ch. 2-92, Section 2-92-245, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under this Agreement. Any such payment has the same effect as if the

City had paid Consultant that amount directly. Such payment by the City to Consultant's Subcontractor under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

### **ARTICLE 3. TIME LIMITS FOR PERFORMANCE**

#### **3.1 Schedule for Performance**

This Agreement takes effect as of the date of its execution by the City ("Effective Date") which is set forth in the preamble and will continue for 60 months, or until the Agreement is terminated in accordance with its terms, whichever occurs first. The Agreement may be extended for up to 2 additional one-year periods in accordance with Section 3.3.

#### **3.2 Timeliness of Performance**

- (a) Consultant must perform the Services as expeditiously as is consistent with professional skill and care and must provide the Services and Deliverables within the schedule required under Exhibit 1 of this Agreement.
- (b) Neither Consultant nor Consultant's agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

#### **3.3 Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to 2 additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant.

## ARTICLE 4. COMPENSATION

### 4.1 Basis of Payment

The City will compensate Consultant according to the Schedule of Compensation contained in Exhibit 2 of this Agreement for the successful completion of the Services.

Notwithstanding anything in the Schedule of Compensation set forth in Exhibit 2 to the contrary, Consultant's compensation under this Agreement is limited to those amounts allowable and allocable to this Agreement under 48 C.F.R. Part 31, Subpart 31.6 (the Federal Acquisition Regulation), OMB Circular A-87 (incorporated by reference into 48 C.F.R. Part 31, Subpart 31.6), and the cost principles set forth in 48 C.F.R. Part 31, Subpart 31.2, but only to the extent that the cost principles in Subpart 31.2 do not conflict with the terms of 48 C.F.R. Part 31, Subpart 31.6 and OMB Circular A-87. To the extent that an audit reveals that Consultant has received payment in excess of such amounts, the City may offset such excess payments against any future payments due to Consultant and, if no future payments are due or if future payments are less than such excess, Consultant must promptly refund the amount of the excess payments to the City.

### 4.2 Method of Payment

Consultant must submit monthly invoices to the City for labor and other direct and indirect costs as billed, as outlined in the Schedule of Compensation in Exhibit 2. The invoices must be signed, dated, reference the City contract number, Task Order/Release Number and name, and must be in such other detail as the City requests. If Consultant has more than one agreement with the City, Consultant must prepare and submit separate invoices for each Task Order assigned under the agreement. Consultant must not submit invoices for less than \$500 unless a particular invoice is for last payment related to closeout of the Services.

The City will process payment within 60 days after receipt of an acceptable invoice and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

### **4.3 Prompt Payment**

#### **(a) Timely Progress Payments; Return of Subcontractor Retainage**

- (i) Consultant must remit payment to its Subcontractors listed on a pay request to the City within 7 business days after receiving payment on the pay request from the City. Consultant must require its Subcontractors for the Services to pay their lower tier Subcontractors within 7 business days after receiving payment from Consultant, and Consultant must state these requirements in all subcontracts and purchase orders. The obligation to make prompt payment to Subcontractors is a continuing condition of Consultant's participation in the Services that are part of this Agreement, and of its Subcontractors.**
- (ii) Subject to the provisions of Section 4.3(b), below, Consultant must return retainage, if any, to each Subcontractor within 14 days after the Subcontractor's services have been completed or the materials delivered to the City (or off-site, if this Agreement permits payment for off-site delivery), regardless of whether the Services are finished and whether Consultant has received payment from the City for the retainage withheld.**
- (iii) For prompt payment, the term "Subcontractor" is intended to include suppliers. For purposes of calculating the date by which payment to Subcontractors must be made, payment is considered received 6 days after the check date. To the extent feasible, to facilitate the flow of information to Subcontractors, the City will post at the Project Manager office and maintain at the Records and Estimates Section of the Department and at the Resident Engineer's office a list of Consultant's payment requests, including the Subcontractors identified in them, submitted to the City Comptroller for payment and the date of payments made to Consultant by the City.**
- (iv) If Consultant fails to incorporate these provisions in all subcontracts and purchase orders, the provisions of this Section 4.3 are deemed to be incorporated in all subcontracts and purchase orders.**

#### **(b) Timely Submittal of Pay Requests; Disputes**

- (i) Consultant must not delay or refuse to timely submit pay requests for a Subcontractor's services or materials, and the City may construe**

such delay or refusal as Consultant's failure to act in good faith. "Timely," in this context, means within 30 calendar days of the Subcontractor's services that the Subcontractor has invoiced have been completed or the materials delivered to the City (or off -site, if this Agreement permits payment for off-site delivery). In addition, Consultant must not delay or postpone payment for any undisputed portion of a Subcontractor's invoice or in connection with claims or disputes involving different pay requests for the same services or different services.

- (ii) If, despite Consultant's due diligence with respect to the performance of a Subcontractor for which a pay request is submitted, new information is received, after submitting the pay request to the City, that discloses that the Subcontractor's services or materials were not in accordance with the requirements of the Agreement, or that the Subcontractor has committed fraud or is otherwise not entitled to the payment sought, Consultant may delay or postpone payment to the Subcontractor, but only if all of the following conditions are met:
    - A. The Subcontractor's non-complying services or materials are those that are the subject of the particular pay request; and
    - B. Consultant is acting in good faith and not in retaliation for a Subcontractor's exercising legal or contractual rights.
  - (iii) When a Subcontractor has completed its services, if Consultant determines that a Subcontractor's services or materials were not in accordance with the requirements of the Agreement, or the Subcontractor has committed fraud or is otherwise not entitled to the payment sought, Consultant may delay or postpone timely return to the Subcontractor, but only if all of the following conditions are met:
    - A. Consultant has substantial grounds for and has acted reasonably in its determination; and
    - B. Consultant is acting in good faith and not in retaliation for a Subcontractor's exercising legal or contractual rights.
- (c) **Special Remedies for Non-Compliance with Prompt Payment**

- (i) If Consultant does not pay any Subcontractor listed on a pay request or returned a Subcontractor's retainage within the time limits required under this Section 4.3 and Consultant has not met the applicable notification and consent requirements above, Consultant must pay the Subcontractor an additional 2% of the unpaid portion of any such payment each month, prorated per diem for any partial month, that Consultant fails or refuses to pay the Subcontractor, and Consultant's terms with its Subcontractors must provide for this additional payment to be made.
- (ii) These provisions do not confer any rights in Subcontractors against the City. Nothing in this Section 4.3 is to be construed to limit the rights of and remedies available to the City, including but not limited to various rights under Section 9.2
- (iii) If Consultant is found not to be making timely payments to its Subcontractors on a continuous basis, the City may consider this to be an event of default under the terms of this Agreement.

#### **4.4 Criteria for Payment**

The reasonableness, allocability, and allowability of any costs and expenses charged by Consultant under this Agreement will be determined by the Chief Procurement Officer and the Commissioner in their sole discretion.

In the event of a dispute between Consultant and the City as to whether any particular charge will be paid, or as to whether the amount of such charge is reasonable, allocable to the Services, or allowable, Consultant must, and the Department may, jointly or individually, refer such dispute to the Chief Procurement Officer for resolution in accordance with the Disputes section of this Agreement. The City will not withhold payment for undisputed sums on such invoice while a dispute is being resolved. All invoice disputes will be handled as described in Section B.3 of Exhibit 2.

#### **4.5 Funding**

The source of funds for payments under this Agreement is the Fund Number set forth in Exhibit 2. Payments under this Agreement will not be made or due to Consultant in excess of the dollar amount set forth in Exhibit 2 without a written amendment in accordance with Section 10.3.

#### **4.6 Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant except that no payments will be made or due to Consultant under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

#### **4.7 Subcontractor Payments**

- (a) Contractor must submit a status report of Subcontractor payments with each invoice for the duration of the contract on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at [http://egov.cityofchicago.org/webportal/COCWebPortal/COC\\_EDITORIAL/subcompliance.pdf](http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf). The form must be received by the tenth (10th) calendar day of each month. The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:
- (i) Total amount invoiced by the Contractor for the prior month;
  - (ii) The name of each particular Subcontractor or supplier utilized during the prior month;
  - (iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this contract;
  - (iv) The vendor/supplier number of each Subcontractor or supplier;
  - (v) Total amount invoiced that is to be paid to each Subcontractor or supplier.
- (b) If a Subcontractor has satisfactorily completed its Work, or provided specified materials in accordance with the requirements of the Contract, Contractor shall pay Subcontractor for such work or materials within 14 days of Contractor receiving payment from the City.

### **ARTICLE 5. DISPUTES**

Except as otherwise provided in this Agreement, Consultant must and the Commissioner may bring any dispute concerning a question of fact arising under this Agreement which is not

disposed of to the Chief Procurement Officer for decision based upon written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room.) The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy of it to Consultant. The decision of the Chief Procurement Officer is final and binding. If Consultant does not agree with the decision of the Chief Procurement Officer, the sole and exclusive remedy is judicial review by a common law writ of certiorari.

## **ARTICLE 6. COMPLIANCE WITH ALL LAWS**

### **6.1 Compliance with All Laws Generally**

- (a) Consultant must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 6, and Consultant must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Consultant must require all Subcontractors to do so, also. Consultant must have filed, within 1 year prior to the Effective Date, an executed Economic Disclosure Statement and Affidavit ("Disclosure Affidavit") with the Chief Procurement Officer and must execute a No Changes Affidavit and a Disclosure of Retained Parties in the forms incorporated into this Agreement as Exhibit 4. Notwithstanding acceptance by the City of the Disclosure Affidavit, failure of the Disclosure Affidavit to include all information required under the Municipal Code renders this Agreement voidable at the option of the City.
- (b) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

### **6.2 Nondiscrimination**

- (a) Consultant

In performing its Services under this Agreement, Consultant must comply with applicable laws prohibiting discrimination against individuals and groups.

(i) Federal Requirements

In performing its Services under this Agreement, Consultant must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Consultant's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); Drug Abuse Office and Treatment Act of 1972, P.L. 92-255, as amended; and Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, P.L. 91-616, as amended; and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and any rules and regulations promulgated

in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Consultant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended; and all other applicable state statutes, regulations and other laws.

**(iii) State Requirements**

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Consultant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended; and all other applicable state statutes, regulations and other laws.

**(iv) City Requirements**

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules. Further, Consultant must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

**(b) Subcontractors**

Consultant must incorporate this Section 6.2 by reference in all agreements entered into with Subcontractors and labor organizations that furnish skilled, unskilled and craft union skilled labor, or any other services in connection with this Agreement.

**6.3 Compliance with the Americans with Disabilities Act and Other Laws Concerning Accessibility**

Consultant covenants that all designs, plans and drawings produced or utilized under this Agreement will address and comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities

or environmentally limited persons including the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.*, and all regulations promulgated thereunder, *see* Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, Consultant must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. Also, Consultant must, prior to construction, review the plans and specifications to insure compliance with these standards. If Consultant fails to comply with the foregoing standards, the City may, without limiting any of its remedies set forth in Section 9.2 or otherwise available at law, in equity or by statute, require Consultant to perform again, at no expense, all Services required to be reperformed as a direct or indirect result of such failure.

#### **6.4 Subcontractors with Disabilities**

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

#### **6.5 Inspector General**

It is the duty of any bidder, proposer or Consultant, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

#### **6.6 Business Relationships with Elected Officials**

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City

Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

#### **6.7 Prohibition on Certain Contributions - Mayoral Executive Order No. 05-1**

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor 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 Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it 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.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a 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. 05-1 constitutes a breach and default under this Agreement, 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 Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Contractor's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and

- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
  - 1. The partners have been residing together for at least 12 months.
  - 2. The partners have common or joint ownership of a residence.
  - 3. The partners have at least two of the following arrangements:
    - a. joint ownership of a motor vehicle;
    - b. a joint credit account;
    - c. a joint checking account;
    - d. a lease for a residence identifying both domestic partners as tenants.
  - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

### **6.8 Chicago "Living Wage" Ordinance**

- (a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:
  - (i) If Consultant has 25 or more full-time employees, and
  - (ii) If at any time during the performance of this Agreement, Consultant and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then
  - (iii) Consultant must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this Agreement.

- (b) Consultant's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.
- (c) As of July 1, 2007, the Base Wage became \$10.33, 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. 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.
- (d) Consultant must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Consultant agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Consultant or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Consultant and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.
- (e) Not-for-Profit Corporations: If Consultant is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply.

#### 6.9 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

## ARTICLE 7. SPECIAL CONDITIONS

### 7.1 Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- (a) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- (b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- (c) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- (d) warrants that Consultant is not in default at the time this Agreement is signed, and has not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City of Chicago, and has obtained warranties from its Subcontractors substantially similar in form and substance;
- (e) In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;

11-4-1550 Operational requirements; and  
11-4-1560 Screening requirements.

During the period while this Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

This section does not limit the Contractor's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Contract.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and may further affect the Contractor's eligibility for future contract awards.

- (f) Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

- (g) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and

requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

- (h) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- (i) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 8.1 and 8.3 of this Agreement.

## **7.2 Ethics**

- (a) In addition to the foregoing warranties and representations, Consultant warrants:
  - (i) no officer, agent or employee of the City is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under the Municipal Code of Chicago (Chapter 2-156).
  - (ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.
- (b) Consultant further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

## **7.3 Joint and Several Liability**

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this

Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

#### **7.4 Business Documents**

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

#### **7.5 Conflicts of Interest**

- (f) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- (g) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "Consulting Parties"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- (h) Upon the request of the City, Consultant must disclose to the City its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the City.
- (i) Without limiting the foregoing, if the Consulting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may,

however, assist the City in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- (j) Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 2.11 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the City under this Agreement, Consultant must terminate such other services immediately upon request of the City.

#### **7.6 Non-Liability of Public Officials**

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the City or the federal government personally with any liability or expenses of defense or hold any official, employee or agent of the City or the federal government personally liable to them under any term or provision of this Agreement or because of the City's execution, attempted execution or any breach of this Agreement.

### **ARTICLE 8. SPECIAL CONDITIONS FOR FHWA AND FTA FUNDED PROJECTS**

#### **8.1 Interest of Members of or Delegates to the United States Congress**

In accordance with 41 U.S.C. § 22 Consultant must not admit any member of or delegate to the United States Congress to any share or part of this Agreement or to any benefit derived from it.

#### **8.2 False or Fraudulent Statements and Claims**

- (a) Consultant recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Accordingly, Consultant, by signing this Agreement, certifies or affirms the truthfulness and accuracy of any statement it has made, it presently makes, or it may make pertaining to this Agreement, including without limitation any invoice for its Services. In addition to other penalties that may be applicable, Consultant also acknowledges that if it makes a false, fictitious or fraudulent claim, statement, submission or certification, the federal

government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on Consultant to the extent the federal government (the "Government") considers appropriate.

- (b) Consultant also acknowledges that if it makes a false, fictitious or fraudulent claim, statement, submission or certification to the City or the Government in connection with an urbanized area formula project financed with federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on Consultant the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Government considers appropriate.

### **8.3 Environmental Laws and Regulations**

Consultant recognizes that many federal, state and City laws imposing environmental and resource conservation requirements may apply to this Agreement. Some, but not all, of the major laws that may affect the Agreement include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 *et seq.*; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 *et seq.* Consultant also recognizes that U.S. Environmental Protection Agency, U.S. Department of Transportation, the Illinois Environmental Protection Agency, the City and other government agencies have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect this Agreement. Thus, Consultant must adhere to, and impose on its Subcontractors, any such requirements as the federal, state and City governments may now or in the future promulgate. Requirements of particular concern are listed below. Consultant acknowledges that this list does not constitute Consultant's entire obligation to meet all government environmental and resource conservation requirements. Consultant must include these provisions in all subcontracts.

#### **1. Environmental Protection**

Consultant must comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 *Fed. Reg.* 7629, Feb. 16, 1994; United States Department

of Transportation statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and United States Department of Transportation regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

**2. Air Quality**

Consultant must comply with all applicable standards, orders, and regulations issued under the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, Consultant must comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. Consultant must report and require each Subcontractor to report any violation of these requirements resulting from any activity related to the implementation of this Agreement to the City and the appropriate U.S. EPA Regional Office.

**3. Clean Water**

Consultant must comply with all applicable standards, orders, or regulations issued under the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Consultant must report and require each Subcontractor to report any violation of these requirements resulting from any activity related to the implementation of this Agreement to the City and the appropriate U.S. EPA Regional Office.

**4. List of Violating Facilities**

Consultant must not use any facility in the performance of this Agreement or benefit any facility through its performance of this Agreement that is listed on the U.S. EPA List of Violating Facilities ("List"), and Consultant must promptly notify the City if Consultant receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

**5. Energy Policy and Conservation Act**

To the extent applicable, Consultant must comply with the mandatory standards and policies relating to energy efficiency which are contained in the State of Illinois energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871.

#### **8.4 Anti-Lobbying and Debarment**

By its execution of Exhibit 4 Consultant certifies that it is in compliance with federal restrictions on lobbying and that neither it nor, if a joint venture, any of its joint venture members or their principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Consultant further agrees that it will include this clause and the certification without modification in all solicitations and subcontracts. If Consultant or any Subcontractor is unable to certify to this clause, it must provide a written explanation of its inability.

#### **8.5 No Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by federal law, Consultant must comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any funds received under this Agreement to support subcontracts procured using exclusionary or discriminatory specifications.

#### **8.6 Preference for Recycled Products**

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the Services, Consultant will use recycled products in performance of this Agreement pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement Section 6002 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6962, as amended.

#### **8.7 Cargo Preference-Use of United States Flag Vessels**

Consultant must comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract involving equipment, materials or commodities suitable for transport by ocean vessel.

### **8.8 Buy America**

To the extent applicable, Consultant must comply with 49 U.S.C. § 5323(j), and related regulations at 49 C.F.R. Part 661, and include clauses requiring its Subcontractors to comply with the requirements of 49 U.S.C. § 5323(j), and related regulations at 49 C.F.R. Part 661, in all of Consultant's subcontracts with its Subcontractors.

### **8.9 Fly America**

Consultant must comply with 49 U.S.C. § 40118, and related regulations at 41 C.F.R. Part 301-10, regarding use of United States air carriers, and include clauses requiring its Subcontractors to comply with the requirements of 49 U.S.C. § 40118, and related regulations at 41 C.F.R. Part 301-10, in all of Consultant's subcontracts with its Subcontractors.

### **8.10 No Federal Government Obligations to Third Parties**

Consultant agrees that, absent the federal government's express written consent, the federal government is not subject to any obligations or liabilities to Consultant or any other person or entity not a party to the Grant Agreement or Cooperative Agreement between the City and the federal government, which is a source of funds for this Agreement. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation or agreement, the federal government continues to have no obligations or liabilities to any party, including Consultant.

### **8.11 Contract Work Hours and Safety Standards Act**

Consultant must comply, and must cause its Subcontractors to comply, with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 *et seq.*, to the extent applicable. In accordance with the Contract Work Hours and Safety Standards Act, Consultant agrees that, if applicable, the wages of every laborer and mechanic employed by Consultant or its Subcontractors during the performance of this Agreement will be computed on the basis of a standard work week of 40 hours, and that each laborer and mechanic will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in a work week. Consultant acknowledges that determinations pertaining to these requirements will be made in accordance with applicable U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts

Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

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

**9.1 Events of Default Defined**

The following constitute events of default:

1. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the City.
2. Consultant's material failure to perform any of its obligations under this Agreement including the following:
  - a. Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
  - b. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - c. Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - d. Discontinuance of the Services for reasons within Consultant's reasonable control; and
  - e. Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
3. Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

4. Consultant's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.
5. Failure to comply with Section 6.1 in the performance of the Agreement.
6. Consultant's repeated or continued violations of City ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for City laws and regulations.

## **9.2 Remedies**

The occurrence of any event of default permits the City, at the City's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.2 and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City. After giving a Default Notice, the City may invoke any or all of the following remedies, individually or collectively:

1. The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill

and the amount the City would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Consultant under this Section 9.2;

2. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;
3. The right of specific performance, an injunction or any other appropriate equitable remedy;
4. The right to money damages;
5. The right to withhold all or any part of Consultant's compensation under this Agreement;
6. The right to deem Consultant non-responsible in future contracts to be awarded by the City.

If the Chief Procurement Officer considers it to be in the City's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

### 9.3 Early Termination

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Consultant. The City will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the City elects

to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 4, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The City and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 5 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Consultant or the City to the extent inconsistent with this provision.

If the City's election to terminate this Agreement for default under Sections 9.1 and 8.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

#### 9.4 Suspension

The City may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief

Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Exhibit 2 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice to the City may treat the suspension as an early termination of this Agreement under Section 9.3.

#### **9.5 Right to Offset**

**1. In connection with performance under this Agreement:**

The City may offset any excess costs incurred:

- a. if the City terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- b. if the City exercises any of its remedies under Section 9.2 of this Agreement; or
- c. if the City has any credits due or has made any overpayments under this Agreement.

The City may offset these excess costs by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

**2 In connection with Section 2-92-380 of the Municipal Code of Chicago:**

- (i) In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City under this Agreement or permitted at law or in equity, the City is entitled to set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by

Consultant to the City. For purposes of this Section 9.5 "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to the City for which the period granted for payment has expired.

(ii) Notwithstanding the provisions of the above subsection, no such debt(s) or outstanding parking violation complaint(s) will be offset from the price or compensation due under this Agreement if one or more of the following conditions are met:

- A. Consultant has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to the City and Consultant is in compliance with the agreement; or
- B. Consultant is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
- C. Consultant has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

3. In connection with any liquidated or unliquidated claims against Consultant:

Without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Consultant unrelated to this Agreement. When the City's claims against Consultant are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Consultant to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

## ARTICLE 10. GENERAL CONDITIONS

### 10.1 Entire Agreement

#### 1. General

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

#### 2. No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

#### 3. No Omissions

Consultant acknowledges that Consultant was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the

benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

## **10.2 Counterparts**

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

## **10.3 Amendments**

Except for an upper limit increase as described in Section A.6. of Exhibit 2, no changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Consultant and by the Mayor, Comptroller, and Chief Procurement Officer of the City or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 10.3.

Whenever in this Agreement Consultant is required to obtain prior written approval, the effect of any approval that may be granted pursuant to Consultant's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

## **10.4 Governing Law and Jurisdiction**

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

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

### **10.5 Severability**

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

### **10.6 Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

### **10.7 Cooperation**

Consultant must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

### **10.8 Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the City by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the City's or Consultant's performance, the waiver so granted, whether

express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

### **10.9 Independent Contractor**

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the City.

This Agreement is between the City and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

1. The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with Consultant performing the Services required under this Agreement.
2. Consultant is not entitled to membership in the City of Chicago Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City of Chicago.
3. The City of Chicago is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Consultant.

### **10.10 Electronic Ordering and Invoices**

The vendor shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Vendor shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Vendor shall provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City.

Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the vendor. Vendor shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the vendor in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the vendor, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

#### **ARTICLE 11. NOTICES**

Notices provided for in this Agreement, unless provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:           City of Chicago Department of Transportation  
30 North LaSalle Room 1100  
Chicago, Illinois  
Attention: Commissioner

and

Department of Procurement Services  
Room 403, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Chief Procurement Officer

With Copies to:       Department of Law  
Room 600, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Corporation Counsel

If to Consultant:     To the address set forth in the preamble of this Agreement

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in

accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

## **ARTICLE 12. AUTHORITY**

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

## **ARTICLE 13. DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT FOR TASK ORDERS - FOR FHWA AND FTA FUNDED PROJECTS**

1. **Nondiscrimination.** Consultant or its Subcontractors must not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. Consultant must carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate. Consultant must include the provision set forth in this paragraph in all of its subcontracts.
2. **DBE Financial Institutions.** Consultant is encouraged to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals. Use of such institutions may be considered by the City as evidence of Consultant's willingness to do business with DBEs. Information about such institutions is available in the City of Chicago's DBE Program document, which is available on-line at [www.ci.chi.il.us/Procurement](http://www.ci.chi.il.us/Procurement) Services; a hard copy of the DBE Program document is available at the City of Chicago, Department of Procurement Services, City Hall, 121 N. LaSalle Street, Room 403, Chicago, IL 60602.
3. **DBE Commitment for Task Orders.** The overall DBE goal is 30%. The DBE goal is applicable to projects funded in whole or in part by federal funding. In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the requirements of 49 C.F.R., Part 26, the Disadvantaged Business Enterprise Commitment requirements of the City of Chicago Municipal Code, Ch-2-92, Section 2-92-420 et seq. (1990), except to the extent waived by the Chief Procurement Officer, Consultant must comply with the "Special Conditions Regarding Disadvantaged Business Enterprise Commitment," set forth in Exhibit 3, and incorporated by reference here. Consultants are directed to examine the Special Conditions. At the time a federal funded Task Order is issued, the Consultant must

submit a DBE compliance plan, including DBE C-3 & D-3 documents, as part of its proposal for the Task Order.

The Consultant will be required to submit a DBE Utilization Report, copy attached, upon completion of each Task Order. The Utilization Report must be sent to the City of Chicago, Department of Procurement Services, Division of Contract Monitoring and Compliance, Room 403, City Hall, 121 North LaSalle Street, Chicago IL, 60602. The DBE Utilization Reports must reflect actual amounts paid to each DBE firm that participated on the Task Order. At the end of the Contract period, the DBE dollar participation achieved will be calculated against the total value of federal funded task orders to determine the total participation achieved toward the committed goal.

#### **ARTICLE 14. SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT FOR TASK ORDERS - FOR CITY AND STATE FUNDED PROJECTS**

In the performance of the Agreement, the Consultant must abide by the Minority Business Enterprise and Women Business Enterprise commitment requirements of the City of Chicago Municipal Code, Ch. 2-92, Section 2-92-420 et. seq. (1990) for the term of the Agreement, except to the extent waived by the Chief Procurement Officer. Such requirements are 16.9% participation by Minority Business Enterprises and 4.5% participation by Women Business Enterprises.

The special conditions governing Minority and Women Business Enterprises are attached hereto as Exhibit 3 and are hereby incorporated by reference as if fully set forth herein. Consultants are directed to examine the Special Conditions. At the time a City or State funded Task Order is issued, the Consultant must submit an MBE/WBE compliance plan, including MBE/WBE C-3 & D-3 documents, as part of its proposal for the Task Order.

The Consultant will be required to submit an MBE/WBE Utilization Report, copy attached, upon completion of each task order. The Utilization Report must be sent to the City of Chicago, Department of Procurement Services, Division of Contract Monitoring and Compliance, Room 403, City Hall, 121 North LaSalle Street, Chicago IL, 60602. The MBE/WBE Utilization Reports must reflect actual amounts paid to each MBE/WBE firm that participated on the Task Order. At the end of the Contract period, the MBE/WBE dollar participation achieved will be calculated against the total value of the combined City and State funded task orders to determine the total participation achieved toward the committed goals.

*[Signature Page to follow]*

[Signature Page to follow]

Signature Page

**SIGNED at Chicago, Illinois:**

CITY OF CHICAGO

By: Richard M. Daley  
Mayor

Thomas J. Siey *Eot*  
Comptroller

Kathleen T. Louder  
Chief Procurement Officer

Recommended By:

[Signature]  
Commissioner

**Collins Engineers, Inc.**

By: Thomas Collins

Its: PRESIDENT  
(President or Authorized Officer)

State of ILLINOIS

County of Cook

This instrument was acknowledged before me on 25<sup>th</sup> (date) by April 2007, Thomas J. Collins  
(name/s of person/s) as President (type of authority, e.g., officer, trustee, etc.) of  
Collins Engineers, Inc. (name of party on behalf of whom instrument was executed)

Kathleen T. Louder  
(Signature of Notary Public)

03/28/07



[Signature Page to follow]

Signature Page

**SIGNED at Chicago, Illinois:**

CITY OF CHICAGO

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Comptroller

\_\_\_\_\_  
Chief Procurement Officer

Recommended By:

[Signature]  
Commissioner

**Collins Engineers, Inc.**

By: [Signature]

Its: President  
(President or Authorized Officer)

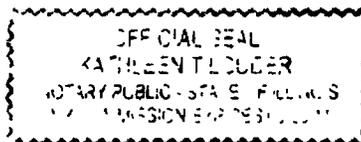
State of ILLINOIS

County of Cook

This instrument was acknowledged before me on 25<sup>th</sup> (date) by APRIL 2007, THOMAS J. COLLINS (name/s of person/s) as President (type of authority, e.g. officer, trustee, etc.) of Collins Engineers, Inc. (name of party on behalf of whom instrument was executed)

\_\_\_\_\_  
(Signature of Notary Public)

03/28/07



**EXHIBIT 1**

**Scope of Services**

**Attachment A - Key Personnel**

**Attachment B - Schedule of Performance (Task Order)**

**Attachment C - Insurance Requirements**

**Attachment D - State of Illinois Drug Free Workplace Certification**

EXHIBIT 4

**GENERAL CONDITIONS  
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**GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

**GC-02 PERSONNEL**

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

**GC-03                    INSURANCE REQUIREMENTS**

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.
- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

**Insurance Requirements of the Contractor**

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

**1.            Coverages**

**(a)            Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1)            Employers' Liability coverage with a limit of  
                 \$500,000 each Accident  
                 \$500,000 each Employee  
                 \$500,000 Policy Limit for Disease

- 2)            Broad form all states coverage

**GC-03                    INSURANCE REQUIREMENTS (CON'T.)**

**(b)            Commercial General Liability Insurance**

- 1)            The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2) Uninsured/Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

**2. Additional requirements**

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

**GC-03 INSURANCE REQUIREMENTS (CON'T.)**

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be

endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

**GC-04 INSPECTION AND RESPONSIBILITY**

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

**GC-05 INDEMNIFICATION**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**GC-06 PAYMENT**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

**GC-07 PREPAID FEES**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**GC-08 TAXES**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate

No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

**GC-09 PRICE REDUCTION**

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

**GC-10 CONTRACTOR CREDITS**

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

**GC-11 DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**GC-12            DEFAULT**

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

**GC-13            COUNTY'S REMEDIES**

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

**GC-14            CONTRACTOR'S REMEDIES**

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

**GC-15            DELAYS**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

**GC-16            MODIFICATIONS AND AMENDMENTS**

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

**GC-17 PATENTS, COPYRIGHTS AND LICENSES**

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

**GC-18 COMPLIANCE WITH THE LAWS**

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND**  
**CONSULTING SERVICE AND SOLE SOURCE**

**I. POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by

subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

**GC-19**      **MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND**  
**CONSULTING SERVICE AND SOLE SOURCE (CON'T.)**

- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. **REQUIRED SUBMITTALS**

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. **MBE/WBE Participation Documentation**

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

**GC-19**      **MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND**  
**CONSULTING SERVICE AND SOLE SOURCE (CON'T.)**

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

**B.      Use of MBE/WBE Professionals**

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

**C.      Affirmative Action Plan**

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

**III.     NON-COMPLIANCE**

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

**IV.     REPORTING/RECORD KEEPING REQUIREMENTS**

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

**GC-19**      **MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND**  
**CONSULTING SERVICE AND SOLE SOURCE (CON'T.)**

The Office of Contract Compliance requests payment affidavits and proof of payment to

MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately**.

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:

LaVerne Hall  
Administrator  
Cook County Office of Contract Compliance  
118 N. Clark Street – Room 1020  
Chicago, Illinois 60602  
(312)603-5502

**GC-20 MATERIAL DATA SAFETY SHEET**

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

**GC-21 CONDUCT OF THE CONTRACTOR**

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

**GC-22 ACCIDENT REPORTS**

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided

treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

**GC-23 USE OF COUNTY PREMISES AND RESOURCES**

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

**GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT**

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

**GC-25 GENERAL NOTICE**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

**TO THE COUNTY:**

COOK COUNTY CHIEF PROCUREMENT OFFICER  
118 North Clark Street. Room 1018  
Chicago, Illinois 60602  
(Include County Contract Number in all notices)

**TO THE CONTRACTOR:**

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

**GC-26 GUARANTEES AND WARRANTIES**

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or

substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

**GC-27                    STANDARD OF DELIVERABLES**

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

**GC-28                    DELIVERY**

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

**GC-29                    QUANTITIES**

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

**GC-30                    CONTRACT INTERPRETATION**

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted

from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

**GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

**GC-32 GOVERNING LAW**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**GC-33 AUDIT; EXAMINATION OF RECORDS**

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices,

and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**GC-34            WAIVER**

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

**GC-35            ENTIRE CONTRACT**

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

**GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES**

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

**GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

**GC-39 COOPERATIVE PURCHASING**

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

**GC-40 COOPERATION WITH INSPECTOR GENERAL**

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

**GC-41**            **FEDERAL CLAUSES**

1.        **Interest of Members of or Delegates to the United States Congress**

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2.        **False or Fraudulent Statements and Claims**

(a)        The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b)        The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3.        **Federal Interest in Patents**

(a)        General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b)        Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

**GC-41**            **FEDERAL CLAUSES (CON'T.)**

4.        **Federal Interest in Data and Copyrights**

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
  - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
  - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

**GC-41 FEDERAL CLAUSES (CON'T.)**

- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights,

copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

**GC-41 FEDERAL CLAUSES (CON'T.)**

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA,

U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) **Environmental Protection.** The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

**GC-41**

**FEDERAL CLAUSES (CON'T.)**

- (e) **Preference for Recycled Products.** To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

**GC-41 FEDERAL CLAUSES (CON'T.)**

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

**GC-41 FEDERAL CLAUSES (CON'T.)**

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards

Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926.

14. Veteran’s Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County’s instance and expense pursuant to this Agreement are conclusively deemed “works made for hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the “Copyright Act”), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a “work made for hire,” Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

**GC-41 FEDERAL CLAUSES (CON’T.)**

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. §

12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement,. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**GC-41 FEDERAL CLAUSES (CON'T.)**

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing

wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**GC-41 FEDERAL CLAUSES (CON'T.)**

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**END OF SECTION**

EXHIBIT 5

**Evidence of Insurance**

## **Cook County Insurance Requirements**

### **Waiver of Subrogation and Insurance Requirements**

#### **Subrogation and Waiver**

The Consultant shall require all policies of insurance that are in any way related to the work to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.

The Consultant shall waive all rights of recovery against Cook County, Board of Commissioners and employees of the County which Consultant may have or acquired because of deductibles or inadequacy of limits of any policies of insurance that are in any way related to the work.

#### **Insurance Requirements of the Consultant**

Prior to the effective date of this Contract, the Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Contract. All policies required herein are to be on a primary and non-contributory basis and shall not be excess to any insurance or self-insurance programs maintained by the County.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Consultant shall require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant.

#### **Coverages**

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of  
\$500,000 each Accident  
\$500,000 each Employee  
\$500,000 Policy Limit for Disease
- (2) Waiver of Kotecki endorsement affording coverage for claims arising out of Contractor's waiver of its Kotecki rights in this agreement

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and

property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation, the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations (for a minimum of 2 years following project completion);
- (d) Cross Liability;
- (e) General Aggregate Limit shall be specifically endorsed to provide that the General Aggregate Limit applies separately to this project.

(c) **Commercial Automobile Liability Insurance**

When any motor vehicles are used in connection with the Services to be performed, Consultant shall secure Commercial Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The Commercial Automobile Liability Insurance limits shall not be less than the following:

- (a) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- (b) Uninsured/Underinsured Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Consultant shall secure and maintain a limit of liability no less than:

- a. \$1,000,000 each occurrence for all liability

(e) **Professional Errors & Omissions Insurance**

Consultant shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Consultant's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage shall be maintained by the Consultant for a minimum of three years following the expiration or early termination of this contract and the Consultant shall annually provide the County with proof of renewal.

**Additional requirements**

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability, Automobile and Umbrella/Excess insurance policies.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Office of the Chief Procurement Officer at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Consultant commences performance of its part of the work, Consultant shall furnish to the County certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Consultant's obligations to obtain insurance pursuant to these insurance requirements.



177842

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2013

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).

<b>PRODUCER</b> 312-658-4122 Wells Fargo Insurance Services USA, Inc. 230 W. Monroe St., Suite 1950 Chicago, IL 60606	<b>CONTACT NAME:</b> Sherri Slupski <b>PHONE (A/C, No, Ext):</b> 312-658-4115 <b>E-MAIL ADDRESS:</b> sherri.slupski@wellsfargo.com	<b>FAX (A/C, No):</b> 312-658-4110	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Collins Engineers, Inc. 123 N Wacker Dr Ste 900 Chicago IL 60606	<b>INSURER A:</b> Travelers Property Casualty Co of America		25674
	<b>INSURER B:</b> Commerce & Industry Insurance Company		19410
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 5914707

REVISION NUMBER: See below

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 ISSUING OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			6307A377680	11/1/2012	11/1/2013	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> HCPD/ACV <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			8107A377680	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EX7A377680	11/01/12	11/01/13	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5226716	11/01/2012	11/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
B				WC4321498	11/01/2012	11/01/2013	E.L. EACH ACCIDENT	\$ 1,000,000
				USL&H/ AOS			E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

RE:City of Chicago Contract No. 14758 IL T4 00 12 09,IL T4 00 12 09,IL T4 00 12 09 The following are included as Additional Insured when agreed in written contract with the Named Insured for services rendered on the reference project, except Work Comp:  
 Cook County, its officials, employees and agents

**CERTIFICATE HOLDER****CANCELLATION**

Cook County Office of the Chief Procurement Officer  
 118 North Clark Street, Room 1018  
 Chicago, IL 60602

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

The ACORD name and logo are registered marks of ACORD

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ACORD 25 (2010/05)

(This certificate replaces certificate# 5914701 issued on 4/12/2013)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED ENTITY – NOTICE OF  
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

**CANCELLATION:** Number of Days Notice of Cancellation: 30

**NONRENEWAL:** Number of Days Notice of Nonrenewal:

**PERSON OR  
ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

**ADDRESS:**

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

**PROVISIONS:**

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

POLICY NUMBER: P-810-7A377680-TIL-11

ISSUE DATE: 05-02-12

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED ENTITY – NOTICE OF  
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

**CANCELLATION:** Number of Days Notice of Cancellation: 30

**NONRENEWAL:** Number of Days Notice of Nonrenewal:

**PERSON OR  
ORGANIZATION:**

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this Schedule.

**ADDRESS:**

The address for that person or organization included in such written request from you to us.

**PROVISIONS:**

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

**ALL COVERAGE PARTS INCLUDED IN THIS POLICY**

### **SCHEDULE**

**CANCELLATION:**

**Number of Days Notice of Cancellation: 30**

**NONRENEWAL:**

**Number of Days Notice of Nonrenewal:**

**PERSON OR  
ORGANIZATION:**

**ANY PERSON OR ORGANIZATION TO WHOM YOU  
HAVE AGREED IN A WRITTEN CONTRACT THAT  
NOTICE OF CANCELLATION OF THIS POLICY  
WILL BE GIVEN, BUT ONLY IF:**

- 1. YOU SEND US A WRITTEN REQUEST TO  
PROVIDE SUCH NOTICE, INCLUDING THE NAME  
AND ADDRESS OF SUCH PERSON OR  
ORGANIZATION, AFTER THE FIRST NAMED  
INSURED RECEIVES NOTICE FROM US OF THE  
CANCELLATION OF THIS POLICY; AND**
- 2. WE RECEIVE SUCH WRITTEN REQUEST AT  
LEAST 14 DAYS BEFORE THE BEGINNING OF  
THE APPLICABLE NUMBER OF DAYS SHOWN IN  
THIS SCHEDULE.**

**ADDRESS:**

**THE ADDRESS FOR THAT PERSON OR  
ORGANIZATION INCLUDED IN SUCH WRITTEN  
REQUEST FROM YOU TO US.**

### **PROVISIONS:**

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.**
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.**



# CERTIFICATE OF LIABILITY INSURANCE

177842

DATE (MM/DD/YYYY)  
4/12/2013

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).

<b>PRODUCER</b> 312-658-4122 Wells Fargo Insurance Services USA, Inc. 230 W. Monroe St., Suite 1950 Chicago, IL 60606	<b>CONTACT NAME:</b> Sherri Slupski		
	<b>PHONE (A/C No, Ext):</b> 312-658-4115	<b>FAX (A/C No):</b> 312-658-4110	
<b>E-MAIL ADDRESS:</b> sherri.slupski@wellsfargo.com			
<b>INSURED</b> Collins Engineers, Inc. 123 N Wacker Dr Ste 900  Chicago IL 60606	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Beazley Insurance Company		37540
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:** 5914702**REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> 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						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made Form			V15RR9130801	03/15/13	03/15/14	\$2,000,000 each claim \$2,000,000 aggregate

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

RE: City of Chicago Contract No. 14758 Evidence of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

Cook County Office of the Chief Procurement Officer  
 118 North Clark Street, Room 1018  
 Chicago, IL 60602

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

COOK COUNTY SIGNATURE PAGE  
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 28 DAY OF June, 2013.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

13-88-060

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT:\$ 734,346.70  
(DOLLARS AND CENTS)

FUND(s) CHARGEABLE: 5300.562140.4211

APPROVED AS TO FORM:

NOT REQUIRED

ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)