PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO: 12-88-12439

FIBER OPTIC NETWORK PHASE III

BETWEEN

COOK COUNTY GOVERNMENT
Bureau of Information Technology

AND
GLOBETROTTERS ENGINEERING CORPORATION
Based on State of Illinois – CMS Contract No. 1473740

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

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PROFESSIONAL SERVICES AGREEMENT

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AGREEMENT

This Agreement, dated as of March 21, 2013, is made and entered into by and between the County of Cook, a body politic and corporate of the State of Illinois, on behalf of the Office of the Chief Procurement Officer, hereinafter referred to as "County" and Globetrotters Engineering Corporation, hereinafter referred to as "Consultant", doing business as a corporation of the State of Illinois.

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 State of Illinois solicited a formal Request for Proposal process for Statewide A& E Services for a Fiber Optic Network and the Consultant was identified as the qualified and lowest cost provider for the services; and

Whereas, the State of Illinois ("the State") entered into a contract on November 5, 2010 for the provision of services by the Consultant for the State relative to A&E services for a Fiber Optic Network ("the State Contract); and

Whereas the County through the State-County collaboration, wishes to leverage the procurement efforts of the State; and

Whereas, the County through the Bureau of Technology, desires certain similar services of the Consultant; and

Whereas, the Consultant agrees to provide the County, Cook County Broadband Technologies Partnership Phase III – Statement of Work incorporated as Exhibit 1; and

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

Whereas, the County and the Consultant agree to the Terms and Conditions as stated in the State Contract, hereto incorporated by reference as Exhibit 3, State Contract all as may be applicable to the County, excluding Appendices A, B, and D of the State Contract, which are not applicable and are replaced with County Exhibits that are attached to this document; 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 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	State Contract (CMS Contract 1473740)
Exhibit 4	Evidence of Insurance

EXHIBIT 1
County Statement of Work

Overview

Cook County in conjunction with the Illinois Century Network (ICN), City of Chicago (City) and the Chicago Transit Authority (CTA) plan to create a fiber network that includes major County anchor institutions along the County's western and eastern corridors. This Network will be a collaborative effort utilizing existing or planned ICN fiber, fiber from the CTA and other providers as well as new build lateral segments from existing fiber to the identified anchor institutions. This Phase III of the project will provide fiber connectivity to the Cook County Administration Building (69 W Washington), Daley Center (50 West Washington), Cook County Building (118 N Clark Street), ***the*** Hawthorne Warehouse (4545 W. Cermak) and Provident Hospital (500 E 51st Street).

Approach

This Statement of Work (SOW) shall be completed by Segment as directed by the County to insure all engineered segments can be built within the present overall project budget. County written approval will be required at the end of each segment before proceeding with the next segment.

Statement of Work

Description of work to be performed:

1. ***Daley Center to 69 W Washington Street Segment***

GEC will design a fiber optic path from a designated rack at the Cook County facilities at 50 West Washington Street (Daley Center) Room CL 127 to a designated rack at the County Server Farm Location on the 24th Floor at 69 West Washington Street.

2. ***Daley Center to 118 N Clark Street Segment***

GEC will design a fiber optic path from a designated rack at the Cook County facilities at 50 West Washington Street (Daley Center) Room CL 127 to a designated rack at the County Switching Center on the 11th Floor Room 1153 and a designated rack on the 7th floor at 118 N. Clark Street.

3. ***Thompson Center to Hawthorne Warehouse Segment***

Cook County is seeking to establish a redundant fiber Network from existing County fiber at the Thompson Center to the Hawthorne Warehouse utilizing CTA Blue/Pink fiber that will be cross connected at the Thompson Center. This fiber will give Cook County the ability to provide improved data connectivity to the warehouse facility supporting cost effective and scalable data transport services.

GEC will extend the fiber loop from the Courthouse Facility campus to the Hawthorne Warehouse. At this stage, the fiber configuration will consist of a collapsed ring utilizing the

existing CTA Pink Line fiber and newly installed County fiber. GEC will provide a complete design including outside plant and inside plant all the way to the fiber termination racks in the connected facilities.

4. *Thompson Center to Provident Hospital Segment*

Cook County is seeking to establish a redundant fiber Network from existing County fiber at the Thompson Center to Provident Hospital utilizing CTA Green Line fiber that will be cross connected at the Thompson Center. This fiber will give Cook County the ability to provide Provident Hospital with improved data connectivity to support its increased broadband requirements.

GEC will extend the fiber loop from the *Thompson Center to Provident Hospital.* At this stage, the fiber configuration will consist of a collapsed ring utilizing the existing CTA Green Line fiber and newly installed County fiber. GEC will provide a complete design including outside plant and inside plant all the way to the fiber termination racks in the connected facilities.

Required activities for all segments include:

- *Performance of site surveys to determine status of current facilities.*
- *Evaluation of existing fiber availability from both public and private owners to provide connectivity between the designated sites.*
- *Engineering design to provision fiber connectivity between the designated facilities.*
- *The approved design shall be used in a bid process to select a qualified construction contractor.*
- *Development of the bid invitation, construction specifications and drawings.*
- *Provision of a construction cost estimate, assistance with contractor selection process, and construction management.*
- *Identification of and help in obtaining construction permits.*
- *Overall construction management to insure compliance with specifications and general quality assurance.*
- *Regular construction site oversight and supporting photographic documentation*
- *Construction cost estimates by Segment*

DETAILED DESIGN

- Physical route design
- Access points
- Splice locations
- Pull box, hand-hole locations
- Detailed technology specifications, installation requirements.
- Complete materials lists
- Detailed budget estimates
- Field verification for all critical infrastructure
- Identification and technical assistance with obtaining all required permits and partial permits, easement and rights-of-way
- Provide detailed "as-built" drawings of the Network.
- Provide routine weekly status reports and as-needed updates to the County.
- Create and provide to the County ESRI-compatible GIS database and associated mapping layers for proposed fiber routes with accuracy of 10 feet or better.
- Review test results for conformance to specifications.

FIBER LOCATING

GEC will be responsible for locating County fiber optic cables, conduits, and ducts at the request of the County and the City of Chicago (DIGGER).

The County is not a member of the City of Chicago's DIGGER- Utility Alert Network. DIGGER is a twenty-four (24) service network system established to prevent contractors and private citizens from hitting existing utility line(s), including fiber optic cable, when digging.

The County must become a member of DIGGER based on the County's Broadband project and other future fiber optic projects. GEC is responsible for complying with all DIGGER requirements. DIGGER requests will be processed directly to GEC. GEC must forward to the County the initial request and documentation that the request was processed successfully.

GEC will locate County fiber optic cable within the City limits and within two (2) business days of receiving the request. Locates will be made using standard locating equipment and existing tracer wire (or other means necessary). If GEC is not able to locate fiber, GEC must notify the

City of Chicago Department of Transportation and the County that the fiber has not been located. GEC will mark the location of cables, conduit, and ducts using marking paint and flags spaced every fifteen (15) feet. GEC will inform the County and City of Chicago (DIGGER) within three (3) days of the locate request that the work has been completed and the fiber has been marked. GEC will return the completed DIGGER ticket with the date the locates were completed, the name of the locator, and any information related to the completion of the locate that may be required (e.g. modifications to the locate limits made in the field, record plan updates required by the locate, etc.).

GEC will be provided with the current record plans of the County's Fiber Network. GEC will make corrections to these drawings based on input from the County (GEC will not field verify the accuracy of the County delivered drawings) and provide current drawings to the County in electronic and hard copy format on an as needed basis such that the County always has up-to-date records available. Any revisions must be completed within thirty (30) calendar days after the completion of the work. GEC will be required to update record drawings to account for any relocation or expansion of the System and GEC will complete these 'as-built" drawings as part of the scope of this project.

GEC is required to provide monthly summary of locating activity as required and as a minimum submit quarterly reporting.

ASSUMPTIONS

Cook County will not be able to produce existing infrastructure as-builts and GEC needs to research duct availability or location of existing fiber optic cable. The CTA will provide information regarding where to splice into their fiber at both ends. GEC will work with the other County agencies to identify detailed network requirements.

Change Management Process

Change Management Process will be based on the current Cook County Change Management Procedures. No work on changes to the project scope will be started prior to being so authorized by the Cook County authorized representative.

Project Management

GEC will provide ongoing project management and full coordination of all aspects of the project. The project management function will provide the primary line of communications between the GEC and the County. The project management function will provide the County with the current status of the project including critical issues impacting project schedule and task completion

Upon authorization, GEC willl proceed with the development of a Detailed Project Plan that addresses and documents the characteristics and boundaries of the project and its associated

products and services, as well as the methods of acceptance and scope control. The project plan will include:

- Project objectives, requirements and deliverables
- Project acceptance criteria
- Project boundaries, assumptions and constraints
- Initial project organization
- Initial defined risks
- Schedule milestones
- Initial Work Breakdown Structure
- Project configuration management requirement
- Approval requirements
- Project communications
- Project risk analysis
- Project issues log

The project scope will be developed from direction provided by the Cook County as noted above. Throughout this effort, the main objective is to make sure the scope is properly defined, verified and controlled based on Cook County requirements.

Professional Fees

GEC will develop proposed professional fees by segments one, two, three and four. Projected construction costs will be evaluated by segment to insure all engineered segments can be built within the present overall project budget. The County will provide approval to proceed with the Engineering Services by Segment.

Reimbursable Expenses.

GEC shall be reimbursed for actual costs of each reimbursable service as set forth in the engagement document. Unless approved in writing by Cook County, no mark-up will be allowed. GEC shall provide evidence of an authorized expense when requesting any reimbursement. Should GEC require additional reimbursable expenses or wish to change the allocation of funds assigned to the individual reimbursable, a written request for said change shall be submitted to Cook County for review in a timely fashion. No reimbursable work shall be authorized or expenditure made until a modification has been processed.

EXHIBIT 2
County Schedule of Compensation

Schedule of Rates for 2013/2014

Project Manager	$165.00
Project Engineer	$145.00
Field Observation Engineer	$140.00
Staff Engineer	$125.00
CADD Operator	$ 95.00

Proposal Classification	Average Direct Hourly Rate	OH @ 150%	Direct Rate plus OH	Profit @ 10%	Proposal Rates
Project Manager	$60.00	$90.00	$150.00	$15.00	$165.00
Project Engineer	$52.73	$79.10	$131.83	13.17	$145.00
Field Observation Engineer	$50.91	$76.37	$127.28	$12.72	$140.00
Staff Engineer	$45.45	$68.18	$113.63	$11.37	$125.00
CADD Operator	$34.55	$51.83	$86.38	$8.62	$95.00

Item Description	Delivery Schedule (Business Days)	Cost
Provide complete engineering design services including bid support and construction management for segment #1, Daley Center to 69 West Washington St.		$53,300.00
Provide complete engineering design services including bid support and construction management for segment #2, Daley Center to 118 N. Clark Street.		$48,561.00
Provide complete engineering design services including bid support and construction management for segment #3, Thompson Center to Hawthorne Warehouse.		$104,477.60

Provide complete engineering design services including bid support and construction management for segment #4, Thompson Center to Provident Hospital.		$109,358.60
Fiber Locating Services Annual Fee for 5 (Five) Years (first year rate with 5% annual escalation)		$9,768.04
TOTAL COST		**$325,465.24**

EXHIBIT 3
State Contract (CMS Contract 1473740)

State of Illinois
Central Management Services

PROFESSIONAL SERVICES AGREEMENT

Project Number CMS – IPB Reference #22019279
Contract Number CMS1473740
Total Contract Amount
Professional Liability
Insurance Amount

AGREEMENT,

Made this 5th day of November , 2010

Between the Department of

Central Management Services

of the

STATE OF ILLINOIS ("CMS")

And Globetrotters Engineering Corporation

Principal Office and

Place of Business Located at 300 South Wacker Drive, Suite 400, Chicago IL 60606

Hereinafter referred to as
("Architect-Engineer" or "A/E")

For the following Project(s) A&E Services Statewide Fiber Optic Network

For the use of Central Management Services and other parties as approved by CMS

Hereinafter referred to as the
("CMS" or "User")

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STANDARD CONDITIONS

ARTICLE 1 DEFINITIONS

1.1 **Addendum.** A supplement to the bidding documents, issued prior to the bid opening, for the purpose of clarifying, correcting or otherwise changing the bidding documents previously issued.

1.2 **Agreement.** The agreement is composed of these documents:

A. Professional Services Agreement and Appendices

B. Illinois Capitol Development Board (CDB) Design and Construction Manual dated March 2009 located at http://www.cdb.state.il.us/forms/download/DCM2009.pdf

C. Any Approved Modifications to the Agreement

1.3 **Architect.** Architect means a person who is licensed as an architect by the Department of Financial and Professional Regulation, State of Illinois.

1.4 **Architect Engineer (A/E).** The Architect/Engineer (A/E) is the firm, and its consultants, that perform utility construction design, environmental assessment, bid document preparation, and other duties under contract to CMS. For certain aspects of the project, CMS may use staff to prepare the bidding documents and will act as the A/E.

1.5 **Assigned Contractor.** An assigned contractor is a contractor who has been assigned to the coordinating contractor (ref. 1.9) for the limited purposes of scheduling and coordination of the work. This assignment is limited and CMS retains certain rights of the contract.

1.6 **Change Order.** A change order is a written change in a contract term, other than as specifically provided for in the contract, which authorizes an addition, deletion or revision in the work or necessitates any increase or decrease in the cost of the contract or the time to completion.

1.7 **Modification.** A modification is a written change order to a professional services agreement.

1.8 **Contractor.** The contractor is any individual, firm, partnership, corporation, joint venture or other entity who has entered into a prime construction contract with CMS.

1.9 **Coordinating Contractor.** The designated contractor for the project to whom CMS may assign limited administration of the other contracts.

1.10 **Engineer.** Engineer means a person who is licensed as a professional engineer or a structural engineer by the Department of Financial and Professional Regulation, State of Illinois.

1.11 **Subcontractor and Suppliers.** A subcontractor is any individual, firm, partnership, corporation, joint venture, or other entity, other than the contractor, who furnishes any goods or services of any kind under a subcontract entered into with a construction contract with CMS's prime contractors. This legal definition shall govern in general, but various contract Articles herein shall distinguish between a subcontractor and a supplier. In those cases, a subcontractor is a business entity that has responsibility for a portion of the work that includes onsite installation labor. Suppliers are business entities that furnish only goods produced off site which will be incorporated into the work by others. The clause on change orders and others makes such a distinction.

1.12 **Consultant.** A consultant is any individual, firm, partnership, corporation or other entity that enters into an agreement with the A/E firm contracting with CMS for purposes of fulfilling, or assisting the A/E in fulfilling the services required by this agreement between the A/E and CMS.

1.13 **User or Using Agency.** State agency or governmental entity benefiting from the project and that will utilize this agreement for services as part of the project.

1.14 **Moveable Equipment.** Equipment that is not fixed to the telecom infrastructure and/or is not permanently wired or plumbed in. Moveable equipment is not designed by the A/E nor installed by the Contractor(s). A budget amount for moveable equipment may be included in the total project funding, but that amount will not be included in the Construction Budget and shall not be used in the calculation of the Basic Services Fee.

1.15 **Work.** The work comprises the complete construction required by the contract documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.16 **Substantial Completion.** A condition which occurs when CMS accepts the certification of the A/E that construction is sufficiently complete in accord with the contract documents such that the project, or a designated portion thereof, may be occupied or utilized by the using agency for its intended purpose.

1.17 **Final Acceptance.** A condition which occurs when CMS accepts the certification of the A/E that the contractor has complied with all requirements of its contract, and that the contractor is authorized to receive final payment in full, including all retainage.

ARTICLE 2 A/E'S RIGHTS AND RESPONSIBILITIES

2.1 **A/E's Principal in Charge.** The A/E shall designate a principal in charge for the agreement. CMS shall address all questions and concerns about this agreement and the A/E's performance of its duties of the agreement to the A/E's principal in charge.

2.2 **Federal and State Laws.** All applicable Federal and State laws and the rules and regulations of all authorities having jurisdiction over the design of the project shall apply to the agreement throughout, and they will be deemed to be included in the contract the same as though written therein in full.

2.3 **Project Codes, Standards and Regulations.** The A/E shall prepare the bidding documents in accordance with American Standards Institute, Telecommunications Industry Association, and Electronic Industries Alliance standards (ANSI/TIA/EIA-758). In addition A/E will reference and adhere to OSHA, NEC, and NESC Standards, Practices, Codes and Regulation related to installation.

2.4 **Building Codes.** (In regard to Pre-fabricated Communication Huts or similar type building structures) The A/E shall design the project in substantial compliance with building codes formally adopted by the unit of local government in which the project is located. The design shall be prepared in accordance with all applicable codes and standards in effect at the time bidding documents are issued. All requests for deviation shall be documented by the A/E in writing and subject to approval by CMS.

2.5 **Legal Responsibility.** Notwithstanding any other provision herein, the A/E shall perform all of its services in conformity with the standards of reasonable care and skill of the profession. The A/E shall be responsible for the performance of persons retained by the A/E and states that its consultants, subcontractors, agents, employees and officers shall possess the experience, knowledge and character to properly perform their duties.

2.6 Standard of Project Quality. The A/E shall exercise professional expertise and judgment in establishing a standard of quality appropriate for each project and its budget. The standard shall be communicated to CMS and the using agency early in the design process for review.

2.7 A/E's Consultants. The A/E shall employ, and be contractually responsible for all consultants necessary for the performance of the services herein described and be required to complete the project scope.

A/E shall describe below the names and addresses of all authorized consultants to be utilized by A/E in the performance of this contract, together with a description of the work to be performed by the consultant and the anticipated amount of money that each consultant is expected to receive pursuant to this contract. A/E shall provide a copy of any subcontracts within 20 days of execution of this contract.

Consultant Name: SPAAN Tech, Inc.
Amount to be paid: To Be Determined Later
Address: 311 South Wacker Drive, Suite 2400, Chicago, IL 60606
Description of work: Specifications and bidding process, Permits, easement and rights-of-way, Project Management and construction observation.

Consultant Name: HBK Engineering
Amount to be paid: To Be Determined Later
Address: 921 West Van Buren Street, Suite 100, Chicago, IL 60607
Description of work: High level engineering, planning and budget activities, Segment-by-Segment detailed design, Permits, easements and rights-of-way, Project Management and construction observation.

Consultant Name: Adesta
Amount to be paid: To Be Determined Later
Address: 1428 Sherman Road, Romeoville, IL 60446
Description of work: High level engineering, planning and budget activities, Segment-by-Segment detailed design, Specifications and bidding process, Permits, easements and rights-of-way.

The A/E shall notify CMS of any additional or substitute consultants hired during the term of this contract. A/E shall provide to CMS a copy of all such subcontracts within 20 days of execution of the subcontract.

A/E shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from CMS.

2.8 Construction Supervision. The A/E shall not be responsible for construction means, methods, techniques, sequences, procedures, supervision or for safety precautions and programs in conjunction with the project or work thereon.

2.9 Contractor Performance Evaluation. The A/E will, at the completion of construction and as requested by the CMS Project Management Team (CMS PM Team), prepare an evaluation of each contractor's performance.

2.10 Defaulting Contractor. The A/E, in the event of default by any contractor, agrees to work in concert with CMS and the surety for the defaulted contractor to ensure completion of the contract. The A/E may be entitled to additional compensation for services provided in assisting CMS in completion of the defaulted contract, included, but not limited to hiring of new contractors, supervision or observation of work, and additional punch list work. Services shall be billed on an hourly basis based on actual hours incurred at the billing rates listed in Appendix B.

2.11 Redesign. Should the lowest responsible competitive bid obtained on any contract be in excess of the final detailed statement of probable construction costs, to the extent that CMS elects not to award the contract, CMS may request the A/E, in consultation with CMS, to redesign and re-bid the project within the statement of probable construction costs at no additional compensation including miscellaneous expenses such as bid document printing and postage. However, should CMS elect not to redesign, the A/E shall not lose its right to compensation in accordance with Article 6.

2.12 Addenda and Change Orders. Upon notice or discovery, and as directed by the CMS PM Team, the A/E shall perform the required professional services to issue an addenda to the bidding documents, or change orders to the contract documents, to correct or clarify errors, omissions, or ambiguities. This service shall be performed without additional compensation.

2.13 Project Schedule. The A/E will be required to maintain the schedule without delay. The CMS PM Team along with the A/E will establish a project schedule that adheres to the NTIA BTOP rules and guidelines pertaining to scheduling requirements. Changes to the schedule will be by written modification duly executed by both parties.

The following project deadlines shall be adhered to:

January 8, 2011 – A/E submission of draft Environmental Assessment to CMS

January 31, 2011 – CMS to submit Final Environmental Assessment to NTIA

July 31, 2012 – Substantial Completion of Project as defined by NTIA BTOP requirements.

July 31, 2013 – 100% Completion of Project as defined by NTIA BTOP requirements.

2.14 Schedule of Work. Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

ARTICLE 3 CMS RIGHTS AND RESPONSIBILITIES

3.1 Project Management Team (CMS PM Team)

A. CMS will designate a PM Team for the project who shall be CMS's primary representative in the administration of this agreement. The A/E will report to the CMS PM Team. CMS will designate a primary contact for the CMS PM Team for notice and communication for operational matters.

B. The CMS PM Team shall be the liaison between the A/E and the using agency. All correspondence between the A/E and the using agency shall be communicated to the CMS PM Team.

3.2 CMS Review. CMS shall have the right to review and accept the A/E's submittal of the respective phases of design services for conformance with the provisions of this agreement and to require a written response to all questions raised regarding such services. CMS's review and any acceptance of the A/E's submittal does not relieve the A/E of its responsibilities.

3.3 Interpretation of Agreement. CMS shall have the authority to determine questions of fact that arise in relation to the interpretation of this agreement and the A/E's performance hereunder. In the event the parties disagree with such determination, the A/E shall proceed diligently with the performance of this agreement and in accordance with CMS's decision whether or not the A/E or anyone else has an active claim pending. Continuation of the performance of this agreement shall not be construed as a waiver of any rights accruing to the A/E.

3.4 Error/Omission Change Order Policy. CMS reserves the right to recover from the A/E all or a portion of the costs associated with change orders issued to correct errors or work omitted in the construction documents prepared by the A/E, but not consequential damages.

3.5 Ownership, Dissemination and Publication of Documents. The drawings, specifications, reports, renderings, models, electronic media and all such other documents to be prepared and furnished by the A/E pursuant to this agreement, including the copyrights, shall be the property of CMS. All documents listed above may be issued for informational purposes without additional compensation to the A/E. The A/E is prohibited from using any materials noted herein for any purpose that may misrepresent the services they provided.

3.6 A/E Performance Evaluations. CMS will evaluate the performance of the A/E at the completion of the design and construction phases or as deemed appropriate. CMS may also request the using agency or contractors to evaluate the A/E. The A/E has the right to review and respond to its performance evaluations.

ARTICLE 4 COMPENSATION AND PAYMENT

4.1 Appendices A and B. Attachments to the agreement that delineate the compensation to the A/E for the various services agreed upon and establishes the project schedule for the work to be performed for the Department of Central Management Services and any sub-recipients of the NTIA BTOP grant funds. Each compensation amount or reimbursable budget established will be exclusive for that service only and shall not be used for other services without written modification duly executed by both parties per Article 4.3. The fee for any services ordered by any other User or Using Agency will be negotiated based upon the work to be performed.

4.2 Basic Services Fee. As compensation for design, bidding, construction and close-out phase services under the agreement, the A/E shall receive the basic services fee as set forth in Appendices A & B.

A. Design Phase Compensation. Based on the estimated construction cost of each bid package, progress payments shall be paid to the A/E upon successful completion of each level. Progress payments proportional to the percentage of completion of services may be made monthly. To be eligible for monthly progress payments, A/E shall submit evidence of services completed that is acceptable to the CMS PM Team.

B. Bidding Phase Compensation. This compensation is payable upon completion of the analysis of bids received and submittal of acceptable electronic and paper bidding documents to CMS for each bid package issued. Compensation for services performed in this phase is payable to the A/E regardless of CMS's ability to award the project based on bids received as compared to available funds.

C. Construction Phase Compensation. Progress payments will be paid to the A/E in installments proportional to the percentage of time elapsed during construction as compared to the entire construction period of 16 months.

D. Project Closeout Phase Compensation. This compensation is payable in one lump sum payment upon completion of all contracted services as set forth in Article 15, (Project Closeout Phase). In circumstances of protracted duration of the closeout phase through no fault of the A/E, the A/E may petition the CMS PM TEAM for partial compensation for services completed.

E. The expense of administering subcontracts shall be considered a basic service.

4.3 Changes in Contract Scope or Compensation

A. Changes to the contract may only be made by written modification duly executed by both parties.

B. A/E will not perform any work outside the written scope of work or any work reflecting a scope change (as described in Article 4.4) until a written modification pertaining to same has been executed.

C. Reimbursables (including on-site observation) may only be expended per the line-item description and amount listed on Appendix A. No reimbursable work may be authorized or paid for in excess of the individual line item amount or for work other than the individual line item description.

D. Upon receipt of the A/E's final payment application and in accordance with Article 15.7.C, CMS shall be permitted to make final adjustments to the budgetary values indicated on Appendix A to reflect actual expenditures without written modification duly executed by the contracting parties.

4.4 Changes in Scope and Funding. Should CMS elect to change the project scope to the extent that services to be performed by the A/E are substantially altered, then CMS and the A/E will negotiate an equitable adjustment in the A/E's compensation per Article 4.3.

A. Changes to design requested or approved by CMS in the preparation of the bidding documents may be compensable as additional services if the requested change adds services or requires revisions to previously accepted documents.

B. Supplemental funding of a project shall not be cause for additional compensation without substantial modification to the scope of work or scope of A/E services.

4.5 Additional Services. The A/E shall provide additional services germane to the agreement when authorized by CMS in writing. Compensation, as agreed to and set forth in such authorization, will be based on a negotiated lump sum fee. Payment for additional services shall be made upon completion of the services or as otherwise agreed upon in writing with CMS.

A. At CMS's option, compensation may be based on a negotiated not-to exceed fee payable at actual hours expended times the applicable billing rate shown on Appendix B. Evidence of time expended shall be furnished to receive payment.

B. Change orders which alter the project scope shall, with prior approval of the CMS PM Team, be prepared and processed as additional services.

4.6 On-Site Representative Compensation. Appendix A indicates the allowance for on-site compensation. A/E must provide site visit reports to receive compensation as set-forth herein. Should the A/E anticipate a need for additional on-site compensation, a written request for said expenses shall be submitted to CMS for review in a timely fashion. No additional on-site observation beyond that authorized in the contract shall be done until a modification has been executed per Article 4.3.

A. The A/E shall be reimbursed the actual hours expended, including travel, times the applicable billing rate set forth in the Billing Rate Schedule in Appendix B.

B. Full-time, on-site representatives (5 days/week) shall be reimbursed for travel time. Full and Part-time on-site representatives will be reimbursed the actual hours expended, including travel, times the applicable billing rate set forth in the Billing Rate Schedule in Appendix B.

State of Illinois
Central Management Services

PROFESSIONAL SERVICES AGREEMENT

Project Number CMS – IPB Reference #22019279
Contract Number CMS1473740
Total Contract Amount
Professional Liability
Insurance Amount

AGREEMENT,

Made this 5th day of November , 2010

Between the Department of

Central Management Services

of the

STATE OF ILLINOIS ("CMS")

And Globetrotters Engineering Corporation

Principal Office and

Place of Business Located at 300 South Wacker Drive, Suite 400, Chicago IL 60606

Hereinafter referred to as
("Architect-Engineer" or "A/E")

For the following Project(s) A&E Services Statewide Fiber Optic Network

For the use of Central Management Services and other parties as approved by CMS

Hereinafter referred to as the
("CMS" or "User")

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STANDARD CONDITIONS

ARTICLE 1 DEFINITIONS

1.1 **Addendum.** A supplement to the bidding documents, issued prior to the bid opening, for the purpose of clarifying, correcting or otherwise changing the bidding documents previously issued.

1.2 **Agreement.** The agreement is composed of these documents:

A. Professional Services Agreement and Appendices

B. Illinois Capitol Development Board (CDB) Design and Construction Manual dated March 2009 located at http://www.cdb.state.il.us/forms/download/DCM2009.pdf

C. Any Approved Modifications to the Agreement

1.3 **Architect.** Architect means a person who is licensed as an architect by the Department of Financial and Professional Regulation, State of Illinois.

1.4 **Architect Engineer (A/E).** The Architect/Engineer (A/E) is the firm, and its consultants, that perform utility construction design, environmental assessment, bid document preparation, and other duties under contract to CMS. For certain aspects of the project, CMS may use staff to prepare the bidding documents and will act as the A/E.

1.5 **Assigned Contractor.** An assigned contractor is a contractor who has been assigned to the coordinating contractor (ref.1.9) for the limited purposes of scheduling and coordination of the work. This assignment is limited and CMS retains certain rights of the contract.

1.6 **Change Order.** A change order is a written change in a contract term, other than as specifically provided for in the contract, which authorizes an addition, deletion or revision in the work or necessitates any increase or decrease in the cost of the contract or the time to completion.

1.7 **Modification.** A modification is a written change order to a professional services agreement.

1.8 **Contractor.** The contractor is any individual, firm, partnership, corporation, joint venture or other entity who has entered into a prime construction contract with CMS.

1.9 **Coordinating Contractor.** The designated contractor for the project to whom CMS may assign limited administration of the other contracts.

1.10 **Engineer.** Engineer means a person who is licensed as a professional engineer or a structural engineer by the Department of Financial and Professional Regulation, State of Illinois.

1.11 **Subcontractor and Suppliers.** A subcontractor is any individual, firm, partnership, corporation, joint venture, or other entity, other than the contractor, who furnishes any goods or services of any kind under a subcontract entered into with a construction contract with CMS's prime contractors. This legal definition shall govern in general, but various contract Articles herein shall distinguish between a subcontractor and a supplier. In those cases, a subcontractor is a business entity that has responsibility for a portion of the work that includes onsite installation labor. Suppliers are business entities that furnish only goods produced off site which will be incorporated into the work by others. The clause on change orders and others makes such a distinction.

1.12 **Consultant.** A consultant is any individual, firm, partnership, corporation or other entity that enters into an agreement with the A/E firm contracting with CMS for purposes of fulfilling, or assisting the A/E in fulfilling the services required by this agreement between the A/E and CMS.

1.13 **User or Using Agency.** State agency or governmental entity benefiting from the project and that will utilize this agreement for services as part of the project.

1.14 **Moveable Equipment.** Equipment that is not fixed to the telecom infrastructure and/or is not permanently wired or plumbed in. Moveable equipment is not designed by the A/E nor installed by the Contractor(s). A budget amount for moveable equipment may be included in the total project funding, but that amount will not be included in the Construction Budget and shall not be used in the calculation of the Basic Services Fee.

1.15 **Work.** The work comprises the complete construction required by the contract documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.16 **Substantial Completion.** A condition which occurs when CMS accepts the certification of the A/E that construction is sufficiently complete in accord with the contract documents such that the project, or a designated portion thereof, may be occupied or utilized by the using agency for its intended purpose.

1.17 **Final Acceptance.** A condition which occurs when CMS accepts the certification of the A/E that the contractor has complied with all requirements of its contract, and that the contractor is authorized to receive final payment in full, including all retainage.

ARTICLE 2 A/E'S RIGHTS AND RESPONSIBILITIES

2.1 A/E's Principal in Charge. The A/E shall designate a principal in charge for the agreement. CMS shall address all questions and concerns about this agreement and the A/E's performance of its duties of the agreement to the A/E's principal in charge.

2.2 Federal and State Laws. All applicable Federal and State laws and the rules and regulations of all authorities having jurisdiction over the design of the project shall apply to the agreement throughout, and they will be deemed to be included in the contract the same as though written therein in full.

2.3 Project Codes, Standards and Regulations. The A/E shall prepare the bidding documents in accordance with American Standards Institute, Telecommunications Industry Association, and Electronic Industries Alliance standards (ANSI/TIA/EIA-758). In addition A/E will reference and adhere to OSHA, NEC, and NESC Standards, Practices, Codes and Regulation related to installation.

2.4 Building Codes. (In regard to Pre-fabricated Communication Huts or similar type building structures) The A/E shall design the project in substantial compliance with building codes formally adopted by the unit of local government in which the project is located. The design shall be prepared in accordance with all applicable codes and standards in effect at the time bidding documents are issued. All requests for deviation shall be documented by the A/E in writing and subject to approval by CMS.

2.5 Legal Responsibility. Notwithstanding any other provision herein, the A/E shall perform all of its services in conformity with the standards of reasonable care and skill of the profession. The A/E shall be responsible for the performance of persons retained by the A/E and states that its consultants, subcontractors, agents, employees and officers shall possess the experience, knowledge and character to properly perform their duties.

2.6 Standard of Project Quality. The A/E shall exercise professional expertise and judgment in establishing a standard of quality appropriate for each project and its budget. The standard shall be communicated to CMS and the using agency early in the design process for review.

2.7 A/E's Consultants. The A/E shall employ, and be contractually responsible for all consultants necessary for the performance of the services herein described and be required to complete the project scope.

A/E shall describe below the names and addresses of all authorized consultants to be utilized by A/E in the performance of this contract, together with a description of the work to be performed by the consultant and the anticipated amount of money that each consultant is expected to receive pursuant to this contract. A/E shall provide a copy of any subcontracts within 20 days of execution of this contract.

Consultant Name: SPAAN Tech, Inc.
Amount to be paid: To Be Determined Later
Address: 311 South Wacker Drive, Suite 2400, Chicago, IL 60606
Description of work: Specifications and bidding process, Permits, easement and rights-of-way, Project Management and construction observation.

Consultant Name: HBK Engineering
Amount to be paid: To Be Determined Later
Address: 221 West Van Buren Street, Suite 100, Chicago, IL 60607
Description of work: High level engineering, planning and budget activities, Segment-by-Segment detailed design, Permits, easements and rights-of-way, Project Management and construction observation.

Consultant Name: Adesta
Amount to be paid: To Be Determined Later
Address: 1428 Sherman Road, Romeoville, IL 60446
Description of work: High level engineering, planning and budget activities, Segment-by-Segment detailed design, Specifications and bidding process, Permits, easements and rights-of-way.

The A/E shall notify CMS of any additional or substitute consultants hired during the term of this contract. A/E shall provide to CMS a copy of all such subcontracts within 20 days of execution of the subcontract.

A/E shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from CMS.

2.8 Construction Supervision. The A/E shall not be responsible for construction means, methods, techniques, sequences, procedures, supervision or for safety precautions and programs in conjunction with the project or work thereon.

2.9 Contractor Performance Evaluation. The A/E will, at the completion of construction and as requested by the CMS Project Management Team (CMS PM Team), prepare an evaluation of each contractor's performance.

2.10 Defaulting Contractor. The A/E, in the event of default by any contractor, agrees to work in concert with CMS and the surety for the defaulted contractor to ensure completion of the contract. The A/E may be entitled to additional compensation for services provided in assisting CMS in completion of the defaulted contract, included, but not limited to hiring of new contractors, supervision or observation of work, and additional punch list work. Services shall be billed on an hourly basis based on actual hours incurred at the billing rates listed in Appendix B.

2.11 Redesign. Should the lowest responsible competitive bid obtained on any contract be in excess of the final detailed statement of probable construction costs, to the extent that CMS elects not to award the contract, CMS may request the A/E, in consultation with CMS, to redesign and re-bid the project within the statement of probable construction costs at no additional compensation including miscellaneous expenses such as bid document printing and postage. However, should CMS elect not to redesign, the A/E shall not lose its right to compensation in accordance with Article 6.

2.12 Addenda and Change Orders. Upon notice or discovery, and as directed by the CMS PM Team, the A/E shall perform the required professional services to issue an addenda to the bidding documents, or change orders to the contract documents, to correct or clarify errors, omissions, or ambiguities. This service shall be performed without additional compensation.

2.13 Project Schedule. The A/E will be required to maintain the schedule without delay. The CMS PM Team along with the A/E will establish a project schedule that adheres to the NTIA BTOP rules and guidelines pertaining to scheduling requirements. Changes to the schedule will be by written modification duly executed by both parties.

The following project deadlines shall be adhered to:

January 8, 2011 – A/E submission of draft Environmental Assessment to CMS

January 31, 2011 – CMS to submit Final Environmental Assessment to NTIA

July 31, 2012 – Substantial Completion of Project as defined by NTIA BTOP requirements.

July 31, 2013 – 100% Completion of Project as defined by NTIA BTOP requirements.

2.14 Schedule of Work. Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

ARTICLE 3 CMS RIGHTS AND RESPONSIBILITIES

3.1 Project Management Team (CMS PM Team)

A. CMS will designate a PM Team for the project who shall be CMS's primary representative in the administration of this agreement. The A/E will report to the CMS PM Team. CMS will designate a primary contact for the CMS PM Team for notice and communication for operational matters.

B. The CMS PM Team shall be the liaison between the A/E and the using agency. All correspondence between the A/E and the using agency shall be communicated to the CMS PM Team.

3.2 CMS Review. CMS shall have the right to review and accept the A/E's submittal of the respective phases of design services for conformance with the provisions of this agreement and to require a written response to all questions raised regarding such services. CMS's review and any acceptance of the A/E's submittal does not relieve the A/E of its responsibilities.

3.3 Interpretation of Agreement. CMS shall have the authority to determine questions of fact that arise in relation to the interpretation of this agreement and the A/E's performance hereunder. In the event the parties disagree with such determination, the A/E shall proceed diligently with the performance of this agreement and in accordance with CMS's decision whether or not the A/E or anyone else has an active claim pending. Continuation of the performance of this agreement shall not be construed as a waiver of any rights accruing to the A/E.

3.4 Error/Omission Change Order Policy. CMS reserves the right to recover from the A/E all or a portion of the costs associated with change orders issued to correct errors or work omitted in the construction documents prepared by the A/E, but not consequential damages.

3.5 Ownership, Dissemination and Publication of Documents. The drawings, specifications, reports, renderings, models, electronic media and all such other documents to be prepared and furnished by the A/E pursuant to this agreement, including the copyrights, shall be the property of CMS. All documents listed above may be issued for informational purposes without additional compensation to the A/E. The A/E is prohibited from using any materials noted herein for any purpose that may misrepresent the services they provided.

3.6 A/E Performance Evaluations. CMS will evaluate the performance of the A/E at the completion of the design and construction phases or as deemed appropriate. CMS may also request the using agency or contractors to evaluate the A/E. The A/E has the right to review and respond to its performance evaluations.

ARTICLE 4 COMPENSATION AND PAYMENT

4.1 Appendices A and B. Attachments to the agreement that delineate the compensation to the A/E for the various services agreed upon and establishes the project schedule for the work to be performed for the Department of Central Management Services and any sub-recipients of the NTIA BTOP grant funds. Each compensation amount or reimbursable budget established will be exclusive for that service only and shall not be used for other services without written modification duly executed by both parties per Article 4.3. The fee for any services ordered by any other User or Using Agency will be negotiated based upon the work to be performed.

4.2 Basic Services Fee. As compensation for design, bidding, construction and close-out phase services under the agreement, the A/E shall receive the basic services fee as set forth in Appendices A & B.

A. Design Phase Compensation. Based on the estimated construction cost of each bid package, progress payments shall be paid to the A/E upon successful completion of each level. Progress payments proportional to the percentage of completion of services may be made monthly. To be eligible for monthly progress payments, A/E shall submit evidence of services completed that is acceptable to the CMS PM Team.

B. Bidding Phase Compensation. This compensation is payable upon completion of the analysis of bids received and submittal of acceptable electronic and paper bidding documents to CMS for each bid package issued. Compensation for services performed in this phase is payable to the A/E regardless of CMS's ability to award the project based on bids received as compared to available funds.

C. Construction Phase Compensation. Progress payments will be paid to the A/E in installments proportional to the percentage of time elapsed during construction as compared to the entire construction period of 16 months.

D. Project Closeout Phase Compensation. This compensation is payable in one lump sum payment upon completion of all contracted services as set forth in Article 15, (Project Closeout Phase). In circumstances of protracted duration of the closeout phase through no fault of the A/E, the A/E may petition the CMS PM TEAM for partial compensation for services completed.

E. The expense of administering subcontracts shall be considered a basic service.

4.3 Changes in Contract Scope or Compensation

A. Changes to the contract may only be made by written modification duly executed by both parties.

B. A/E will not perform any work outside the written scope of work or any work reflecting a scope change (as described in Article 4.4) until a written modification pertaining to same has been executed.

C. Reimbursables (including on-site observation) may only be expended per the line-item description and amount listed on Appendix A. No reimbursable work may be authorized or paid for in excess of the individual line item amount or for work other than the individual line item description.

D. Upon receipt of the A/E's final payment application and in accordance with Article 15.7.C, CMS shall be permitted to make final adjustments to the budgetary values indicated on Appendix A to reflect actual expenditures without written modification duly executed by the contracting parties.

4.4 Changes in Scope and Funding. Should CMS elect to change the project scope to the extent that services to be performed by the A/E are substantially altered, then CMS and the A/E will negotiate an equitable adjustment in the A/E's compensation per Article 4.3.

A. Changes to design requested or approved by CMS in the preparation of the bidding documents may be compensable as additional services if the requested change adds services or requires revisions to previously accepted documents.

B. Supplemental funding of a project shall not be cause for additional compensation without substantial modification to the scope of work or scope of A/E services.

4.5 Additional Services. The A/E shall provide additional services germane to the agreement when authorized by CMS in writing. Compensation, as agreed to and set forth in such authorization, will be based on a negotiated lump sum fee. Payment for additional services shall be made upon completion of the services or as otherwise agreed upon in writing with CMS.

A. At CMS's option, compensation may be based on a negotiated not-to exceed fee payable at actual hours expended times the applicable billing rate shown on Appendix B. Evidence of time expended shall be furnished to receive payment.

B. Change orders which alter the project scope shall, with prior approval of the CMS PM Team, be prepared and processed as additional services.

4.6 On-Site Representative Compensation. Appendix A indicates the allowance for on-site compensation. A/E must provide site visit reports to receive compensation as set-forth herein. Should the A/E anticipate a need for additional on-site compensation, a written request for said expenses shall be submitted to CMS for review in a timely fashion. No additional on-site observation beyond that authorized in the contract shall be done until a modification has been executed per Article 4.3.

A. The A/E shall be reimbursed the actual hours expended, including travel, times the applicable billing rate set forth in the Billing Rate Schedule in Appendix B.

B. Full-time, on-site representatives (5 days/week) shall be reimbursed for travel time. Full and Part-time on-site representatives will be reimbursed the actual hours expended, including travel, times the applicable billing rate set forth in the Billing Rate Schedule in Appendix B.

4.7 Reimbursable Expenses. The A/E shall be reimbursed for actual costs of each reimbursable service as set forth in Appendix A. Unless approved in writing by CMS, no mark-up will be allowed. The A/E shall provide evidence of an authorized expense when requesting any reimbursement. Should the A/E require additional reimbursable expenses or wish to change the allocation of funds assigned to the individual reimbursable line items in Appendix A, a written request for said change shall be submitted to CMS for review in a timely fashion. No reimbursable work shall be authorized or expenditure made until a modification has been processed per Article 4.3.

4.8 Withholding of Payments.

A. CMS may withhold payments, in whole or in part, for a material breach of the agreement, including but not limited to, the A/E's failure to perform services or meet the schedule, design errors or omissions, failure to pay consultants and failure to adhere to terms of this agreement.

B. Pursuant to 15 ILCS 405/10.05, CMS reserves the right to withhold payments as a set off when the A/E is liable to CMS in connection with any agreement, past or present, that the A/E has performed for CMS. When payments are withheld, CMS will notify the A/E in writing.

4.9 Orders. Orders against the resulting contracts will be made by the State using a State approved order form (a Basic Ordering Agreement "BOA" or other mutually agreeable form), as the need arises. Using Agencies will use their own purchase order form. Each individual order will have its own ship to address.

4.10 Pay Request. A/E requests for compensation shall be in accordance with Appendices A and B of the agreement and as described in this section. A/E invoices shall match the State approved order form in cost and shall be justified by providing a timesheet backup and/or rate card backup based upon fees for services rendered as listed in Appendix B. CMS shall be billed on a monthly basis.

4.11 Performance of Services. Payments of the Basic Services fee are based, in part, on the assumption that the entire contracted scope of services will be performed (i.e., construction of the contemplated fiber optic network at total construction/project cost of $49,340,000 or less). If the entire contracted scope of services is not performed by the A/E, then CMS reserves the right to recoup monies in order to achieve a fair and reasonable compensation. If the A/E is requested to perform services greater than the contract scope (i.e., construction/project costs greater than $49,340,000), the A/E reserves the right to obtain additional fees to obtain a fair and reasonable compensation. Before providing services beyond the scope of the contract that may give rise to a claim for additional fees, the A/E must advise CMS that providing such services may give rise to such a claim for additional fees.

4.12 By submitting an invoice, A/E certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to CMS no later than July 31 of that year; otherwise A/E may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset (30 ILCS 210).

4.13 Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. This shall be A/E's sole remedy for late payments by the State. Payment terms contained on A/E's invoices shall have no force and effect.

4.14 CMS will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

4.15 As a condition of receiving payment A/E must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. A/E is responsible for contacting the Illinois Dept. of Labor 217-782-6206; http://www.state.il.us/agency/idol/index.htm to ensure understanding of prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to CMS upon request.

ARTICLE 5 INSURANCE REQUIREMENTS

5.1 General. The A/E shall purchase and maintain insurance coverage as set forth herein for the life of the agreement. CMS shall exercise sole discretion to determine the acceptability of the A/E's insurance carriers as of the time of contract execution. Subsequent to execution, if the A/E chooses to change carriers, CMS approval is required. Subsequent to execution, if CMS requires the A/E to change carriers due to an erroneous acceptability determination, the additional cost of the change shall be borne by CMS.

5.2 A/E's Duty to Maintain Insurance. The A/E shall have the duty to confirm that the terms of all insurance comply with the agreement. No action or failure to act on the part of CMS shall constitute a waiver of any requirement.

5.3 Failure to Maintain. If CMS determines at any time that the insurance does not meet the requirements, this shall constitute a material breach of the agreement and CMS shall provide prompt notice to the A/E and, in its sole discretion, may take measures to protect itself and the public from the effect of the A/E's breach.

5.4 Evidence of Insurance.

A. The A/E shall file with CMS evidence of complete coverage of all insurance required with the original signature of the insurance company's authorized agent. Fax copies will be accepted:

1. A binder or certificate of insurance, or

2. The complete insurance policy.

B. The agreement will not be executed until acceptable evidence of coverage is on file with CMS. The A/E shall, at its own expense and delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. CMS may stop payment to the A/E if the insurance required is terminated or reduced below the required amounts of coverage. In no event shall any failure of CMS to receive policies or certificates or to demand receipt be construed as a waiver of the A/E's obligation to obtain and keep in force the required insurance and to provide the required evidence of insurance.

C. The Certificates of Insurance shall include CMS as additional named insureds for occurrences arising, in whole or part, out of the work and operations performed. This does not apply to Workers Compensation and Professional Liability policies.

5.5 General Liability Insurance Requirements.

A. Comprehensive Automobile Liability.

1. Required minimum insurance coverages. The policy shall cover owned, non-owned and hired vehicles.

a. $ 500,000 Bodily Injury Per Person

b. $1,000,000 Bodily Injury Per Occurrence

c. $ 500,000 Property Damage Per Occurrence

d. $1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified.

B. Commercial General Liability. Include coverage for premises and operations, broad form property damage, products completed operations, independent contractor's personal injury liability, and contractual obligations. Coverage shall not be excluded because of the A/E's negligence.

1. The general aggregate limit shall be endorsed on a per project basis.

a. $1,000,000 Bodily Injury Per Person

b. $1,000,000 Bodily Injury Aggregate Limit

c. $ 500,000 Property Damage per Occurrence

d. $1,000,000 Property Damage Aggregate Limit

e. $1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence and, in the same aggregate limit, will be accepted in lieu of the separate limits specified above.

C. Umbrella or Excess of Loss Coverage. If the limits specified in Article 5.5.A and 5.5.B are not met, an Umbrella or Excess Liability policy of not less than $1,000,000 for any one occurrence and subject to the same aggregate over the Comprehensive Automobile Liability and Commercial/Comprehensive General Liability coverages is acceptable.

5.6 Worker's Compensation Requirements:

A. Statutory Requirement. Worker's compensation shall be provided in accordance with the provisions of the Illinois Worker's Compensation Act; as amended. Notwithstanding the rating and financial size categories stated in this article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Financial and Professional Regulation, Division of Insurance.

B. The A/E may use a Self-Insured Plan for Worker's Compensation Insurance if the plan is approved by the State of Illinois. For approval, the A/E shall obtain a certificate from the Illinois Industrial Commission, Office of Self-Insurance Administration, Springfield office.

C. Employers Liability

1.	Each accident	$500,000
2.	Disease-policy limit	$500,000
3.	Disease-each employee	$500,000

D. The worker's compensation insurance carrier, or self insurance service agency where applicable, shall certify that, to the best of its knowledge, the A/E has properly reported wage and workforce data and made premium payments in compliance with Illinois' rates and worker classifications.

5.7 Professional Liability Insurance Requirements. Professional liability insurance shall cover the A/E against claims the A/E may become obligated to pay arising out of the performance of the A/E under the agreement and caused by any error or omission of the A/E or of any person employed by the A/E, or any others for whom the A/E is liable. The limit amount of the insurance shall be on a per claim basis.

A. The required coverage is stated in the agreement.

B. If project funding increases, the required coverage amount may be increased by modification.

5.8 CMS and A/E agree that the insurance requirements per this agreement are satisfied in full based on the coverage noted on the attached insurance certificate. (Appendix C)

ARTICLE 6 TERMINATION AND SUSPENSION OF THE AGREEMENT

6.1 Suspension. CMS may suspend this agreement upon written notice. With any suspension of at least 12 months, the agreement will be subject to renegotiation. The A/E shall be paid for services performed prior to the suspension based on the Billing Rate Schedule set forth in Appendix B, plus any reimbursable expenses then due.

6.2 Termination for Convenience. CMS may, for its convenience and with fifteen (15) days prior written notice to the A/E, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation with A/E. The A/E shall deliver to CMS all drawings, specifications, reports, models, electronic media and all such other documents to be prepared and furnished by the A/E in the performance of services under this agreement, whether complete or in progress. The A/E shall be entitled to compensation for services performed in compliance with this contract up to and including the date of termination plus any reimbursable expenses then due and other reasonable and unavoidable non-labor costs. Notwithstanding this, payments for work performed prior to the date of termination are based on the assumption that the entire contracted scope of services will be performed. CMS reserves the right to recoup any or all previous payments, and the right to deduct from the payments then or thereafter due the A/E, in order to establish a fair and reasonable amount of final compensation.

6.3 Availability of Appropriation (30 ILCS 500/20-60). This contract is contingent upon and subject to the availability of funds. CMS, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

6.4 Termination for Cause. CMS may terminate this contract, in whole or in part, immediately upon notice to the A/E if: (a) CMS determines that the actions or inactions of A/E, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) A/E has notified CMS that it is unable or unwilling to perform the contract.

If the A/E fails to perform any of its obligations under this agreement, CMS may, after seven (7) calendar days written notice during which period the A/E fails to perform such obligations, terminate the agreement. This shall be without prejudice to any other remedy CMS may have. CMS reserves the right to recoup any or all previous payments, or deduct from payments due the A/E, then or thereafter, for the cost of correcting such deficiencies with a completing A/E and, including but not limited to, the cost of additional A/E services made necessary by such failure to perform. CMS may take possession of any jobsite facilities, records, etc. and use same to the full extent they could have been used by the A/E. If CMS's expenses in completing the agreement exceed the unpaid balance or the agreement sum, the A/E shall pay the difference to CMS.

Should CMS terminate the A/E after bidding and prior to completion of the project, CMS shall not waive any claim it may have as a result of errors or omissions, except that the terminated A/E shall not be liable for any changes to the documents made by another A/E contracted by CMS to complete the project.

6.5 Contract Ending Date. The agreement shall terminate on the contract ending date as shown on Appendix A. Changes to the contract ending date will be done by written modification duly executed by the contracting parties.

ARTICLE 7 GENERAL PROVISIONS

7.1 Applicable Law. This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at http://www.ilga.gov/legislation/ilcs/ilcs.asp). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

7.2 Severability of Clauses. It is agreed that the illegality or invalidity of any term or clause of this agreement shall not affect the validity of the remainder of this agreement, and the agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

7.3 Waiver of Breach. Except as specifically waived in writing, failure by a party to exercise or enforce a right does not waive that party's right to exercise or enforce that or other rights in the future.

7.4 Notices. Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

Legal Notice to CMS shall be sent to:

Bureau of Communication and Computer Services
ATTN: Deputy Director
120 West Jefferson
Springfield, IL 62702

With a copy to:

CMS General Counsel
720 Stratton Office Building
Springfield, IL 62706

Legal Notice to Globetrotters Engineering Corporation shall be sent to:

Ajay Shah
General Counsel
Globetrotters Engineering Corporation
300 South Wacker Drive
Suite 400
Chicago, IL 60606

7.5 Modifications and Survival. Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between CMS and A/E's terms, conditions and attachments, CMS's terms, conditions and attachments shall prevail.

7.6 Successors and Assigns. CMS and the A/E each binds itself, its partners, successors and assigns and legal representative to other party hereto and the partners, successors, assigns and legal representative of such other party in respect to all covenants, agreements and obligations contained herein.

7.7 Independent Contractor. The A/E is an independent contractor and in providing its services under this agreement shall not represent to any third party that its authority is greater than that granted to it under the terms of the agreement. All payments by CMS shall be made on that basis.

7.8 Work of other Professional Service Firms and Contractors. CMS reserves the right to execute other agreements in connection with the project.

7.9 Indemnification. The A/E hereby agrees to indemnify, keep and save harmless, CMS, the using agency and the State of Illinois and their respective board members, officers, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorneys' fees and expenses, arising out of: (a) any breach or violation by A/E of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed as a result in whole or in party from A/E's negligent performance; or (c) any act, activity or omission of A/E or any of its employees, representatives, subcontractors or agents. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render this provision void or unenforceable. Neither party shall be liable for incidental, special, consequential or punitive damages.

7.10 Non-Assignment. The A/E acknowledges that CMS is induced to enter into this agreement by, among other things, the professional qualifications of the A/E. The A/E agrees that neither this agreement nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of CMS.

7.11 Fair Employment Practice. The A/E agrees in performing this agreement to comply with all statutory employment requirements, including, but not limited to, the provisions of the "Illinois Human Rights Act" (775 ILCS 5/1-101 et seq.) and "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex or national origin in employment under contracts for public buildings or public works" (775 ILCS 10/1 et seq.).

7.12 Audit/Retention of Records (30 ILCS 500/20-65). A/E and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to CMS under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by A/E for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, A/E and its subcontractors must retain their records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. A/E and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of CMS for the recovery of any funds paid by CMS under the contract for which adequate books and records are not available to support the purported disbursement. A/E or subcontractors shall not impose a charge for audit or examination of A/E's books and records.

7.13 Confidentiality. Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. A/E shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. A/E information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

7.14 Cooperation with CMS's Consultants. The A/E agrees to cooperate with any consultant retained by CMS, but the A/E shall not be contractually responsible for such consultants.

7.15 Solicitation and Employment. A/E shall not employ any person employed by the State during the term of this contract to perform any work under this contract. A/E shall give notice immediately to the Agency's director if A/E solicits or intends to solicit State employees to perform any work under this contract.

7.16 Background Check. Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of A/E's and subcontractors officers, employees or agents. A/E or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.

7.17 Anti-Trust Assignment. If A/E does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, A/E shall assign to the State rights, title and interest in and to the claim or cause of action.

7.18 Contractual Authority. The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or

authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement officer or authorized designee signs a master contract on behalf of State agencies, only the Agency that places an order with the A/E shall have any liability to A/E for that order.

7.21 Performance Record / Suspension Upon request of CMS, A/E shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. CMS may consider A/E's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend A/E from doing future business with the State for a specified period of time, or to determine whether A/E can be considered responsible on specific future contract opportunities.

7.22 Freedom of Information Act. This contract and all related public records maintained by, provided to or required to be provided to CMS are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract.

7.23 Time is of the Essence. Time is of the essence with respect to A/E's performance of this contract. A/E shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

7.24 Force Majeure. Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

7.25 Use and Ownership. All work performed or supplies created by A/E under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. A/E hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that A/E may have to such work including any so-called "moral rights" in connection with the work. A/E acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

7.26 Warranties for Supplies and Services. A/E warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the A/E and agreed to by CMS, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. A/E agrees to reimburse CMS for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

A/E shall insure that all manufacturers' warranties are transferred to CMS and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

A/E warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. A/E shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance

with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

7.27 Reporting, Status and Monitoring Specifications. A/E shall notify CMS of any event that may have a material impact on A/E's ability to perform the contract. within five business days of the occurrence of any such event.

By August 31 of each year, A/E shall report the number of qualified veterans and certain ex-offenders hired during A/E's last completed fiscal year. A/E may be entitled to employment tax credit for hiring individuals in those groups (35 ILCS 5/216, 5/217).

ARTICLE 8 STATUTORY REQUIREMENTS

8.1 General. The A/E shall comply with all State and Federal requirements governing the design of the project and this agreement. The A/E, in cooperation with CMS, shall review the project and determine if any of the statutory requirements apply.

8.2 Federally Funded Projects. Certain projects may be funded in full or in part with federal funds which may have specific restrictions. On federally funded projects, standards of the federal agency may supplement or take precedence. Special requirements for individual projects will be provided by the CMS PM Team. This project is subject to all NTIA BTOP requirements found at; http://www2.ntia.doc.gov/.

ARTICLE 9 GENERAL SERVICES

9.1 General. The A/E shall provide the services indicated herein in accordance with the terms and conditions of the agreement.

9.2 Design Criteria and Policies. CMS has adopted CDB design policies in force at the time of execution of this agreement that shall be incorporated into the A/E's basic services. A/E shall comply with all applicable design policies and submission requirements as set forth in the CDB Design and Construction Manual.

9.3 Meetings. The A/E shall be in attendance at, and record minutes of, all meetings required by this agreement throughout the course of the project as set forth herein. A/E shall distribute copies of meeting minutes to participants and other interested parties as directed by the CMS PM Team within seven (7) calendar days. A/E consultants shall attend each meeting as appropriate or as requested by the CMS PM Team. The A/E and CMS PM Team shall determine an appropriate meeting schedule.

A. Design Submittal Review(s).

B. Pre-Bid

C. Pre-Construction

D. Construction Pay/Progress

E. Substantial Completion

F. Final Acceptance

9.4 Progress Reports.

A. The A/E shall submit monthly progress reports of A/E activities to the CMS PM Team, in accordance with NTIA BTOP guidelines. Failure to submit monthly reports may result in delay to A/E's progress payments. The report shall include:

1. Activities completed and items pending since last report.

2. Projected progress.

3. Comparison of schedule and actual progress.

4. Decisions or information required.

5. Other NTIA Requirements as outlined at http://www2.ntia.doc.gov/reporting

B. The A/E shall submit reports in addition to the monthly progress reports upon request by CMS.

9.5 Site Surveys. The A/E shall be required to provide or obtain surveys essential to the design, environmental assessment, and construction of the project as an additional service (Basic Services are defined in Appendix A). A/E is responsible for obtaining its own benchmarks, location of utilities and topography information for establishing construction locations.

9.6 Utility Agreements. The A/E shall review each agreement between a public utility and CMS to confirm that the proposed agreement meets the requirements of the project design..

9.7 Permits, Easements, and Right of ways.

A. Permits. A/E is not responsible for submitting and obtaining permits from municipal, state and federal agencies having jurisdiction over any aspect of the project. (EPA, IEPA, Army Corps of Engineers, Water Reclamation Districts, DOT, Federal Highway, Railroads, etc.). However, A/E will assist CMS and contractor and will offer guidance in obtaining such permits.

B. Easements and Right of ways. A/E will assist CMS in assessing the needs for easements and will offer guidance and assistance to CMS in preparing all required docs for establishing easement agreements between grantor and CMS. The preparation of any documents establishing easement agreements with respect to this project is the responsibility of CMS, but upon mutual agreement of the parties, A/E may undertake the task of preparing all required documents for establishing easement agreements between grantors and CMS and obtaining such easements from grantors.

C. Services provided under Article 9.7 of this Agreement are to be compensated to the A/E as an additional service based on the billing rates included in Appendix B.

D. CMS is responsible for paying for any permits, or the recordation of any documents establishing any easement or right of way. When otherwise agreed to by the parties, A/E or contractor may submit payment for permits or recordation of any documents establishing any easement or right of way and submit cost of such fee to CMS for payment as a reimbursable expense.

9.8 Application of Professional Seals. Final technical reports and all bidding documents shall contain a legible seal, signature, date and license expiration date of the architect, structural engineer or professional engineer responsible for the document or under whose supervision the document was prepared.

A. Drawings, including record drawings, shall be sealed in the prescribed manner above.

B. For project manuals and technical reports the seal shall be provided by the design professional responsible for the overall coordination of the project. If more than one design professional has responsibility for portions of the work, additional seals may be provided on the cover, or on a separate signature sheet immediately following the table of contents.

C. CMS will waive the requirement for professional seal for asbestos abatement projects prepared by a Certified Industrial Hygienist (CIH), providing the CIH binds a copy of its valid IDPH issued license in the Project Manual immediately after the Table of Contents and provides two additional copies of the license to the CMS PM Team.

ARTICLE 10 PROJECT BUDGET AND ESTIMATING

10.1 Project Budget.

A. The project budget is the total funding available for the project. Any changes to the project budget will be issued in writing by the CMS PM Team. The Design Budget indicated on Appendix A represents one hundred percent, (100%), of the construction budget. The Base Bid design cannot exceed the design budget unless authorized in writing by CMS.

B. The A/E shall show the distribution of the project costs among Environmental assessment, design services, and construction services.

10.2 Alternate Bids. The A/E shall prepare the bidding documents to include all elements of the work. When the base bid design clearly exceeds the design budget, the A/E shall evaluate the components of the design and move any portion not essential to the function of the project to an alternate bid. All alternate bids shall be clearly identified on the PPCB form.

A. Alternate bids may not be included in the project without permission of the CMS PM Team.

B. The A/E shall develop in conjunction with the CMS PM Team, an order of priority to be used in awarding alternates.

C. When the base bid design fully accomplishes the scope of work, alternate bids that enhance the base bid qualifies for additional service compensation.

D. CMS may negotiate an adjustment to the construction phase services fee for services not rendered as a result of not awarding any alternate.

10.3 Estimates. Estimates of probable construction costs shall be prepared at each stage of the project design phase. The A/E shall submit these estimates with each review submittal. Itemized and detailed final estimates incorporating all addenda are required prior to the bid opening. CMS reserves the right to cancel the bid opening if the estimate is not submitted prior to the bid opening. The A/E shall be responsible for all costs incurred including re-bidding for failure to comply with the provisions of this Article.

ARTICLE 11 DESIGN PHASE

11.1 Programming.

A. A project scope statement will be supplied by CMS for projects with a simple or well-defined scope. The scope may contain background and justification for the project and quantification

of work items contained in the project. The project scope statement will define the project budget.

B. For new construction and major rehabilitation projects, CMS may provide a program statement describing proposed program activities, space requirements, and equipment needs.

C. In the event a program statement is not provided by CMS and programming is required from the A/E, it will be considered as an additional service with compensation negotiated.

11.2 Moveable Equipment. The responsibility for specifying, purchase and installation of moveable equipment is that of the Department of Central Management Services.

A. A/E will be compensated with Additional Services for any design and specification related to moveable equipment requested by CMS beyond that described above.

11.3 Environmental Assessment. The A/E shall conduct all environmental Assessments as required to satisfy Federal NTIA BTOP requirements provided at http://www2.ntia.doc.gov/compliance#environmental (as described in BTOP's EA Guidance for BTOP Award Recipients, Version 1.4, dated August 2010), for a lump sum fee as shown in Appendix A. The A/E shall perform route feasibility verification as required as an additional service. A/E shall prepare and provide Environmental Assessment documentation as required for NTIA compliance or as requested by CMS.

11.4 Program Analysis/Schematic Design/Design Development

A. The A/E shall review and coordinate the data contained in the project scope statement, consult with designated representatives of CMS and the using agency when required and visit the project sites as required to obtain a thorough understanding of the existing conditions and the project.

B. The A/E shall provide a program analysis report containing the coordinated project scope supplemented by all other information necessary to form a complete basis for the project design. Including field verification of any information provided by CMS and the Using Agency.

1. A/E shall provide a statement of the status of asbestos inspections and/or abatement, if applicable. The A/E shall review the asbestos inspection report and/or management plan, where available, and note any possible disturbances of asbestos-containing materials as a result of the project. Provide a listing of the type and quantity of materials tested positive that will be disturbed. Note also, any materials listed as "assumed" to be positive for containing asbestos and indicate the quantity of samples proposed to be taken and sampled to verify the assumed condition. CDB Form 9 as provided in the CDB Manual for Statewide Asbestos Surveys (most current edition) is an acceptable format for this purpose.

2. Opinion of probable construction costs, including asbestos abatement if applicable, in scope itemization format. Include a 10% contingency budget.

3. Estimated duration of project construction schedule including asbestos abatement, if required.

4. Services set forth in Article 11.4B concerning asbestos, asbestos inspection or asbestos abatement are to be compensated as an additional service on a case by case basis.

C. The A/E shall resolve, in consultation with CMS and the using agency, any discrepancies in the project scope or budget prior to proceeding to the applicable design phase as set forth in the project schedule as indicated on Appendix A of the agreement.

11.5 Bidding Documents.

A. A/E shall prepare bidding documents consisting of all construction specifications and Drawings based on the accepted design development submittal, including all agreed upon revisions, in a form suitable for public bidding of contracts in conformance with the Illinois Procurement Code, and CMS Rules and Regulations.

B. Documents shall be submitted and reviewed at 50% and 100% final. Each submittal will contain, (at a minimum) the construction specifications, Drawings, and detailed cost estimate.

C. Additional information to be submitted to CMS by the 100 percent bidding documents submittal includes the final code analysis/regulatory review action checklist, copies of all permits and approvals, proposed list of critical work, explanation of factors used in determining specified construction duration and executed utility agreements, as applicable.

11.6 Review Process.

A. A/E shall submit documents for review as required by the agreement. The A/E shall provide an electronic copy of review documents for CMS for each review.

B. Within 14 calendar days following the reviews, the A/E shall respond in writing to all of the CMS PM Team review comments and questions.

ARTICLE 12 BIDDING PHASE

12.1 General. All bidding documents prepared by A/E are to be provided electronically to the CMS PM Team for review. Upon approval, the A/E shall sign, seal and date all documents with the same date. Dates shall reflect the most recent state of completion.

12.2 Official Advertisement for Bids. The A/E shall provide detailed design and scope docs to CMS PM Team for the construction contract(s) to be bid and cost estimate information for each bid. CMS will review bid design and scope docs with A/E for approval. CMS will finalize bid documents for letting to pre-qualified contractors.

Pre-qualified construction contractors will be established under a separate Fiber Construction Procurement. A/E will review and provide input on bid scope docs for the construction RFP. CMS will let the Request For Proposal (RFP) and establish the Fiber Construction Contract(s) that defines the qualified contractor pool consisting of multiple contractors.

A single contractor from the qualified pool will be awarded for each bid based on criteria defined in the Fiber Construction contract.

12.3 Document Preparation. The preparation and reproduction of bidding design and scope documents is the responsibility of the A/E and will be reimbursed by CMS (as described on Appendix A as "Printing Bid Documents").

A. Plan holders shall make a reasonable plan deposit, (as determined by the A/E with the CMS PM Team concurrence), or be a member of a non-cash deposit program in accord with the advertisement for bids. The A/E shall comply with all CMS supported non-cash deposit programs. The plan deposit may be cash or company check. Plan holders that return bidding documents within forty-five (45) calendar days of the bid opening shall have their deposit returned to them. The A/E will return the deposit within 10 days of receipt of bidding documents if the plans are in good reusable condition. The contractors awarded the work shall not be required to return their bidding documents but their deposits shall be returned to them. An accurate record of all deposits shall be kept by the A/E and submitted to the CMS PM Team. All deposits not returned shall be credited to the A/E printing reimbursable account and reported with the A/E's regular pay requests.

C. Plan holders shall not be charged handling and postage to obtain bidding documents for the number of sets included in Appendix A of the agreement. Additional sets above the number listed in Appendix A shall be a reimbursable to the agreement. Postage to return documents shall be at the plan holder expense.

D. Bidding documents prepared by the A/E shall be submitted the CMS PM Team.

12.4 Addenda. The A/E shall prepare all required addenda.

A. All addenda, including all revised drawings and sections, must be approved by the CMS PM Team prior to distribution. The A/E shall allow sufficient time for CMS review and acceptance of each addendum.

B. Pre-bid conference minutes and bid tabulations are not to be issued as addenda.

12.5 Bid Openings. The A/E shall attend all bid openings for the project unless specifically excused by the CMS PM Team.

12.6 Bid Analysis. The A/E shall provide assistance to CMS to identify the successful bidder or bidders. The A/E's assistance shall include the following:

A. Review all product substitutions submitted in accordance with procedures set forth in the CDB Standard Documents for Construction and provide CMS with a written recommendation to accept or reject the proposed substitution.

B. Review all unit prices submitted and provide written recommendations or rejection.

C. Bids submitted that fail to acknowledge all addenda issued shall be reviewed. The A/E will be requested to attest that, in the A/E's opinion, the addenda not acknowledged is, or is not, work related for that particular contract.

D. Bids submitted that contain additional verbiage applied by the bidder shall be reviewed. A/E will be requested to attest whether, in the A/E's opinion, the additional verbiage does or does not constitute a qualifying statement.

E. If the lowest bid received differs substantially from all other bids received, the A/E shall contact the low bidder and review the bid as it pertains to the requirements of the project. The A/E shall report its findings to the CMS PM team in writing.

F. If single bids are received, A/E shall provide the CMS PM Team with a written informed opinion addressing the suspected reason(s) a single bid was received.

12.7 Contract Award. CMS will notify the A/E and all successful bidders of its intent to award a contract.

12.8 Presumption of Award. The A/E shall not discuss with bidders, news media, etc., any presumption of award until the award is decided by CMS.

ARTICLE 13 CONSTRUCTION PHASE

13.1 General. The A/E shall perform administrative duties during this phase of the project.

13.2 CMS's Representative. The A/E shall consult and advise CMS and act as CMS's representative as provided in the CDB Standard Documents for Construction and as set forth herein. CMS's instructions to the contractors may be issued through the A/E who shall have authority to act on behalf of CMS to the extent provided in this document and the CDB Standard Documents for Construction.

13.3 Construction Documents. The A/E shall issue documents stamped and dated "Issued for Construction" to the contractors. A/E shall include all addenda issued during bidding within the documents.

A. Each contractor will receive construction documents in quantity as determined by CMS up to a maximum of six sets.

13.4 Contractor Submittals / Shop Drawings, Product Data, Samples.

A. A/E shall review and monitor all required contractor submittals for timeliness and conformance with the contract documents and project schedule. A/E shall review and respond to submittals within 14 calendar days.

B. Each submittal shall be stamped, dated, and either initialed or signed by the reviewer. The reviewer shall provide clear instruction to the contractor of any corrective action to be taken.

C. The A/E shall only review those materials and equipment specified in the contract documents. The A/E shall not make changes in the contract requirements through the review of submittals. The contractor may not submit and gain approval of material substitutions through the shop drawing review process.

D. If in reviewing the submittal the A/E determines that contract changes are required, the A/E shall notify the CMS PM Team and request approval of the required changes prior to returning the submittal to the contractor.

E. No activity requiring review of submittals shall be commenced without A/E approval. The A/E shall notify the contractor to cease the activity until approval is obtained. The contractor shall be liable to replace any work that is not in compliance with the subsequently reviewed submittal.

F. The contractors are responsible for any applicable licensing with the appropriate authority in accordance with the Contractor Licenses Section of the CDB Standard Documents for Construction. The A/E shall receive and review all applicable licenses prior to that contractor or tradesman commencing any work. Evidence of proper licenses shall be forwarded to the CMS PM Team. If Licenses are required, the A/E shall not knowingly allow any work to commence or accept any work installed by a non-licensed firm or tradesman.

13.5 Contractor's Schedule of Values (CSV). The A/E shall review the CSV form for each contractor to ensure each item of work required for the contract is indicated and all values are expressed in separate line item costs for material and labor prior to any contractor making application for payment.

A. The CDB Standard Documents for Construction requires that a percentage of the work be performed by the contractor's own forces. The A/E shall reject any contractor's schedule of values that does not comply with this requirement.

B. The A/E and CMS must approve all changes to the CSV subsequent to the initially approved document.

13.6 Construction Schedule. The A/E shall review the schedule for conformance with the contract requirements.

13.7 Contractor Stored Materials. The A/E shall attest to the existence of any stored materials, its protection and identification in accordance with the Contract Documents by initialing the appropriate item on the Stored Material Log, (SML).

13.8 Interpretations. When requested by CMS or a contractor, the A/E shall provide interpretation of the contract documents. A/E shall prepare and distribute supplementary drawings, specifications and instructions as necessary to communicate the interpretation. A/E shall expedite all interpretations in such a manner as to not adversely affect the project schedule or sequence of work and to avoid the potential for a claim by the contractor.

13.9 Claims and Disputes.

A. A/E shall record any observed occurrence or work that might result in a claim for a change in contract time or amount. Any disputes or claims shall be referred directly to the CMS PM Team. A/E shall enter the claim or dispute into a claims log and provide a current copy of the log to CMS at each monthly progress/pay meeting.

B. The A/E shall review each claim or dispute, including documentation of any time, money or other expenditure made in connection with it. The A/E shall provide a written response, interpretation and recommendation for resolution to the claimant and CMS. CMS shall make a final determination on all disputes unless removed to the Court.

C. While work is in progress, the A/E shall observe, measure and verify costs incurred that are related to the dispute. Immediately notify the CMS PM Team if additional on-site representation is required to monitor the disputed work.

13.10 Change Orders.

A. Only the CMS PM Team can authorize the A/E to prepare a Request for Proposal/Change Order (RFP/CO). The A/E shall prepare an RFP/CO for each contract affected by the proposed change.

B. The A/E shall prepare each RFP/CO including supplemental drawings and/or specifications to fully describe the change in the work. When requested by the CMS PM Team, the A/E shall submit a cover letter to the change order package explaining the need for the contract change.

C. The A/E shall review the contractor's proposal for completeness and conformance with the RFP/CO and contract documents. Where change orders require additional clarification or additional back-up, the A/E shall obtain such information from the contractors prior to forwarding the change order package to CMS.

D. The A/E shall recommend issuance of a change order to CMS. Recommending issuance shall mean that the A/E has reviewed all quantities, prices and other data in the contractors' proposal and has found such to be reasonable and in conformance with the provisions of the Contract Documents.

13.11 Contractors' Record Drawings. The A/E shall observe the contractors' record drawings at intervals appropriate to the construction, or not greater than every thirty (30) days. The A/E shall notify CMS of any contractor's apparent failure to maintain up-to-date records in accordance with the contract documents.

13.12 Periodic Site Visits. As a basic service of this agreement, the A/E shall make up to two periodic site visits per month, as requested by CMS and as reasonably necessary in accordance with the complexity of the contracted work and the scheduled construction activities. The A/E shall observe the construction operations and report on the progress and quality of the work being performed to determine, in general, that the work is proceeding in accordance with the approved construction schedule and that the materials, finishes and workmanship are in accordance with the contract documents.

The A/E is required to conduct periodic site visits when contractors are present on the site and installing their respective trade work. Site visits shall be made by appropriately experienced personnel with specific knowledge of the requirements of the project as designed and specified.

A. Payment and Pay/Progress meetings are a basic service and are not compensable as a reimbursement expense, but are permissible in fulfilling the requirements of Article 13.12 providing:

1. Contractors are present on site and installing their respective trade work.

2. Observation is provided by appropriately experienced personnel with specific knowledge of the requirements of the project.

3. Observation reports are filed in accordance with Article 13.14.

B. CMS shall be notified immediately if, in the A/E's opinion, the materials, finishes and/or workmanship does not conform to the contract documents, requires special inspection or testing (beyond the specified requirements), or has been disapproved or rejected by the A/E.

C. The A/E and the contractor shall be liable for the replacement and/or any damages incurred as a result of knowingly permitting non-specified material, or otherwise non-conforming work to be incorporated into the project.

13.13 On-Site Representative.

A. When included in the agreement as a reimbursable service expense, the A/E may provide one or more representatives on-site to facilitate the progress of the project and report on special conditions and critical installations as delineated herein. The duties of the on-site representative are exclusive of Article 13.12 and are limited to:

1. Observe installation of critical systems or components as set forth in Article 14.

2. Observe and verify installed quantities of material specified in the project as an allowance.

3. Observe specified field tests and CMS approved special testing recommended by A/E as a result of observations provided in Article 13.13.

4. When specifically requested by CMS, or by a contractor with CMS concurrence, provide field clarification of document interpretations issued in accordance with Article 13.8.

5. Observe, measure and verify costs incurred by contractors related to any disputes or claims.

6. Prior to commencing the construction phase, A/E shall submit the name, and resume, for each proposed on-site representative to the CMS PM Team for approval. CMS shall provide written acceptance or rejection of each person proposed.

13.14 Observation Reports.

A. A written report shall be submitted to the CMS PM Team for each site visit made under basic services and each on-site representative's visit. Each report shall be clearly identified as being provided as either a periodic site visit (13.12), or as an on-site representative site visit (13.13). Reports shall be submitted in a timely manner as the construction activity dictates. In no case shall the submission interval exceed seven (7) days from the date of the site visit. CMS shall not provide any reimbursement for on-site representative visits without an observation report.

B. CMS may withhold a portion of the construction phase fee if the A/E fails to provide observation reports as set forth herein.

C. When directed by the CMS PM Team, the A/E shall provide copies of reports to the coordinating contractor, assigned contractors and using agency representatives.

ARTICLE 14 COMMISSIONING

14.1 The A/E shall specify all tests required for all systems, equipment and devices to be tested. The A/E shall specify testing procedures as appropriate. The A/E shall witness tests, review and evaluate test reports and notify CMS promptly of any deficiencies. A copy of all test results shall be provided to CMS.

14.2 The A/E shall advise the CMS PM Team regarding on-site representation for observing specific work critical to the success of the project. The A/E shall compile a list of work it has determined to be critical and shall submit the list to CMS for CMS review at the 100% completion stage of design. The submittal shall (i) justify the need for on-site representation, (ii) provide a list of the A/E staff responsible for observing the work, and (iii) include an estimate of the duration/frequency of the observation with the resulting cost and overall impact on the on-site representation budget as indicated in Appendix A.

14.3 CMS, and the A/E will reach a consensus regarding the submitted critical work list and advise the awarded contractors of the list at the Pre-Construction Meeting so that the A/E can be sufficiently notified and make arrangements for on-site representation.

14.4 The A/E shall attest that each contractor, as required by the contract documents, perform a thorough and systematic performance test and start-up of their respective work. Each general, mechanical, and electrical element and the total system shall be tested in the presence of the A/E and all appropriate consultants prior to substantial completion of the project. When requested, and if not previously provided in the contract documents, the A/E shall provide the contractor with all design criteria and system design/operation concepts to facilitate performance testing and start-up.

14.5 The A/E shall provide a report to CMS that they have observed the performance testing and start-up process, and that each contractor has demonstrated that all systems comply with the requirements of the contract documents. The report shall include any changes and/or reconfiguration which may have occurred during the performance testing and start-up process.

14.6 Onsite representatives. Any onsite observation, testing or representation as set forth in Article 14 of this Agreement by A/E is to be compensated as an additional service on an hourly basis based on the billing rates included in Appendix B.

ARTICLE 15 PROJECT CLOSEOUT PHASE

15.1 General. The A/E shall be responsible for certifying the completion of all contracts.

15.2 Notification and Preliminary Inspection. The contractor shall provide written notification to the A/E that the work, or a designated portion thereof, is substantially complete. This notification shall include a list of any incomplete items. The A/E shall then make a preliminary inspection of the work and preliminary punch list. If the A/E is in agreement with the contractor, the A/E shall notify the CMS PM Team that a substantial completion inspection meeting is warranted.

The A/E shall prepare the certificate of substantial completion with the completed punch list and forward the package to the coordinating contractor and each assigned contractor.

15.3 Guarantees, Warranties and Bonds. At substantial completion, the A/E shall obtain from the contractors and assemble all guarantees, warranties, maintenance data and bonds. The A/E shall check for coverage, start date and duration in accordance with the contract documents before forwarding to the guarantees, warranties, maintenance data and bonds to the CMS PM Team.

A. The A/E shall obtain from each contractor a final list of all suppliers and subcontractors with complete names, addresses and telephone numbers of persons to be contacted for service and/or replacement of materials and equipment.

15.4 Materials and Equipment. The A/E shall confirm that all extra materials and equipment specified in the contract documents which are the property of CMS are properly identified, delivered and stored as specified. The A/E shall obtain and transmit signed receipts of such deliveries by the contractor to the authorized agency or the using agency accepting the delivery. Proper identification shall include a description of the item and its purpose for use, and the name, address and phone number of the contractor that provided the item.

15.5 Notification and Final Inspection. Upon contractor notification, the A/E shall make an inspection of the completed work. If the A/E is in agreement with the contractor that all of its work is complete, the A/E shall notify the CMS PM Team that a final acceptance meeting is warranted.

A. When the work is confirmed as finally accepted by the A/E and CMS, the A/E shall prepare and issue a Certificate of Final Acceptance to each contractor.

B. The A/E shall expedite the closeout and final payment for each contractor as they complete their contractual obligations.

15.6 Contractor Final Payment. A/E shall process and certify final payment including retention only after all items of the contract are completed. A/E shall ensure that the final pay request package is complete in accord with the contract prior to forwarding to CMS.

A. A/E shall obtain from the contractor all releases, waivers of lien, and the contractor's final declaration using Capitol Development Board form CFD. A/E is to review form and provide copy to CMS PM Team.

B. A/E shall reconcile all waivers and provide a statement of final accounting to CMS when the final waivers are not for the full amount of the subcontract.

C. The A/E shall complete a Contractor's Performance Evaluation (CPE) and forward this along with the contractor's final pay request to CMS.

D. The A/E shall acknowledge receipt of the contractor's record drawings on the contractor's final closeout package (CFCP) form. This form shall be used as a checklist of the required documentation for closeout and it shall be transmitted with the contractor's final pay request to the CMS PM Team.

15.7 A/E Closeout.

A. Prior to CMS processing A/E's final payment, A/E shall submit to CMS two sets of revised contract documents labeled "Record Construction Drawings," which show all changes reported by the contractor(s), and all changes made by change orders, addenda, and clarifications made by the A/E during construction. Documents shall be submitted in electronic format. Verify requirement with the CMS PM Team.

1. A/E shall provide a statement on the cover sheet certifying the following: "With this seal, we do hereby certify that no asbestos-containing materials were specified or approved for the construction identified within these documents."

2. For asbestos abatement projects and other projects that included asbestos abatement, the A/E shall complete an Asbestos Abatement Project Summary Report and forward it to the CMS PM Team. The report format can be found in the Appendix 5 of the Capitol Development Board's Design and Construction Manual – "Project Manual Workbook for Asbestos, Lead, UST and PCB".

B. The A/E's final payment is dependent upon final resolution of any fee adjustments required of CMS and/or required by the agreement.

C. The A/E shall submit final payment under letterhead cover addressed to the CMS PM Team.

ARTICLE 16 STANDARD CERTIFICATIONS

A/E acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract A/E certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this contract. A/E shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, A/E and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

16.1 As part of each certification, A/E acknowledges and agrees that should A/E or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,

- the State may void the contract, and
- the A/E and it subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

16.2 A/E certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

16.3 A/E certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

16.4 A/E (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).

16.5 A/E certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

16.6 To the extent there was a incumbent A/E providing the services covered by this contract and the employees of that A/E that provide those services are covered by a collective bargaining agreement, A/E certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

16.7 A/E certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has A/E made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

16.8 If A/E has been convicted of a felony, A/E certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

16.9 If A/E, or any officer, director, partner, or other managerial agent of A/E, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, A/E certifies at least five years have passed since the date of the conviction. A/E further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

16.10 A/E certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).

16.11 A/E certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and A/E and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if A/E or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

16.12 A/E certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.

16.13 A/E certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).

16.14 A/E certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has A/E accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

16.15 A/E certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

16.16 A/E certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).

16.17 A/E certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

16.18 In accordance with the Steel Products Procurement Act, A/E certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).

16.19 a) If A/E employs 25 or more employees and this contract is worth more than $5000, A/E certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

b) If A/E is an individual and this contract is worth more than $5000, A/E shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).

16.20 A/E certifies that neither A/E nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed $10,000 (30 ILCS 582).

16.21 A/E certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

16.22 A/E certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

16.23 A/E certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

16.24 A/E certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

16.25 A/E certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

16.26 A/E certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

16.27 A/E warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits A/Es and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

16.28 A/E certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

16.29 A/E certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). A/E will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

16.30 The A/E certifies the firm has complied with the necessary filing requirements of the Illinois Department of Professional Regulation, both individually and as a corporation or partnership.

16.31 The parties to this Agreement hereby certify that this Agreement is made in conformance with the Architectural, Engineering and Land Surveying Qualifications Based Selection Act (30 ILCS 535/1 et seq.) and further agree that additional selections relevant to this Agreement and subject to that Act shall also be in compliance.

In accordance with section 20-160 of the Illinois Procurement Code, A/E certifies as applicable:

☐ A/E is not required to register as a business entity with the State Board of Elections.

or

☒ A/E has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, A/E acknowledges a continuing duty to update the registration as required by the Act.

Total Contract Obligation $5,110,071.00

16.32 Endorsements. This Agreement may be executed in any number of counterparts, each of which may be deemed an original. The following documents and attachments are included in this Agreement:

A. Documents:

1. IL Capitol Development Board Design and Construction Manual dated March 2009

B. Attachments:

1. Appendix A - Compensation Rates
2. Appendix B - Billing Rate Schedule
3. Appendix C - Response Action Contractor Indemnification Act
4. Appendix D - Project Scope/Program Statement
5. Appendix E - ARRA Requirements
6. Appendix F - Federal Funding Certifications and Assurances

This Agreement, together with the above attachments, constitutes the entire Agreement between the two parties superseding all previous understandings and agreements with respect to this project. Except as provided herein, this Agreement may be amended only by a written instrument signed by both parties.

In Witness Whereof, this Agreement has been duly made by the parties on the day and year first above written.

Under penalties of perjury, I certify that the following is our/my correct Federal Taxpayer Identification Number.

Firm: Globetrotters Engineering Corporation

Federal Taxpayer I.D.# (FEIN or SSN)

FEIN: 36-2819661

I am a U.S. Person (including a U.S. resident alien)

BY: Niranjan T. Shah

Name: Niranjan S. Shah

Title: President

Date: 11-5-10

ATTEST: _____
Corporate Secretary

G. R. GURGENS
Senior State Purchasing Officer

Date: 11/10/10

State of Illinois Central Management Services

BY: _____
Authorized Representative

James P. Sledge, Director

Jan E. Morrow

Date: 11/10/11

Project Number: _____

Contract Number: _____

APPENDIX A

A/E Name: Globetrotters Engineering Corporation, Chicago
Project Description: A&E Services Statewide Fiber-Optic Network
Project Number: CMS - IPB Reference # 22019279
Contract Start Date: 8/1/10
Contract End Date: 8/1/13

Category				
Environmental Assessment				
Route feasibility and verification allowance (Note 3)	$	374,215		
Analysis and Report (Lump Sum)	$	515,000	$	889,215
Basic Services				
Design Budget (Note 1)	$	49,340,000		
Fee Percentage		7.00%		
Total Basic Services Fee			$	3,453,800
Additional Services				
On-Site Observation Allowance (Note 2)			$	557,056
Rights-of-Way support Allowance (Note 3)			$	100,000
Permit support Allowance (Note 3)			$	50,000
Reimbursable Allowance				
Sub-Soil Investigation	$	5,000		
Design Phase Material Testing	$	5,000		
Printing Bid Documents (Note 4)	$	50,000		
Total Reimbursable Allowance			$	60,000
Grand Total			$	5,110,071

Note 1
Basic Services calculated on a design budget of $49,300,000. Should the actual construction cost exceed this amount GEC will notify client. Client and GEC will work to negotiate equitable adjustment.

Note 2
Allowance includes 32 days of an observer per month for a 16 month construction schedule. Actual time incurred to be invoiced based upon the Billing Rate Schedule. (Appendix B)

Note 3
Allowance based on preliminary estimate of time required. Actual hours incurred to be invoiced based upon the Billing Rate Schedule. (Appendix B)

Note 4
Printing costs in excess of electronic submission of review sets.

APPENDIX B

Billing Rate Schedule

A/E Name: Globetrotters Engineering Corporation, Chicago
Project Description: A&E Services Statewide Fiber-Optic Network
Project Number: CMS - IPB Reference # 22019279
Contract Start Date: 8/1/10
Contract End Date: 8/1/13

Classification	2010/11*	2012	2013
Program Manager	$ 195	$ 201	$ 207
Deputy Program Manager	$ 175	$ 180	$ 185
Legal/Code Review	$ 195	$ 201	$ 207
Project Manager	$ 165	$ 170	$ 175
Project Engineer	$ 145	$ 149	$ 153
Staff Engineer	$ 125	$ 129	$ 133
Field Observation Engineer	$ 140	$ 144	$ 148
Survey Engineer	$ 138	$ 142	$ 146
Technician/CADD Operator	$ 95	$ 98	$ 101

Basic Services Task Percentages	% of Total
Program Analysis/SD/DD Phase	45%
Bidding Documents	35%
Bidding Phase	10%
Construction Phase	8%
Project Closeout Phase	2%
Total Basic Services	100%

APPENDIX C

Response Action Contractors Indemnification Act

CMS Project # CMS – IPB Reference #22019279

Contract # CMS1473740

A. The A/E's liability for hazardous substance and pollutant related claims is acknowledged to be limited by the Response Action Contractors Indemnification Act, Public Act 84 - 1445.

B. The CMS may, at its option, indemnify the hazardous waste contractor per Public Act 84-1445.

C. The A/E or Agent thereof is authorized to execute and deliver the Operator's and/or Generator's Certification on the Generator's Special Waste Manifest Sheet on behalf of the State of Illinois, CMS, with respect to hazardous waste removed from the facility.

APPENDIX D

Scope of Routes – Ill Statewide Fiber-Optic Network

This project consists of 1,117 miles of new fiber construction which includes network backbone and lateral segment path and point information as designated in the "MASTERPATHS.SHP", "NETWORK_POI_V6.SHP" and related ESRI files found in "Master_Paths_DB_IBOP_EC_polyline.zip", which were provided by CMS to A/E on November 1, 2010.

The following table provides scope count information for Handholes and ILA sites as that are within the project scope:

Description	Count
Handholes that must be constructed	193
Handholes that must connect to IRU'd fiber	19
Handholes that must have interconnections/splices	218
End User Sites that require fiber to the premise	308
ILA Sites Colocated with customers or existing	21
ILA Sites that must be constructed (HUT/CBV)	1
Total ILA Sites	22

The following is a narrative description of the CMS network backbone segments that are within the project scope:

Segment #1

Start: 160 N. LaSalle St. Chicago
* ICN (Build or IRU) Backbone 1, 72
W. on Jackson Blvd
*
S. on Wells
*

W. on Congress Pkwy into I290 west

*

S. to I94

*

S. to I57

*

Through Champaign S. on I57

*

Bypass Mattoon S. on I57

*

Bypass Effingham S. on I57 to I70

*

SW, on I70

*

Pass by Pocahontas

S on US40

*

Bypass Highland
Pass by St. Jacob
Pass Troy

SW to I70

*

Pass Troy Crossing and S. Center St.
Pass 157, 255, 111 (pass by Washington Park), 203

End point: East St. Louis, at St. Clare Av. And I64

Segment #2

Start point: E of Mattoon, E on State Route 16 (off I57)

*

Pass through Ashmore

*

E. on State Route 16 into Kansas

*

E. on Water St to Catherine St

*

N. on Catherine St to Jefferson St (State Route 16)

*

E. on State Route 16 into Paris

*

N. on S. Central Ave

*

Fiber route ends on S. Central St at W. Wood St in Paris
(Discontinuity)
Starts again on State Route 1 at W. Jackson St in Paris

*

S. on State Route 1 bypassing I70 & US40 and into Marshall

*

S. on State Route 1 bypassing Hutsonville

*

Fiber cable route proposed lateral west off of State Route 1 to Lincoln Trial College at E. 1150 Ave
Fiber cable route proposed lateral west off of State Route 1 to Robinson HS in Robinson at E. 1150 Ave

***

S on State Route 1 bypassing Flat Rock to Lawrenceville

*

W. on US50 from State Route 1
Cable route proposed lateral to Lawrenceville HS at US50 & State St

*

End Point: W. on US 50 into Olney.
Fiber Cable routes proposed lateral to Olney Central College & Illinois Eastern Community

Segment #3:
Start: From Champaign W on I72

*

By pass Monticello West,

A lateral section of Fiber goes South near North Route 48 to Richland Community College

*

By Pass North of Decatur W. on I72
S. on I55 just East of Springfield

Spur at W Lake Shore Dr South to Lincoln Land Community College, and North to S. Grand Av.

S. on I55 changes W. to I72.

*

A lateral piece just South of Jacksonville to South Jacksonville Elementary
W. on I72, N onto I172

*

A lateral piece at Payson rd, North and back to I172 at State Route 96
E. onto US24
Through Camp Point, Clayton, Sterling, Continues North-East, through Ripley.
N on US 67
Lateral piece West to Spoon River College Rushville
*
A lateral piece East on US136
End Point: W to Macomb.

Segment #4:

Start: From Champaign NW on I74
*
A lateral piece South on State Route 54 to Farmer City
South of Bloomington North into S Veterans Parkway
Lateral E to Fox Creek, Lateral west to Trinity Lutheran
Many laterals in Bloomington and Normal
NE on I55
Lateral to Lexington
End: E on W Cemetery to Chenoa.

Segment #5:
Start: From Peoria SW on US24 from Spring St
*
Isolated fiber cable not connected to backbone south of US24 on I74
Bypassing I474 on US24
*
Fiber cable route proposed W on Pfieffer Rd at US24 to Limestone Community HS
Passing through Kingston Mines on US24
*
Continue W on US24 onto State Route 9 to S. 5th Ave
*
North on S. 5th Ave to Hickory St
End: At Canton

Site engineering work internal to end user facilities is not included in the price quoted in Appendix A. CMS may choose to procure facilities engineering work as an additional service. In those cases, the compensation for the additional service will be negotiated between CMS and the A/E on a case-by-case basis

APPENDIX E – ARRA REQUIREMENTS

ARRA REQUIREMENTS: Procurements under this contract might be made with American Recovery and Reinvestment Act of 2009 ("ARRA") funds. As such, to the extent procurements are being made with ARRA funds, and so long as the State of Illinois has advised Supplier that ARRA funds will be used on a project under the applicable contract, in addition to any other applicable federal laws, this contract is subject to all applicable requirements of ARRA, including but not limited to the following requirements and any additional requirements set out by the federal government, including any applicable funding agency guidance.

(a) **REVISIONS TO REQUIREMENTS**
The federal Government has not fully developed the implementing instructions of ARRA, particularly concerning specific procedural requirements for the new reporting requirements. The Vendor will be provided these details as they become available. Vendor acknowledges that this attachment may be revised pursuant to ongoing guidance from the relevant federal or State agency regarding requirements for ARRA funds to the extent new requirements apply to already existing contracts. Vendor agrees to abide by any such revisions upon receipt of written notification from the State of the revisions, which will automatically become a material part of this attachment, without the necessity of either party executing any further instrument so long as such revisions are required by federal law to apply to the already existing contract.

(b) **CONFLICTING REQUIREMENTS**
Vendor agrees that to the extent ARRA requirements conflict with State of Illinois requirements, the ARRA requirements shall control.

(c) **FALSE CLAIMS ACT**
Vendor agrees that it shall promptly refer to an appropriate federal Inspector General any credible evidence that a principal, employee, agent, subgrantee, subcontractor, or other person associated with the applicable contract has committed a false claim under the False Claims Act or any other offense covered by the mandatory disclosure rule.

(d) **ENFORCEABILITY**
Vendor agrees that if Vendor or one of its subcontractors fails to materially comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit, to the extent that federal law requires the withholding, suspension or recovery of funds. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

(e) **SEPARATE TRACKING AND REPORTING OF ARRA FUNDS**
Vendor agrees that ARRA funds may be used in conjunction with other funding as necessary to complete projects. Vendor agrees to collaborate with the State to track and report the ARRA-funded component to meet the reporting requirements of ARRA and related guidance. For projects funded by other sources in addition to ARRA funds, Contractors must keep separate records for ARRA funds and must ensure those records comply with the requirements of the ARRA.

(f) **SECTION 902, ACCESS OF GOVERNMENT ACCOUNTABILITY OFFICE**
Contracts awarded using ARRA funds must allow the U.S. Comptroller General and his or her representatives, with authority, to:

1) examine any records of the Vendor, of its subcontractors, or of any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

2) interview any officer or employee of the Vendor, or of any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his or her representatives shall have the authority and rights provided under Section 902 of the ARRA, with respect to this contract which is funded, either in whole or in part, with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

(g) SECTION 1512, REPORTS ON USE OF FUNDS

Pursuant to Section 1512 of the ARRA, state agencies receiving ARRA funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Vendor agrees that not later than 5 days after the end of each calendar quarter, or more frequently as directed by the State, the Vendor shall submit a report to the State that contains:

1) The total amount of ARRA funds received by Vendor during the quarterly reporting period;

2) The amount of ARRA funds that were expended or obligated by Vendor during the quarterly reporting period;

3) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
   a. the name of the project or activity;
   b. a description of the project or activity;
   c. an evaluation of the completion status of the project or activity;
   d. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
   e. names and total compensation of each of the five most highly compensated officers of the Vendor for the calendar year in which the contract is awarded if—
      i. in the Vendor's preceding fiscal year, the Vendor received—
         (a) 80 percent or more of its annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
         (b) $25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements .

4) For any subcontracts equal to or greater than $25,000:
   a. The name of the entity/subcontractor receiving the subaward;
   b. The amount of the subaward;
   c. The transaction type;

d. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
e. Federal program source;
f. An award title descriptive of the purpose of each funding action;
g. The location of the entity receiving the subaward;
h. The primary performance location of the subaward, including the city, state, congressional district, and country;
i. A unique identifier (DUNS Number) of the entity receiving the subaward and the parent entity of entity/subcontractor, should the entity be owned by another; and
j. The names and total compensation of the five most highly compensated officers of the subcontractor if it received: 1) 80% or more of its annual gross revenues in federal awards; and 2) $25M or more in annual gross revenue from federal awards.

5) For any subcontracts of less than $25,000, the information required in Paragraph 4 above may be reported in the aggregate and requires the certification of an authorized officer of Vendor that the information contained in the report is accurate.

6) Any other information reasonably requested by the State or required by state or federal law or regulation.

(h) **SECTION 1515(a), ACCESS OF FEDERAL OFFICES OF INSPECTOR GENERAL TO CERTAIN RECORDS AND EMPLOYEES**
The Vendor is advised that representatives of federal inspector general offices have the authority to examine any record and interview any employee or officer of the Vendor, its subcontractors, or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of a federal inspector general office.

(i) **SECTION 1553, PROTECTING STATE GOVERNMENT, LOCAL GOVERNMENT, AND CONTRACTOR WHISTLEBLOWERS**
Employees of employers receiving federal funds may not be discharged, demoted, or otherwise discriminated against in retaliation for disclosing information that the employee reasonably believes is evidence of:
1) gross mismanagement of a contract or grant relating to federal funds;
2) a gross waste of federal funds;
3) a substantial and specific danger to public health or safety related to the implementation or use of federal funds;
4) an abuse of authority related to the implementation or use of federal funds; or
5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract).

The Vendor shall post notice of employees' rights and remedies for whistleblower protections provided under section 1553 of the ARRA. The Vendor shall include the substance of this clause, including this paragraph, in all subcontracts.

(j) **SECTION 1604, PROHIBITION ON USE OF FUNDS**
Vendor agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pool, or any other item prohibited by ARRA.

(k) **SECTION 1605, BUY AMERICAN, USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS**

Vendor agrees that, in accordance with ARRA Section 1605, neither the Vendor nor its subcontractor will use funds appropriated or otherwise made available by ARRA for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, in a manner consistent with the United States' obligations under international agreements unless an exception under section 1605(b) applies. Vendor understands that this requirement may only be waived by the applicable federal agency in limited situations, as set out in ARRA, Section 1605.

(l) **SECTION 1606, WAGE REQUIREMENTS**

Vendor agrees that, to the extent it hires laborers or mechanics for a particular engagement, in accordance with ARRA Section 1606, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with ARRA funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the State of Illinois is located at: http://www.gpo.gov/davisbacon/il.html.

(m) **DBE REQUIREMENTS**

The Vendor shall comply with all applicable federal Disadvantaged Business Enterprise (DBE) requirements related to DBE programs. In the event there are no federal DBE programs applicable to this agreement, to the extent applicable under State law, the Vendor shall comply with the State of Illinois' Business Enterprise Program ("BEP") http://www.sell2.illinois.gov/bep/Business_Enterprise.htm. In the event this agreement is a grant agreement not covered by federal DBE requirements, the Contractor shall use reasonable and good faith efforts to solicit and utilize BEP-certified Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs) and businesses owned and controlled by persons with disabilities (PBEs) for those contracting, subcontracting, and purchase opportunities that exist and report utilization to the BEP.

(n) **RECORDS RETENTION**

The Contractor shall retain all such contract records intact in a form, if not original documents, as may be approved by the federal government, for at least three (3) years following termination of a project funded by ARRA or for such longer period of time as required by the State.

(o) **SUBCONTRACTOR REQUIREMENTS**

Vendor agrees that it shall include these standard ARRA terms and conditions, to the extent that they are required by federal law, including this requirement, in any of its subcontracts that are funded in whole or in part with ARRA funds.

APPENDIX F - FEDERAL FUNDING CERTIFICATIONS AND ASSURANCES

1. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D):
   As required by OMB, Vendor or Sub-recipient makes the following certifications, as applicable:
   (a) Has the legal authority and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described herein.
   (b) Will give the awarding federal agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.
   (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
   (d) Will initiate and complete the work described in the Statement of Work within the applicable time frame.
   (e) Will comply with all applicable federal nondiscrimination statutes and regulations applicable to the project, including, but not limited to:
      i. Title VII of the Civil Rights Act of 1964 and 42 U.S.C. 2000d, which prohibit discrimination on the basis of race, color, or national origin;
      ii. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683, and 1685-1687, and any similar regulation created by the awarding federal agency, which prohibit discrimination on the basis of sex;
      iii. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
      iv. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101-6107, which prohibits discrimination on the basis of age;
      v. The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.*, which relate to nondiscrimination on the basis of drug abuse;
      vi. The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.*, which relate to nondiscrimination on the basis of alcohol abuse or alcoholism;
      vii. The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, which relate to confidentiality of alcohol and drug abuse patient records;
      viii. Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 *et seq.*, which relates to nondiscrimination in the sale, rental, or financing of housing;
      ix. The Americans with Disabilities Act of 1990, as amended, and 42 U.S.C. 12101 *et seq.*
   (f) Will comply with all federal environmental standards applicable to the project, including but not limited to:
      i. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
      ii. Notification of violating facilities pursuant to Executive Order 11738;
      iii. Protection of wetlands pursuant to Executive Order 11990;
      iv. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;

v. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;

vi. Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;

vii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;

viii. Protection of endangered species under the Endangered Species Act of 1973, as amended;

ix. The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system.

(g) Will comply with all other federal statutes applicable to the ARRA-funded project, including but not limited to:

i. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;

ii. The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;

iii. The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;

iv. Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;

v. Executive Order 11593, which relates to identification and protection of historic properties;

vi. The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 *et seq.*;

vii. The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;

viii. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;

2. Subcontracts:
To the extent Vendor is required by federal law, any work, commodity, or professional services subcontracted for shall be specified by written contract, and shall be subject to all provisions contained in this Contract. Subcontracts of $25,000 or more must be approved in writing by the Agency prior to their effective dates. Vendor shall be liable for the performance, acts, or omissions of any person, organization, partnership, entity, business, or corporation with which it contracts. The Agency shall not be responsible to, or for the performance, acts, or omissions of, any subcontractor.

3. Certifications Regarding Lobbying:
Vendor certifies that it complies with all federal law and regulations relating to lobbying, which are germane to the project described herein. Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification of federal grants or contracts. If

receiving more than $100,000 pursuant to this Contract, Vendor agrees to provide a Certification Regarding Lobbying to the Agency and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than $100,000 in federal funds pursuant to this Contract, Vendor will provide to the Agency a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Vendor must provide these certifications and disclosures as required by the Agency.

4. Disadvantaged Business Enterprise (DBE) Assurance:
Vendor certifies that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project or program and in the award and performance of any third-party contract, or subcontract supported with federal funds, in violation of the requirements of the DBE program and any additional guidance or requirements promulgated by any relevant federal agency.

5. Drug Free Workplace:
Vendor certifies that it will comply with the requirements of the Federal Drug Free Workplace Act, 41 U.S.C. 702, as amended.

6. Procurement Compliance Certification:
Vendor certifies that its procurements and procurement system will comply with all applicable third-party procurement requirements of federal laws, Executive Orders, regulations, and any directives and requirements promulgated by any relevant federal agency. Vendor certifies that it will include in its contracts, financed in whole or in part with federal funds, all clauses required by federal laws, Executive Orders, or regulations. Vendor further certifies that when required by federal law it will include in its subcontractor agreements all clauses required by federal laws, Executive Orders, or regulations.

7. Standard Assurance:
Vendor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. Vendor agrees that the most recent federal requirement will apply to the project to the extent that the federal modifications require application to the existing contracts.

8. Federal Debarment/Suspension:
Vendor certifies that neither the vendor nor its subcontractors are debarred, suspended, or otherwise excluded from or ineligible to engage in a procurement that is funded in whole or in part by federal funding.

9. Eligibility for Employment in the United States:
The Vendor shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Vendor to verify that persons employed by the Vendor are eligible to work in the United States.

10. Exhibits and Amendments:
Any amendment to this Contract must be signed by the parties to be effective. The Vendor shall perform the services subject to this Contract in accordance with all terms, conditions, and provisions set forth in the Contract, and in any Contract exhibits and amendments.

The requirements listed in this section may apply to the federally funded project. The Vendor or Sub-recipient agrees to include the applicable requirements in each contract with the State as required by the State and in each subcontract as required by federal law when such contracts and subcontracts are financed entirely or in part with federal assistance.

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 15657

Globetrotters Engineering Corporation
300 S. Wacker Drive
Suite 400
Chicago IL 60606

Information for this business last updated on:
Thursday, October 01, 2009

Certificate produced on Thursday, October 01, 2009 at 4:15 PM

Registered
THE STATE BOARD OF ELECTIONS
SEAL OF ILLINOIS
Business

EXHIBIT 4
Evidence of Insurance

GLOBE-3 OP ID: JJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/26/2013

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).

PRODUCER The David Agency Insurance Inc 385 N York Rd Elmhurst, IL 60126 Frederick D. Arkin Phone: 630-516-9000 Fax: 630-516-0700	CONTACT NAME: PHONE (A/C, No, Ext): 630-592-5370 FAX (A/C, No): 630-516-0700 E-MAIL ADDRESS: jjones@thedavidagency.com
INSURED Globetrotters Engineering Corp 300 S. Wacker Dr. #200 Chicago, IL 60606	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Employers Assurance Co. INSURER B : Houston Casualty Company INSURER C : James River Group INSURER D : The Hartford Insurance Co. — 38288 INSURER E : Admiral Insurance Company INSURER F : Acuity — 14184

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
C	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] $50,000 Occ Ded [X] $10Mil Per Projec GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	X		00052538-0	03/22/2012	03/22/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ $ $ $ $ $ $	1,000,000 50,000 Excluded 1,000,000 2,000,000 2,000,000 1,000,000
D	AUTOMOBILE LIABILITY [X] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			83UECJG5137	03/22/2012	03/22/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $	1,000,000
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			H12XC50086-00	03/22/2012	03/22/2013	EACH OCCURRENCE AGGREGATE	$ $ $	5,000,000 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			EIG1472878	03/22/2012	03/22/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
E	Professional Liab			E000001768602	08/07/2012	08/07/2013	Prof Liab		5000000*
F	BPP W/ RC-Spcl			X389392	03/12/2012	03/12/2013	Property		2,123,709

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

Acuity Insurance Co Policy #X389592 provides Valuable Papers Coverage
The Professional Liability limit of $5Mil is both for Each Claim & Aggregate
Project-Fiber Optic Network Phase III
Additional Insured to General Liability, Primary and Non-contributory when required by written contract

CERTIFICATE HOLDER

COOKCO3

Cook County Dept of Building and Zoning
69 W. Washington #2830
Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joan M Jones

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ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications "(Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

> ***"Affiliated Entity"*** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.
>
> ***"Bidder," "Proposer," "Undersigned,"*** or ***"Applicant,"*** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.
>
> ***"Proposal,"*** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .
>
> ***"Code"*** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (http://www.cookctyclerk.com/sub/ordinances.asp). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."
>
> ***"Contractor"*** or ***"Contracting Party"*** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.
>
> ***"EDS"*** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.
>
> ***"Lobby"*** or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.
>
> ***"Lobbyist"*** means any person or entity who lobbies.
>
> ***"Prohibited Acts"*** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

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: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ 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.**

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAY 11 2012

Niranjan Shah
Globetrotters Engineering Corporation DBA GEC Design Group and
Globetrotters Group
300 South Wacker Drive Suite 400
Chicago, IL 60606-6716

Annual Certificate Expires: June 1, 2013

Dear Niranjan Shah:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **June 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **4/1/2013**.

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 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 $5,000.00 and not more than $10,000, or both.

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

PROJECT MANAGEMENT SERVICES;ENGINEERING CONSULTING;ENGINEER SERVICES, PROFESSIONAL;DESIGNING SERVICES;COMPUTER AIDED DESIGN SERVICES;DRAFTING SERVICES;SURVEYING SERVICES (NOT AERIAL OR RESEARCH);INTERIOR DESIGN/DECORATOR SERVICES;MANAGEMENT CONSULTING

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 Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Certification and Compliance Program.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

FH

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____ Certifying Agency: _____

Address: _____ Certification Expiration Date: _____

City/State: _____ Zip_____ FEIN #: _____

Phone: _____ Fax: _____ Contact Person: _____

Email: _____ 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:

_____

_____

_____

_____

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 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.

_____ _____

Signature (*M/WBE*) Signature (*Prime Bidder/Proposer*)

_____ _____

Print Name Print Name

_____ _____

Firm Name Firm Name

_____ _____

Date Date

Subscribed and sworn before me Subscribed and sworn before me

this ____ day of_____, 20_____. this ____ day of_____, 20_____.

Notary Public _____ Notary Public _____

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.

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: ☑ No: ☐

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

300 South Wacker Drive, Suite 400, Chicago, Illinois 60606

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

Yes: ☑ 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 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 Globetrotters Engineering Corporation D/B/A: _____ EIN NO.: 36-2819661

Street Address: 300 South Wacker Drive, Suite 400

City: Chicago State: Illinois Zip Code: 60606

Phone No.: (312) 922-6400

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
Niranjan S. Shah	300 S. Wacker Drive, Suite 400, Chicago, IL 60606	53.33%
Pratima Shah as Trustee for the Ajay Shah Trust	300 S. Wacker Drive, Suite 400, Chicago, IL 60606	46.67%

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
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [✓] 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 eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Niranjan S. Shah
Name of Authorized Applicant/Holder Representative (please print or type)

Niranjan S. Shah
Signature

marketing@gec-group.com
E-mail address

President
Title

February 26, 2013
Date

(312) 922-6400
Phone Number

Subscribed to and sworn before me
this 26th day of Feb., 2013.

My commission expires: April 14, 2014

X Carolyn Valentino
Notary Public Signature

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
CAROLYN VALENTINO
MY COMMISSION EXPIRES
APRIL 14, 2014
Notary Seal

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

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
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Half-brother
- 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: Niranjan S. Shah Title: President

Business Entity Name: Globetrotters Engineering Corp Phone: (312) 922-6400

Business Entity Address: 300 South Wacker Drive, Suite 400, Chicago, Illinois 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.

☑ 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.

Niranjan S. Shah — Owner/Employee's Signature

February 26, 2013 — Date

Subscribe and sworn before me this 26th Day of February, 2013

a Notary Public in and for Cook County

Carolyn Valentino
(Signature)

NOTARY PUBLIC SEAL

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
CAROLYN VALENTINO
MY COMMISSION EXPIRES
APRIL 14, 2014

My Commission expires April 14, 2014

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

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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 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:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

FEIN/SSN:_____

COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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 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:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

FEIN/SSN:_____

COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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 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:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

FEIN/SSN:_____

COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____ FEIN/SSN:_____

*COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date:_____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____ FEIN/SSN:_____

*COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date:_____

Subscribed to and swom before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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BUSINESS NAME:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____ FEIN/SSN:_____

*COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date:_____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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 Procurement Director 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:_____

BUSINESS ADDRESS:_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____

FEIN:_____* CORPORATE FILE NUMBER:_____

MANAGING MEMBER:_____ MANAGING MEMBER:_____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X_____ _____

Notary Public Signature Notary Seal

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

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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 Procurement Director 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:_____

BUSINESS ADDRESS:_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____

FEIN:_____ * CORPORATE FILE NUMBER:_____

MANAGING MEMBER:_____ MANAGING MEMBER:_____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X_____ _____

Notary Public Signature Notary Seal

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

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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 Procurement Director 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:_____

BUSINESS ADDRESS:_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____

FEIN:_____* CORPORATE FILE NUMBER:_____

MANAGING MEMBER:_____ MANAGING MEMBER:_____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X_____ _____

Notary Public Signature Notary Seal

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

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

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: Globetrotters Engineering Corporation

BUSINESS ADDRESS: 300 South Wacker Drive, Suite 400, Chicago, Illinois 60606

BUSINESS TELEPHONE: (312) 922-6400 FAX NUMBER: (312) 922-0267

CONTACT PERSON: Michael J. McMurray, Chief Operating Officer

FEIN: 36-2819661 *IL CORPORATE FILE NUMBER: 5032-683-7

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Niranjan S. Shah VICE PRESIDENT: Ajay N. Shah, Esq., Greg Boltz, Ahmad Karim, Michael Paulius & Jack Svaicer

SECRETARY: Ajay N. Shah, Esq. TREASURER: Niranjan S. Shah

****SIGNATURE OF PRESIDENT:** Niranjan S. Shah

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

26th day of February, 2013.

My commission expires: April 14, 2014

X Carolyn Valentino
Notary Public Signature

CAROLYN VALENTINO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES
APRIL 14, 2014

* **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.**

File Number 5032-683-7

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

GLOBETROTTERS ENGINEERING CORPORATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 16, 1973, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 2ND *day of* NOVEMBER *A.D.* 2012 .

Jesse White

SECRETARY OF STATE

Authentication #: 1230701780

Authenticate at: http://www.cyberdriveillinois.com

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 22 DAY OF March ,20 13

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

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

13-88-12439

OR

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

TOTAL AMOUNT OF CONTRACT: $ 325,465.24
(DOLLARS AND CENTS)

FUND CHARGEABLE:

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
FEB 26 2013
COM:

APPROVED AS TO FORM:

NOT REQUIRED
ASSISTANT STATE'S ATTORNEY
(Required on contracts over $1,000,000.00)