# PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS

# PROFESSIONAL SERVICES AGREEMENT

Services Less Than \$25,000 Civil Engineering Services - PS1948

This Contract is made and is dated <u>January 30</u>, <u>2013</u> by and between:

PBC:

Public Building Commission of Chicago

50 West Washington

Chicago, Illinois 60602 ("PBC") and

Consultant:

Rubinos & Mesia Engineers, Inc.

200 S. Michigan Ave., Ste. 1500

Chicago, IL 60604 Attn: Andy Wynn

For the Services of: Scope of Services attached hereto as Exhibit A.

At the total not to exceed price of: \$4,200.00

Project: EDGEBROOK ELEMENTARY SCHOOL ADDITION - CIVIL ENGINEERING SERVICES

PUBLIC BUILDING COMMISSION OF CHICAGO

By:

Erin Lavin Cabonargi

Title: Executive Director

Date:

Consultant: RUBINOS & MESIA ENGINEERS, INC.

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PLESIDIENT

Date 01/30/2013

1. Performance Standard. The Consultant represents and agrees that the Services performed under this Contract will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. Consultant shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of its Services or the Project. The Consultant further represents that it will assign

at all times during the performance of the Services the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Contract.

- 2. Failure to Meet Performance Standards. If the Consultant fails to comply with its obligations under the standards of this Contract, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure.
- 3. Compliance with Laws. In performing under this Contract, all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority will be followed and complied with in all respects by the Consultant.
- Time Is Of The Essence. Time is of the essence for this Contract.
- 5. Invoices. Once each month, the Consultant will submit an invoice to the PBC for Services performed during the preceding month. Each invoice must include the Contract and be supported with such reasonable details and data as the PBC may require.
- 6. Compensation of Consultant. The Commission shall pay the Consultant a Not to Exceed Fee and Expenses, which are approved prior to being incurred, as set forth in Exhibit B. PBC will process payments within thirty (30) days of receiving an acceptable invoice from the Consultant. The PBC's payment for the Services shall not constitute acceptance of the Services or a waiver by the PBC of any term or condition of this Contract.
- 7. No Waivers. Any failure by the PBC to enforce any provision of this Contract shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.
- 8. Indemnity. The Consultant shall defend, indemnify and hold the PBC, the Board of Education of the City of Chicago, the Chicago Park District, and the City of Chicago and their respective commissioners, officers, agents, officials, and employees ("Indemnified Parties") harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorneys fees) for personal injury and property damage, arising out of or in connection with the Services provided by Consultant, or any person employed by Consultant, to the maximum extent permitted by law. The Consultant's obligation to defend, indemnify and hold the Indemnified Parties harmless shall survive the expiration, termination or cancellation of this Contract and shall include the payment of any and all attorneys' fees and costs incurred by the Indemnified Parties in defending any such claim.

Q:\Chicago Public School\( Edgebrook Elementary School\( Professional Service\( Engineering Services- PS194\( CN\_PBC\_ROC\_PS194\( Rubinos\( M\) sia\_20121217.doc

# PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS PROFESSIONAL SERVICES AGREEMENT

# Services Less Than \$25,000 Civil Engineering Services - PS1948

Consultant.

- 9. Taxes. PBC is exempt from the payment of (1) Retailers' Occupation Tax, (2) the Service Occupation Tax (state and local), (3) Use taxes; and (4) federal excise taxes. The PBC will deduct any such taxes the Consultant includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-05.
- 10. Insurance. The Consultant shall procure and maintain at all times, at Consultant's expense, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, as set forth in Exhibit C, and which name the PBC as an additional insured on a primary, non-contributory basis.
- 11. Independent Contractor. In performing the Services under this Contract, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the PBC.
- 12. Changes to the Services. The PBC may from time to time request changes to the Services or the terms of this Contract. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the PBC and Consultant, shall be incorporated in a written amendment to this Contract. The PBC shall not be liable for any changes absent such written amendment.
- 13. Ownership of Documents. All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Project and/or the Services shall be the property of the PBC including copyrights.
- 14. Confidentiality. All of the reports, information, or data prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the PBC. In addition, the Consultant shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Contract, the Project or the Services.
- 15. Termination. The PBC reserves the right to terminate this Contract at any time by providing written notice to the

- 16. Notices. All notices and other communications required under this Contract must be given in writing by either personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.
- 17. Remedies. The remedies reserved in this Contract are cumulative and in addition to any other remedies provided in law or equity.
- 18. Governing Law. The laws of the State of Illinois shall govern this Contract.
- 19. Choice Of Forum. Any suit regarding this Contract or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.
- 20. Non-assignment. The Consultant shall not delegate or assign any rights or claims under this Contract, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.
- 21. Headings. Headings used in this Contract are for convenience and reference only and shall not affect the interpretation of this Contract.
- 22. Partial Invalidity. If any provision of this Contract is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.
- 23. Amendments. Oral statements and understandings are not valid or binding, and this Contract may not be changed or amended except by a written amendment signed by both parties.
- 24. Binding Effect. This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees
- 25. Entire Agreement. This Contract, and its accompanying exhibits, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein.

# EXHIBIT A DESCRIPTION OF SERVICES

Consultant Services includes but limited to the following civil engineering services for the Edgebrook Elementary School Addition project:

- 1. Review French Drain design by StormTech;
- Create field sketch with the French Drain design location per information provided by the Public Building Commission of Chicago (PBC);
- 3. Review drainage calculation prepared by PBC;
- 4. Stamp and sign documents prepared by PBC for installation of French Drain System.

# EXHIBIT B COMPENSATION OF THE CONSULTANT

## B.1 CONSULTANT'S FEE

- B.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services a Not to Exceed Fee ("Fee") of \$4,200.00 for all work included in Exhibit A. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendment constitutes the Consultant's full fee for Services.
- B.1.2. Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.
- B.1.3 Direct expenses include, but are not limited to copying jobs, in town transportation expenses, parking expenses, etc. All direct expenses must have prior written approval from the Commission prior to Consultant invoicing for payment.
- B.2.2 Reimbursable Expenses

On this Project, reimbursable expenses will be \$ 0

# EXHIBIT C INSURANCE REQUIREMENTS

(Certificate of Insurance Follows this Page)

## INSURANCE REQUIREMENTS 05350 Edgebrook School Engineering Services

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

### D.1. INSURANCE TO BE PROVIDED:

# D.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness, or disease.

# D.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to the following: All premises and operations, products/completed operations, defense, and contractual liability. The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the Chicago Park District and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

# D.1.3. Automobile Liability (Primary and Umbrella)

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

Subcontractors performing work for the Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

### D.1.4. Professional Liability

When Consultant performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$2,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subcontractors performing work for Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

## D.1.5. Property

The Consultant is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Consultant.

### D.1.6. Valuable Papers

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

### ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the PBC prior to Agreement award. The receipt of any certificate does not constitute agreement by the PBC that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the PBC to obtain certificates or other insurance evidence from Consultant is not a waiver by the PBC of any requirements for the Consultant to obtain and maintain the specified insurance. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement, and the PBC retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

The insurance must provide for 30 days prior written notice to be given to the PBC if coverage is substantially changed, canceled, or non-renewed.

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

The Consultant hereby waives and agrees that their insurers waive their rights of subrogation against the Public Building Commission of Chicago, the Board of Education of the City of Chicago, the Chicago Park District and the City of Chicago, their respective Board members, employees, elected officials, or representatives.

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

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

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

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

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

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

The Public Building Commission of Chicago's Director of Risk Management maintains the rights to modify, delete, alter or change these requirements.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/29/2013

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	CONTACT NAME:	· · · · · · · · · · · · · · · · · · ·	<del></del>				
Willis of Illinois, Inc. 233 S. Wacker Dr Ste 2000	PHONE	PHONE   FAX   (A/C, N o):31					
Chicago IL 60606	IN	INSURER(S) AFFORDING COVERAGE					
	INSURER A :St Paul	Fire & Marine	24767				
INSURED	INSURER B:Travele	ers Indemnity Company of Amer					
Rubinos & Mesia Engineers Inc.	insurer c :Charter		25615				
Mr. Dipak Shah 200 S. Michigan Ave, Ste. 1500	INSURER D:	INSURER D:					
Chicago IL 60604-2402	INSURER E:	INSURER E:					
	INSURER F:Lexingt	on Insurance	19437				
COVERAGES	CEPTIEICATE NUMBER, compagne						

CERTIFICATE NUMBER: 2079898879 **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	TYPE OF INSURANCE	ADDL	SUBR					
		INSR	WVD	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	5
C	GENERAL LUBILITY			6801601L139COF12	5/9/2012	6/9/2013	EACH OCCURRENCE	\$1,000,000
.	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$10,000
	<u> </u>						PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPJOP AGG	\$2,000,000
<u></u>	POLICY X PRO- LOC							\$
В	AUTOMOBILE LIABILITY			BA7470L10912GRP	5/9/2012	5/9/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO SCHEDULED						BODILY INJURY (Per person)	\$
	AUTOS AUTOS NON-OWNED					1	BODILY INJURY (Per accident)	\$
	HIRED AUTOS X AUTOS				1		PROPERTY DAMAGE (Per accident)	\$
	ly Inspect							\$
B A	X UMBRELLA LIAB X OCCUR			CUP6307Y33A1247 ZUP10R1509012NF		5/9/2013 5/9/2013	EACH OCCURRENCE	<b>\$</b> 5,000,000
							AGGREGATE	\$5,000,000
ļ	DED RETENTIONS						Excess	\$3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			XOUB6648Y60811	4/3/2012	4/3/2013	X WC STATU- OTH- TORY LIMITS ER	
	OFFICER/MEMBER EXCLUDED?	N/A	l				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH) If yes, describe under	i					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
-	DÉSCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
ľ	Professional Liability			044177418	5/9/2012			Per Claim Aggregate
	DIDTION OF ORFORMOUS !! CONTROL						<b></b> .	

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

Additional Insured applies on General Liability and Automobile Liability, as required by contract.

Re: R106112 Edgebrook Elementary Ballifield Drainage

Additional Insured Auto Liability and Primary and Non-Contributory General Liability: City of Chicago, The Public Building Commission, Board of Education of the City of Chicago and Chicago Park District.

CERTIFICATE HOLDER
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CANCELLATION

ok eryan

Public Building Commission of Chicago 9/13 Attn: Don Wilson, Project Mgr. Richard J Daley Center, Room 200 Chicago IL 60602

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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**05650-03-09-02** 

# EXHIBIT D DISCLOSURE OF RETAINED PARTIES

# A. <u>Definitions and Disclosure Requirements</u>

- As used herein, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
- 2. Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
- 3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

# B. <u>Certification</u>

Contractor hereby certifies as follows:

1.	This Disclosure relates t	to the following transaction	on:_F	DGEBROO	K BLEM. S	CHOL
De	scription or goods or servi	ices to be provided unde	r Contr	act: Conso	Utilta seri	luts
2.	Name of Contractor:	RUBINOS	2	MESIA	FHG124EEPS	.1140.

3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

### Retained Parties:

Name	Business Address	Relationship	Fees (indicate whether paid
		(Attorney, Lobbyist, etc.)	or estimated)

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained:

- 4. The Contractor understands and agrees as follows:
  - a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.
  - b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
  - This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury. I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

Subscribed and sworn to before me

\_day of January 2013

OFFICIAL SEAL JAVIER ROMERO NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6-30-2013

# EXHIBIT E M/WBE REPORT MBE/WBE Certifications

Is your organization currently certified as a Minority-Owned Business Enterprise ("WBE") with any of the following agencies	usiness Enterprise ("MBE") or Women-Owned or organizations?
Yes No	
If "Yes" check and ATTACH copy of current Letter of Certifica	ation:
Certifying Agency: City of Chicago County of Cook	Category: MBE WBE
If yes, please submit a one current copy of your firm's letter of capplicable agencies listed above.	ertification from no more than one of the
RUBINOS & MESIA ENGINEER, NC. Company Name	0  30   2013 Date
Print Name	Signature Signature

# EXHIBIT F W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

[SEE ATTACHMENT]

Form W-9
(Rev. December 2011)
Department of the Treasury

Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return)  RUBINOS MHO MESIA ENGIPLES, 1140.					100				
Je 2.	Business name/disregarded entity name, if different from above									
pe ons on pag	Check appropriate box for federal tax classification:  Individual/sole proprietor  Corporation  Solution  Partnership  Trust/estate									
Print or type Instructions	Umited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶									
2 5	☐ Other (see instructions) ►									
Print or type See Specific Instructions on page	Address (number, street, and apt. or suite no.)  200 S. M.CHIGAW A.F., SITE ISO0  City, state, and ZIP code  Requester's name and address (option									
S	CHICAGO, M 60604									
	List account number(s) here (optional)	14								
Par	Taxpayer Identification Number (TIN)	- 96								
Enter	your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line	So	cial se	POLIT	ih r	umber				
to avo	Id backup withholding. For individuals, this is your social security number (SSN). However, for a	-	T	1001	1	uiiibei	7	_		
entitie	nt alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> page 3.				-					
Note.	If the account is in more than one name, see the chart on page 4 for guidelines on whose	Em	ploye	r ide	entif	ication	numl	ber		
amun	er to enter.	3	6	-	3	16	; 4	1	3	8
Par	II Certification						1	_		
	penalties of perjury, I certify that:									
	number shown on this form is my correct taxpayer identification number (or I am waiting for a num	bau t	!		4					
2. I ar Ser	n not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I havivice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or divionger subject to backup withholding, and	o not	hoon	not	ifion	hu th	o Into	erna ied	l Rev	enue hat I am
3. 1 ar	n a U.S. citizen or other U.S. person (defined below).									
Certifi because interess generationstructure	cation instructions. You must cross out item 2 above if you have been notified by the IRS that you see you have failed to report all interest and dividends on your tax return. For real estate transaction t paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an irally, payments other than interest and dividends, you are not required to sign the certification, but you tions on page 4.	s, iten	2 do	es i	not	apply.	Forr	nor	tgage	and
Sign Here	Signature of U.S. person > O. 10 AMM	01	1	20	1	201	2			

### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

# **Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- · An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# THE BOARD OF COMMISSIONERS TONI PRECKWINKLE

### PRESIDENT

EARLEAN COLLINS	ist Dist.	PETER N. SILVESTRI	9th Oist.
ROBERT STEELE	2nd Oist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	JOHN A FRITCHEY	12th Dist.
DEBORAH SIMS	5th Oist	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.



# COOK COUNTY OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL DIRECTOR

118 North Clark Street, Room 1020 Chicago, Illinois 60602-1304 TEL (312) 603-5502 FAX (312) 603-4547

May 2, 2012

Mr. Dipak Shah, President Rubinos & Mesia Engineers, Inc. 200 S. Michigan Avenue, Suite 1500 Chicago, IL 60604

Dear Mr. Shah:

Congratulations. We are pleased to inform you that Rubinos & Mesia Engineers, Inc. will maintain its certification as an MBE (8) by Cook County Government. This MBE Certification must be revalidated annually.

Please use the enclosed Certificate of Certification as validation of your Cook County MBE status and area of specialty.

As a condition of continued Certification during this three (3) year period, you must file a "No-Change Affidavit" within sixty (60) business days prior to the date of annual expiration. A processing fee of \$50.00, payable to Cook County Department of Revenue is required with the No-Change Affidavit. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance within ten (10) days of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

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

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

LaVørne Hall Director LH/ek

# Cook County Government

# Office of Contract Compliance

certifies that the criteria for certification as a

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# Rubinos & Mesia Engineers, Inc.

Professional Service: Engineering and Structural Engineering Consulting Services; Stress Analysis; Construction Inspection Services

Issued Date: May 2, 2012

No Change Affidavit Due: May 2, 2013

NIGP Code(s): 91831, 91842, 92533, 92588

Ethnicity Code: 8

County: Cook

LaVerne Hall

Contract Compliance Director