

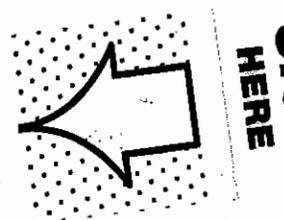
Contract No. 12-88-332

PROFESSIONAL SERVICES AGREEMENT

Professional Consulting Engineering Services

LONG RANGE TRANSPORTATION PLANNING SERVICES

BETWEEN



COOK COUNTY GOVERNMENT

Department of Transportation and Highways

AND

U R S CORPORATION

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

MAY 08 2013

COM _____

PROFESSIONAL SERVICES AGREEMENT

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and URS Corporation., doing business as a corporation in the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on the _____ day of _____, 2013, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Qualifications "RFQ" for Long Range Transportation Planning Services Submittals were evaluated in accordance with the evaluation criteria published in the RFQ. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

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

"Additional Services" means those services which are within the general Scope of Services of this Agreement, but beyond the description of services required under Article 4, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Department" means the Cook County Department of Transportation and Highways.

"Services" means, collectively, the services, duties and responsibilities described in Article 4 of this Agreement and any and all Services necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subconsultant" means any person or entity with whom Consultant contracts to provide any part of the Services, including Subconsultants and Subconsultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

b) Interpretation

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

ARTICLE 3) INCORPORATION OF EXHIBITS

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

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Federal Acknowledgement
Exhibit 5	Board Authorization

ARTICLE 4) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 4c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Detailed Scope of Services, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

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

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 10.

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

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

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

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

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 4.d (ii). The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours Serviced. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) **Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

Waiver of Subrogation and Insurance Requirements

Subrogation and Waiver

The Consultant shall require all policies of insurance that are in any way related to the work to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.

The Consultant shall waive all rights of recovery against Cook County, Board of Commissioners and employees of the County which Consultant may have or acquired because of deductibles or inadequacy of limits of any policies of insurance that are in any way related to the work.

Insurance Requirements of the Consultant

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Contract. All policies required herein are to be on a primary and non-contributory basis with respect to any insurance or self-insurance programs carried or administered by the County.

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

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

Consultant shall require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant.

Coverages

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

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

- (2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

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

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

- (a) All premises and operations;
- (b) Independent Contractor's Protection Liability;
- (c) Contractual Liability;
- (d) Products/Completed Operations (for a minimum of 2 years following project completion);
- (e) Broad Form Property Damage Liability;
- (f) Cross Liability;

(c) **Commercial Automobile Liability Insurance**

When any motor vehicles are used in connection with the Services to be performed, Consultant shall secure Commercial Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The Commercial Automobile Liability Insurance limits shall not be less than the following:

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

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

In addition to the coverages and limits specified above, Consultant shall secure and maintain a limit of liability no less than:

\$2,000,000 each occurrence for all liability

(e) **Professional Errors & Omissions Insurance**

Consultant shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Consultant's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage shall be maintained by the Consultant for a minimum of three years following the expiration or early termination of this contract and the Consultant shall annually provide the County with proof of renewal.

Additional requirements

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability, Automobile and Umbrella/Excess insurance policies.

(b) **Qualification of Insurers**

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

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Office of the Chief Procurement Officer at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Consultant commences performance of its part of the work, Consultant shall furnish to the County certificates of insurance maintained by Consultant. The receipt of any

certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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

g) Indemnification

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

h) Confidentiality and Ownership of Documents

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

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

i) Patents, Copyrights and Licenses

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

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any

part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

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

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontract Subcontracting or Assignment of Contract or Contract Funds

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

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

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

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subconsultants of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 5) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect as of the date of its execution by the County ("Effective Date") which is set forth in the preamble and will continue for twenty-four (24) months or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 5a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 5b may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees or Subconsultants are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or

expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to 1(one) additional one-year period under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 11.c.

ARTICLE 6) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 11c.

d) Non-Appropriation

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

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The

County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) **Price Reduction**

Intentionally Omitted

g) **Consultant Credits**

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

ARTICLE 7) DISPUTES

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

ARTICLE 8) COMPLIANCE WITH ALL LAWS

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

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

ARTICLE 9) SPECIAL CONDITIONS

a) **Warranties and Representations**

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

i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

ii) warrants it is financially solvent; it and each of its employees, agents and Subconsultants of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

iii) warrants that it will not knowingly use the services of any ineligible consultant or Subconsultant for any purpose in the performance of its Services under this Agreement;

iv) warrants that Consultant and its Subconsultants are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Consultant and, to the best of its knowledge, its Subconsultants are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 10a and 10c.

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:

(1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subconsultants to the prime Consultant or higher tier Subconsultants or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

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

e) **Conflicts of Interest**

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subconsultants if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop Services on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subconsultant or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) **Non-Liability of Public Officials**

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

ARTICLE 10) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Section 8a. in the performance of the Agreement.
- (vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 10b and Article 12, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 10b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

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

c) Early Termination

In addition to termination under Sections 10a and 10b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 12. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 12 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subconsultants, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the

termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 6, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

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

If the County's election to terminate this Agreement for default under Sections 10a and 10b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 10c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 6 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 10c.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 10b of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

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

f.) Delays

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

g.) Prepaid Fees

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

ARTICLE 11) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

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

c) Modifications and Amendments

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$150,000 or greater or which extend the term of the Contract by more than one (1) year shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$150,000 or which do not extend the term of the Contract by more than one (1) year may only be made with the written approval of the Chief Procurement Officer.

Subject to the foregoing, the Chief Procurement Officer may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Consultant is hereby notified that, except for modifications and amendments which are made in accordance with this Section 11(c), Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an

orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

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

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

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

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

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

J) Governmental Joint Purchasing Agreement

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

ARTICLE 12) NOTICES

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

If to the County: Department of Transportation and Highways
69 W. Washington Street
Room # 2300
Chicago, Illinois 60602
Attention: John Yonan, P.E., Superintendent

and

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

If to Consultant: URS Corporation
100 South Wacker Drive, Suite 500
Chicago, IL 60606
Attention: Mohammad S. Hassan

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 12. Notices delivered by mail are considered received three days after mailing in accordance with this Article 12. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 13) AUTHORITY

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

ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT

DBE Utilization Plan
(SECTION 1)

Will the DBE Project Specific Goals been met as stated in the RFQ document?

X Yes _____ No. If no, attach documentation of the Bidder's Good Faith Efforts made to achieve DBE participation for each Goal not met.

A proposed DBE must be certified at the time of bid submission by Cook County, the City of Chicago or the Illinois Unified Certification Program (IL UCP). The Letter of Certification must be attached to the RFQ submission.

Disclosure of DBE Participation
(Please duplicate as needed)

Name of DBE Subcontractor/Supplier: Milhouse Engineering & Construction

Contact Person: Dolla Crater Title: Vice President of Business Operations

Address: 60 East Van Buren Street, Suite 1501, Chicago, IL 60605

E mail: dcrater@milhouseinc.com Telephone No: 312.987.0061

Amount of Subcontract: \$ 30,204.81

Percentage of the total base bid: _____ 3 %

Description of the work: Construction Estimation

Name of DBE Subcontractor/Supplier: Lopez Martin & Associates, Inc., d/b/a Purple Group

Contact Person: Laritza Lopez Title: Principal

Address: 2724 N. Sacramento Ave., Chicago, IL 60647

E mail: laritza@purplegrp.com Telephone No: 773.394.9660

Amount of Subcontract: \$ 24,958.16

Percentage of the total base bid: _____ 2.5 %

Description of the work: Stakeholder Engagement

Name of DBE Subcontractor/Supplier: Sharon Greene + Associates

Contact Person: Sharon Greene Title: Principal

Address: 1100 South Coast Highway, Ste. 318, Laguna Beach, CA 92651

E mail: s.greene@sharongreene.org Telephone No: 949.715.0205

Amount of Subcontract: \$ 75,131.65

Percentage of the total base bid: _____ 7.5 %

Description of the work: Implementation Planning and Financial Analysis

Note, stated percentages for DBE firms are estimates. URS commits to meeting and expects to exceed the stated minimum DBE requirement.

**COOK COUNTY, ILLINOIS (SECTION 3)
LETTER OF INTENT BETWEEN PRIME CONTRACTOR
AND DBE SUBCONTRACTOR OR SUPPLIER**

Contract Title: Long Range Transportation Planning Contract Number: RFQ#12-88-332

Prime proposer: URS Corporation

Address: 100 S Wacker Dr., Ste. 500, Chicago, IL 60606
Street City State Zip Code

Telephone: 312.939.1000 Fax: 312.939.4198 e mail: mohammed.shabbir.hassan@urs.com

Proposed contract amount \$: 998,975.74

Proposed subcontract amount \$: 25,008.57 2.5%

Type of agreement: lump sum hourly rate unit price

DBE subcontractor or supplier: Bronner Group, LLC

Address: 120 North LaSalle St., Ste 1300, Chicago, IL 60602
Street City State Zip Code

Telephone: 312.759.5101 Fax: _____ e mail: Ddavis@bronnnergroupp.com

Work to be performed by DBE:

Strategic planning; Implementation and Policy Guidance

Prime Contractor and the DBE listed above hereby agree that upon the execution of a contract for the above-named project between the prime contractor and Cook County, the DBE will perform the scope of work for the price as indicated above.

Prime Contractor: _____ DBE: _____

URS Corporation
Name of Firm

By: [Signature]
Signature

Mrs. J. J. J.
Print Name

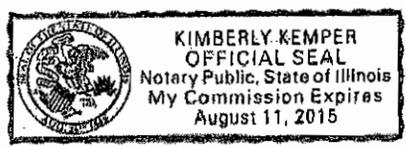
Vice President
Title
4/12/13
Date

STATE OF Illinois
 COUNTY OF cook

SUBSCRIBED AND SWORN TO before me
 on the 12th day of April, 2013

[Signature]
Notary Public signature
Kimberly Kemper
Printed Name of Notary

STAMP



Bronner Group, LLC
Name of Firm

By: [Signature]
Signature

GILA J. Bronner
Print Name

President & CEO
Title
4/12/13
Date

STATE OF Illinois
 COUNTY OF Cook

SUBSCRIBED AND SWORN TO before me
 on the 12th day of April, 2013

[Signature]
Notary Public signature
Diane von Dornburg
Printed Name of Notary

STAMP





CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

April 2, 2012

Gila J. Bronner
Bronner Group, LLC
120 North LaSalle St Ste 1300
Chicago, IL 60602

Dear Gila J. Bronner:

EXPIRED

The Chicago Transit Authority has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit, or Continued Eligibility Affidavit, is due **December 14, 2012**. Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

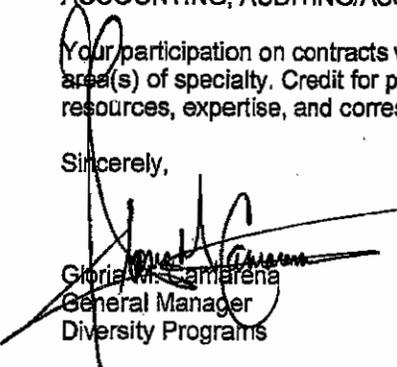
The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at (agency web site address). Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

NAICS-541211: AUDITING ACCOUNTANTS' (I.E., CPAS) OFFICES
NAICS-541611: ADMINISTRATIVE MANAGEMENT CONSULTING SERVICES

ACCOUNTING, AUDITING/ASSURANCE & MANAGEMENT CONSULTING SERVICES

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,


Gloria W. Samarena
General Manager
Diversity Programs



CHICAGO TRANSIT AUTHORITY

December 15, 2008

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

Ms. Gila Bronner
Bronner Group, LLC.
120 N. LaSalle, St. Ste. 1300
Chicago, IL 60602

Vendor: # 10037

Dear Ms. Bronner:

The Chicago Transit Authority has reviewed your *Continued DBE Eligibility Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your certification is approved effective **December 15, 2008** and will expire on **December 14, 2013**. Your next No Change Affidavit or Continued Eligibility Affidavit is due **December 15, 2009**. Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

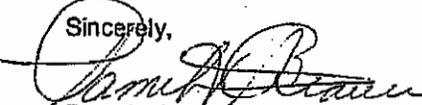
The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at (agency web site address). Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

- **ACCOUNTING, AUDITING/ASSURANCE & MANAGEMENT CONSULTING SERVICES**

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please direct all inquiries and any questions to this agency at 312-681-2601.

Sincerely,


Pamela J. Beavers
General Manager Diversity & Small Business
Compliance Programs

dgr

**COOK COUNTY, ILLINOIS (SECTION 3)
LETTER OF INTENT BETWEEN PRIME CONTRACTOR
AND DBE SUBCONTRACTOR OR SUPPLIER**

Contract Title: Long Range Transportation Planning Contract Number: RFQ#12-88-332

Prime proposer: URS Corporation

Address: 100 S Wacker Dr., Ste. 500, Chicago, IL 60606
Street City State Zip Code

Telephone: 312.939.1000 Fax: 312.939.4198 e mail: mohammad.shabbl.hassan@urs.com

Proposed contract amount: \$: 990,975.74

Proposed subcontract amount: \$: 75,185.82 7.5%

Type of agreement: lump sum hourly rate unit price

DBE subcontractor or supplier: DAMA Consultants, Inc.

Address: 902 N. Richmond, Suite 3R, Chicago, IL 60622
Street City State Zip Code

Telephone: 773.870.1595 Fax: _____ e mail: bhafeez@damaconsultants.com

Work to be performed by DBE: _____

Traffic and roadway modelling

Prime Contractor and the DBE listed above hereby agree that upon the execution of a contract for the above-named project between the prime contractor and Cook County, the DBE will perform the scope of work for the price as indicated above.

Prime Contractor: _____ DBE _____

URS Corporation
Name of Firm

By: [Signature]
Signature

Don Yousef
Print Name

Vice President
Title

4/12/13
Date

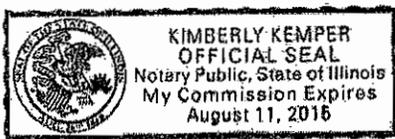
STATE OF Illinois

COUNTY OF Cook

SUBSCRIBED AND SWORN TO before me on the 12th day of April, 2013

[Signature]
Notary Public signature
Kimberly Kemper
Printed Name of Notary

STAMP



DAMA Consultants, Inc.
Name of Firm

By: [Signature]
Signature

Bader Hafeez
Print Name

Principal
Title

4/12/2013
Date

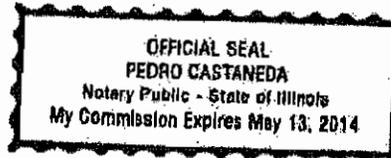
STATE OF IL

COUNTY OF COOK

SUBSCRIBED AND SWORN TO before me on the 12th day of April, 2013

[Signature]
Notary Public signature
Pedro Castaneda
Printed Name of Notary

STAMP





Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

TD

September 26, 2012

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Bader A. Hafeez
Dama Consultants, Inc.
P. O. Box 7199
Chicago, IL 60680-1595

Dear Mr. Hafeez:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for Dama Consultants, Inc. and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

In order to remain certified and in good standing, you must annually submit a No Change Affidavit. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises (bureau) within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there are any changes in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at 217/782-5490.

Sincerely,

Debra A. Clark, Acting Bureau Chief
Bureau of Small Business Enterprises

Illinois Unified Certification DBE Directory

03/20/2013

Dama Consultants, Inc.		490
Bader A. Hafeez P. O. Box 7199 902 N. Richmond Chicago, IL 60680-7199	Phone: 773-870-1595 Fax: bhafeez@damaconsultants.com 1,2,3	Anniversary: 7/1/2016 Category: Professional, Architecture
NAICS 541320-Landscape Architectural Services; 541330-Engineering Services; 541712-Research and Development in the Physical, Engineering	Specialty 541320-URBAN PLANNING; 541330-STUDIES: FEASIBILITY; STUDIES: TRAFFIC; TRAFFIC SIGNALS; CONSTRUCTION INSPECTION; 541712-RESEARCH	
Dan Ash Trucking, Inc.		491
Debra J. Wernick 1801 2nd Ave. N. Silvis, IL 61282	Phone: 309-792-5272 Fax: 309-792-3787 deb25@danashtrucking.com 2,3,4	Anniversary: 12/1/2013 Category: Trucking
NAICS 484220-Specialized Freight (except Used Goods) Trucking, Local	Specialty 484220-TRUCKING	
Daniel Weinbach & Partners, LTD.		492
Wendy Schulenberg 53 W. Jackson Blvd., Ste. 250 Chicago, IL 60604	Phone: 312-427-2888 Fax: 312-427-7648 wschulenberg@dwpltd.com 1,2,3,4,5,6	Anniversary: 6/1/2016 Category: Architecture
NAICS 541320-Landscape Architectural Services	Specialty 541320-LANDSCAPE ARCHITECTURE	
Daniels' Trucking		493
Richard L. Daniels 2801 Blue Oats Dr. Rockford, IL 61102	Phone: 608-207-0034 Fax: 815-963-8730 rldtsw@inwave1.com 1,2,3,4	Anniversary: 3/1/2015 Category: Trucking
NAICS 484220-Specialized Freight (except Used Goods) Trucking, Local	Specialty 484220-TRUCKING	
Darryl's Trucking, Inc.		494
Darryl McKenzie P. O. Box 710 22923 Richton Square Rd. Richton Park, IL 60471	Phone: 708-748-9913 Fax: 708-748-9942 darrylstruckinginc@comcast.net 1	Anniversary: 9/1/2017 Category: Trucking
NAICS 484220-Specialized Freight (except Used Goods) Trucking, Local	Specialty 484220-TRUCKING	
Data Management Group of Virginia, Inc.		495
Carolyn W. Boyer 11820 Fountain Way, Ste. 502 Newport News, VA 23606	Phone: 703-462-6710 Fax: 703-462-6710 carolyn.boyer@datamanagementgroup.com 1,2,3,4,5,6,7,8,9	Anniversary: 9/1/2011 Category: Professional
NAICS 541512-Computer Systems Design Services	Specialty 541512-MISC: INFORMATION TECHNOLOGY SERVICES	

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT



COUNTY OF COOK
BUREAU OF FINANCE
OFFICE OF CONTRACT COMPLIANCE

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Robert Steele	2 nd Dist.	John P. Daley	11 th Dist.
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Deborah Sims	5 th Dist.	Gregg Goslin	14 th Dist.
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Jesus G. Garcia	7 th Dist.	Jeffrey R. Tobolski	16 th Dist.
Edwin Reyes	8 th Dist.	Elizabeth Ann Goody Gorman	17 th Dist.
Peter N. Silvestri	9 th Dist.		

County Building
118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL: (312) 603-5502

February 5, 2013

Baden A. Hafeez
Dama Consultants, Inc.
902 N. Richmond, Suite 3R
Chicago, IL 60622

Re: **Cook County MBE/WBE/VBE Certification Extension**

Dear Mr. Hafeez:

Please be advised that your status as a certified Minority Business Enterprise (**MBE**), Women's Business Enterprise (**WBE**) and/or Veteran Business Enterprise (**VBE**) has been extended until **June 30, 2013**.

This extension is provided to ensure a thorough review of your company's documentation and to allow your company the time to submit additional information and documents if requested.

This **Certification Extension** does not guarantee continued eligibility in Cook County's **MBE/WBE/VBE** Program.

In responding to procurement opportunities, as evidence of your current **MBE/WBE/VBE** certification with Cook County, you may include this Extension Letter and most recent Certification Letter with your submission.

If you have any questions, please feel free to contact Paulette Brooks at (312) 603-5502.

Sincerely,

Paulette Brooks
Interim Contract Compliance Director

PB/ew

**COOK COUNTY, ILLINOIS (SECTION 3)
LETTER OF INTENT BETWEEN PRIME CONTRACTOR
AND DBE SUBCONTRACTOR OR SUPPLIER**

Contract Title: Long Range Transportation Planning Contract Number: RFQ#12-88-332

Prime proposer: URS Corporation

Address: 100 S Wacker Dr., Ste. 500, Chicago, IL 60606
Street City State Zip Code

Telephone: 312.939.1000 Fax: 312.939.4198 e mail: mohammad.shabbir.hassan@urs.com

Proposed contract amount \$: 998,975.74

Proposed subcontract amount \$: 120,000.45 12.0%

Type of agreement: lump sum hourly rate unit price

DBE subcontractor or supplier: Metro Strategies, Inc.

Address: 526 Crescent Blvd., Suite 310, Glen Ellyn, IL 60137
Street City State Zip Code

Telephone: 630.634.8400 Fax: _____ e mail: kronano@metrostrategiesinc.com

Work to be performed by DBE: _____

Stakeholder Engagement; Freight Planning; Policy Guidance

Prime Contractor and the DBE listed above hereby agree that upon the execution of a contract for the above-named project between the prime contractor and Cook County, the DBE will perform the scope of work for the price as indicated above.

Prime Contractor: _____ DBE: _____

URS Corporation

Name of Firm

By: [Signature]

Signature

Ane Younesbural

Print Name

Vice President

Title

4/12/13

Date

STATE OF Illinois

COUNTY OF Cook

SUBSCRIBED AND SWORN TO before me

on the 12th day of April, 2013

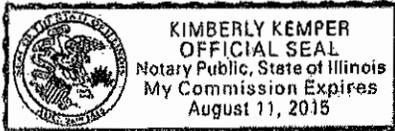
[Signature]

Notary Public signature

Kimberly Kemper

Printed Name of Notary

STAMP



Metro Strategies, Inc.

Name of Firm

By: [Signature]

Signature

Karyn Romano

Print Name

President

Title

04/12/2013

Date

STATE OF Illinois

COUNTY OF DuPage

SUBSCRIBED AND SWORN TO before me

on the 12th day of April, 2013

[Signature]

Notary Public signature

Ashley D Sweet

Printed Name of Notary

STAMP





Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

April 26, 2012

CERTIFIED-RETURN RECEIPT REQUESTED

Karyn M. Romano
Metro Strategies, Inc.
526 Crescent Blvd., Suite 310
Glen Ellyn, IL 60137

Dear Ms. Romano:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for Metro Strategies, Inc. and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

In order to remain certified and in good standing, you must annually submit a No Change Affidavit. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises (bureau) within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(l), whenever there are any changes in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at 217/782-5490.

Sincerely,

A handwritten signature in black ink, appearing to read "Debra A. Clark".

Debra A. Clark, Acting Bureau Chief
Bureau of Small Business Enterprises

**COOK COUNTY, ILLINOIS (SECTION 3)
LETTER OF INTENT BETWEEN PRIME CONTRACTOR
AND DBE SUBCONTRACTOR OR SUPPLIER**

Contract Title: Long Range Transportation Planning Contract Number: RFQ#12-88-332

Prime proposer: URS Corporation

Address: 100 S Wacker Dr., Ste. 500, Chicago, IL 60608
Street City State Zip Code

Telephone: 312.939.1000 Fax: 312.939.4198 e mail: mohammad.shabbir.hassan@urs.com

Proposed contract amount \$: 998,975.74

Proposed subcontract amount: \$: 30,204.81 3.0%

Type of agreement: lump sum hourly rate unit price

DBE subcontractor or supplier: Milhouse Engineering & Construction

Address: 60 East Van Buren Street, Suite 1501, Chicago, IL 60605
Street City State Zip Code

Telephone: 312.987.0061 Fax: 312.987.0071 e mail: ahardy@milhouseinc.com

Work to be performed by DBE:

Construction Estimation

Prime Contractor and the DBE listed above hereby agree that upon the execution of a contract for the above-named project between the prime contractor and Cook County, the DBE will perform the scope of work for the price as indicated above.

Prime Contractor: URS Corporation DBE

Name of Firm: URS Corporation

By: [Signature]

Signature: [Signature]

Print Name: Dave Kowalski

Title: Vice President

Date: 4/12/13

STATE OF Illinois

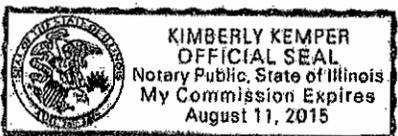
COUNTY OF Cook

SUBSCRIBED AND SWORN TO before me
on the 12th day of April, 2013

Notary Public signature: [Signature]

Printed Name of Notary: Kimberly Kemper

STAMP



Name of Firm: Milhouse Engineering & Construction

By: [Signature]

Signature: [Signature]

Print Name: JOE ZUMAD

Title: V.P. Eng

Date: 4/12/13

STATE OF Illinois

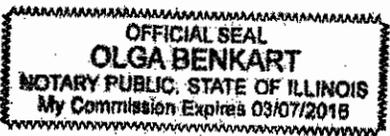
COUNTY OF Cook

SUBSCRIBED AND SWORN TO before me
on the 12th day of April, 2013

Notary Public signature: [Signature]

Printed Name of Notary: Olga Benkart

STAMP





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

June 19, 2012

Mr. Wilbur Milhouse III
Milhouse Engineering & Construction, Inc.
60 E. Van Buren St., Suite 1501
Chicago, IL 60605

Dear Mr. Milhouse:

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due **June 1, 2013**. Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you **must** provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name, will appear in the Illinois Certification Program (IL UCP) DBE Directory under the area(s) of specialty listed below. The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at <http://www.dot.state.il.us/ucp/ucp.html>. Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

Mr. Wilbur Milhouse III
Milhouse Engineering & Construction, Inc.
Page 2

JUN 19 2012

<u>NAICS</u>	<u>Description</u>
541330	Engineering Services
236220	Construction Management, Commercial, and Institutional Building
237310	Construction Management, Highway, Road, Street, and Bridge

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JR/cm

**COOK COUNTY, ILLINOIS (SECTION 3)
LETTER OF INTENT BETWEEN PRIME CONTRACTOR
AND DBE SUBCONTRACTOR OR SUPPLIER**

Contract Title: Long Range Transportation Planning Contract Number: RFQ#12-88-332
 Prime proposer: URS Corporation
 Address: 100 S Wacker Dr., Ste. 500, Chicago, IL 60606
Street City State Zip Code
 Telephone: 312.939.1000 Fax: 312.939.4198 e mail: mohammad.shabbir.hassan@urs.com
 Proposed contract amount \$: 998,975.74
 Proposed subcontract amount: \$: 24,958.16 2.5%
 Type of agreement: lump sum hourly rate unit price
 DBE subcontractor or supplier: Lopez Martin & Associates, Inc. d/b/a Purple Group
 Address: 2724 N. Sacramento Ave., Chicago, IL 60647
Street City State Zip Code
 Telephone: 773.394.9880 Fax: _____ e mail: laritza@purplegrp.com
 Work to be performed by DBE: _____

Stakeholder Engagement

Prime Contractor and the DBE listed above hereby agree that upon the execution of a contract for the above-named project between the prime contractor and Cook County, the DBE will perform the scope of work for the price as indicated above.

Prime Contractor: _____ DBE _____

URS Corporation
Name of Firm
 By: [Signature]
Signature
[Print Name]
Print Name
 Vice President
Title
 Date: 4/12/13

Lopez Martin & Associates, Inc. d/b/a Purple Group
Name of Firm
 By: [Signature]
Signature
Laritza Lopez
Print Name
 President
Title
 Date: 4/12/13

STATE OF Illinois
 COUNTY OF Cook

STATE OF Illinois
 COUNTY OF Cook

SUBSCRIBED AND SWORN TO before me on the 12 day of April on the 2013

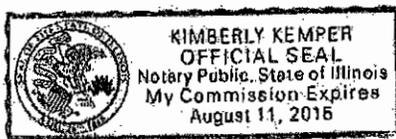
SUBSCRIBED AND SWORN TO before me on the 12 day of April on the 2013

[Signature]
Notary Public signature
Kimberly Kemper
Printed Name of Notary

[Signature]
Notary Public signature
JEFF MIXA
Printed Name of Notary

STAMP

STAMP





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JAN 11 2013

Laritza Lopez
Lopez Martin & Associates, Inc., dba Purple Group
2724 North Sacramento Avenue
Chicago, IL 60647-1716

Dear Laritza Lopez:

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due **June 1, 2013**. Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE and as an ACDBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name, will appear in the Illinois Certification Program (IL UCP) DBE Directory under the area(s) of specialty listed below. The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE and ACDBE firms. The Directory can be accessed on the Internet at <http://www.dot.state.il.us/ucp/ucp.html>. Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

NAICS and NIGP CODE	DESCRIPTION
NAICS 541611	Business management consulting services
NAICS 541613	Marketing consulting services
NAICS 541810	Advertising agency consulting services
NAICS 541820	Public relations services
NAICS 541890	Advertising Related Services
NAICS 541910	Marketing analysis services
NAICS 541930	Translation services, language

Your participation on contracts will only be credited toward DBE and ACDBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/gd

**COOK COUNTY, ILLINOIS (SECTION 3)
LETTER OF INTENT BETWEEN PRIME CONTRACTOR
AND DBE SUBCONTRACTOR OR SUPPLIER**

Contract Title: Long Range Transportation Planning Contract Number: RFQ#12-88-932

Prime proposer: URS Corporation

Address: 100 S Wacker Dr., Ste. 500, Chicago, IL 60606
Street City State Zip Code

Telephone: 312.939.1000 Fax: 312.939.4198 e mail: mohammad.shabbir.hassan@urs.com

Proposed contract amount \$: 998,975.74

Proposed subcontract amount \$: 75,131.65 7.5%

Type of agreement: lump sum hourly rate unit price

DBE subcontractor or supplier: Sharon Greene + Associates

Address: 1100 South Coast Highway, Ste. 318, Laguna Beach, CA 92651
Street City State Zip Code

Telephone: 949.715.0206 Fax: 949.715.0204 e mail: s.greene@sharongreene.org

Work to be performed by DBE:

Implementation Planning and Financial Analysis

Prime Contractor and the DBE listed above hereby agree that upon the execution of a contract for the above-named project between the prime contractor and Cook County, the DBE will perform the scope of work for the price as indicated above.

Prime Contractor: _____ DBE _____

URS Corporation
Name of Firm

[Signature]
By: Signature

[Signature]
Print Name

Vice President
Title

4/12/13
Date

Illinois
STATE OF

Cook
COUNTY OF

SUBSCRIBED AND SWORN TO before me
on the 12 day of April on the 2013

[Signature]
Notary Public signature

Kimberly Kemper
Printed Name of Notary

Sharon Greene + Associates
Name of Firm

[Signature]
By: Signature

Sharon Greene
Print Name

President/Principal
Title

April 12, 2013
Date

California
STATE OF

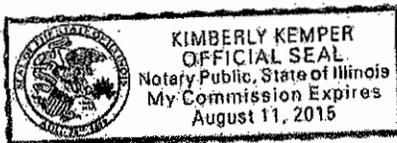
Orange
COUNTY OF

SUBSCRIBED AND SWORN TO before me
on the 12th day of April 2013

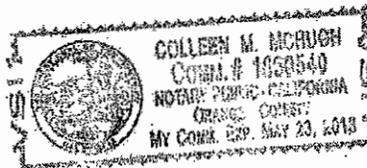
[Signature]
Notary Public signature

Colleen McHugh
Printed Name of Notary

STAMP



STAMP





CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

December 12, 2011

Sharon Greene
Sharon Greene & Associates
1100 South Coast Highway, Suite 318
Laguna Beach, CA 92651

Dear Sharon Greene:

Your firm is currently certified as a Disadvantaged Business Enterprise (DBE) with the Illinois Unified Certification Program (IL UCP) for a period of five years, as provided under 49 CFR Part 26.83 (j). Agency records indicate your firm's certification anniversary renewal date is **February 8, 2014**. As a condition of continued certification for another five-year period, your firm must submit a **No Change Affidavit** to your host agency. This affidavit and supporting documentation (see checklist) must be completed online at www.cta.dbesystem.com and submitted electronically or to the address below within **sixty (60) calendar days** of the date of this letter.

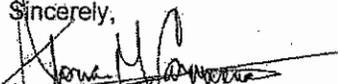
**Chicago Transit Authority
Purchasing & Small Business Compliance Department
567 W Lake Street, 4th Floor
Chicago, IL 60661**

The affidavit specifically affirms that your firm meets small business size standards and is supported by documentation of your firm's size and gross receipts. Furthermore, if there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Failure to submit your affidavit within the specified time period will result in the removal of your DBE certification.

If you have any questions or need assistance, please call **312-681-2601**.

Sincerely,


Gloria M. Camarena
General Manager
Purchasing & Small Business Compliance Department

**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) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

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): N/A

(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:

N/A

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.

SEE ATTACHMENT A FOR ADDITIONAL OWNERSHIP INTEREST DECLARATIONS.

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 in: Original Statement or Amended Statement

Identifying Information:

Name URS Corporation (a Nevada Corporation) D/B/A: _____ EIN NO.: 94-1716908

Street Address: 100 S Wacker Dr, Ste. 500

City: Chicago State: IL Zip Code: 60606

Phone No.: 312.939.1000

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
URS Holdings, Inc. (a Delaware corporation)	600 Montgomery Street San Francisco, CA 94111	100% of URS Corporation (a Nevada corporation)

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

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
URS Holdings, Inc. (a Delaware corporation)	600 Montgomery Street San Francisco, CA 94111	100% of URS Corporation (a Nevada corporation)	parent company

Declaration (check the applicable box):

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

Mohammad S. Hassan
Name of Authorized Applicant/Holder Representative (print or type)

Mohammad S. Hassan
Signature

mohammad.shabbir.hassan@urs.com
E-mail address

Vice President
Title

10/31/2012
Date

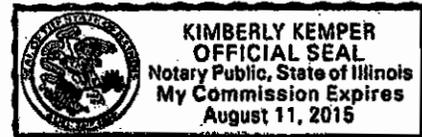
312.939.1000
Phone Number

Subscribed to and sworn before me
this 31st day of October, 2012.

X *[Signature]*
Notary Public Signature

My commission expires: 8/11/2015

Notary Seal



Attachment A- Ownership Interest Declarations, #1

URS Holdings, Inc. (a Delaware corporation):

This Statement is being made by the [] Applicant [X] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [] Amended Statement

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
URS Corporation (a Delaware corporation)	600 Montgomery Street San Francisco, CA 94111	100% of URS Holdings, Inc. (a Delaware corporation)

URS Corporation (a Delaware corporation):

This Statement is being made by the [] Applicant [X] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [] Amended Statement

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
Janus Capital Management LLC	151 Detroit Street Denver, CO 80206	8.8%
BlackRock, Inc.	55 East 5nd Street New York, NY 10055	7.3%
Glenview Capital Management	767 Fifth Ave, 44th Fl, New York, New York	5.2%

URS Corporation (a Delaware corporation) is traded on the New York Stock Exchange. We are providing SEC Filings for the entities listed above with more than 5% ownership.



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: [http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList .pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList.pdf)

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: Mohammad S. Hassan Title: Vice President

Business Entity Name: URS Corporation Phone: 312.939.1000

Business Entity Address: 100 S. Wacker Drive, Suite 500, Chicago, IL 60606

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

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

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

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.

Mohammad S. Hassan 10/31/2012
Owner/Employee's Signature Date

Subscribe and sworn before me this 31st Day of October, 2012

a Notary Public in and for Cook County

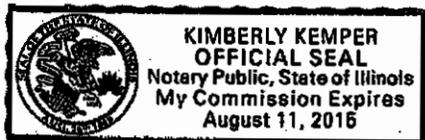
Kimberly Kemper
(Signature)

NOTARY PUBLIC
SEAL

My Commission expires 8/11/2015

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 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: JRS Corporation

BUSINESS ADDRESS: 100 S. Wacker Drive Suite 500

BUSINESS TELEPHONE: 312 939 1000 FAX NUMBER: 312 939 4198

CONTACT PERSON: Mohammad HASSAN

FEIN: 94-1716908 *IL CORPORATE FILE NUMBER: 505 722 69

LIST THE FOLLOWING CORPORATE OFFICERS: See attached

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

**SIGNATURE OF ^{Vice} PRESIDENT: Mohammad Hassan

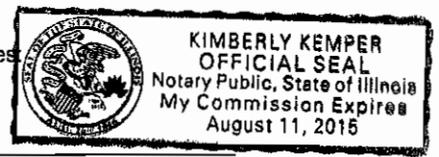
ATTEST: Jennifer McNeil Dhadwal (CORPORATE

SECRETARY) * Corporate secretary not located at this location - see attached authorization

Subscribed and sworn to before me this
18th day of April, 2013.

X [Signature]
Notary Public Signature

My commission expires
8/11/15



Notary Seal

* 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.



**URS CORPORATION
CERTIFICATE OF SECRETARY**

EXTRACT of resolutions adopted by unanimous written consent of the Board of Directors of URS Corporation, a Nevada corporation (the "Corporation"), dated as of January 1, 2012:

* * * * *

Appointment of Officers

RESOLVED, that the following persons be and they hereby are appointed officers of the Corporation, to hold the respective office(s) set forth beside their names until their successors are duly elected and qualified and that any officer previously appointed and not named herein is hereby deemed to be removed:

Mohammad S. Hassan Vice President

Authority to Execute Documents on Behalf of the Corporation

WHEREAS, the conduct of the business of the Corporation is subject to the provisions of the URS Corporation and Subsidiaries Policies and Procedures Manual, as amended from time to time (the "P and P"), which includes provisions concerning persons who may execute and deliver documents on behalf of the Corporation; and

WHEREAS, the Board of Directors wishes to clarify any confusion that may arise between the provisions of the P and P and the provisions of the By-Laws of the Corporation or statutes concerning persons who may execute and deliver documents on behalf of the Corporation; it is

NOW, THEREFORE, RESOLVED, that, in conjunction with the P and P, each of the following persons (an employee of the Corporation or an affiliate and an officer of the Corporation) be and he or she hereby is authorized, directed and empowered to execute and deliver any and all documents on behalf of the Corporation:

Mohammad S. Hassan

* * * * *

I, Kristin L. Jones, the undersigned, do hereby certify that I am the Secretary of URS Corporation and that the foregoing is a true and correct copy of the resolutions adopted by the Board of Directors of the Corporation by written consent dated as of January 1, 2012. I further certify that said resolutions are in conformity with the Certificate of Incorporation and the bylaws of the Corporation. They have not been modified, amended or revoked and are in full force and effect as of the date hereof.

Dated this 8th day of November, 2012



Kristin L. Jones, Secretary

URS Corporation (a Nevada corporation) Officers and Directors

Title	Name	Address
Senior Vice President & Director	Thomas W. Bishop	600 Montgomery St., 25th Floor, San Francisco, CA 94111
Director, Vice President, CFO	H. Thomas Hicks	600 Montgomery St., 25th Floor, San Francisco, CA 94111
Senior Vice President & Director	James R. Draheim	2020 K Street NW, Suite 300, Washington, DC 20006
President	Gary V. Jandegian	600 Montgomery St., 25th Floor, San Francisco, CA 94111
Secretary	Kristin L. Jones	600 Montgomery St., 25th Floor, San Francisco, CA 94111
Executive Vice President	Dhamo S. Dhamotharan	10550 Richmond Ave, Suite 155, Houston, TX 77042
Executive Vice President & Controller	Paul M. Boechler	600 Montgomery St., 25th Floor, San Francisco, CA 94111
Vice President & Treasurer	Judy L. Rodgers	600 Montgomery St., 25th Floor, San Francisco, CA 94111
Senior Vice President	William Ettenger	8181 East Tufts Avenue, Denver, CO 80237
Senior Vice President	Michael R. Just	100 S. Wacker Dr., Suite 500, Chicago, IL 60606
Senior Vice President	Vincent Provenza	3500 N. Causeway Blvd., Suite 900, Metairie, LA 70002
Vice President	Mike Ander	100 S. Wacker Dr., Suite 500, Chicago, IL 60606
Vice President	Mohammad S. Hassan	100 S. Wacker Dr., Suite 500, Chicago, IL 60606
Vice President	Albert Clark	100 S. Wacker Dr., Suite 500, Chicago, IL 60606
Vice President	Joseph Zlogar	100 S. Wacker Dr., Suite 500, Chicago, IL 60606
Vice President	Robert J. Andrews	100 S. Wacker Dr., Suite 500, Chicago, IL 60606
Vice President	Daniel Banaszek	100 S. Wacker Dr., Suite 500, Chicago, IL 60606
Vice President	Kenneth Kastman	100 S. Wacker Dr., Suite 500, Chicago, IL 60606
Vice President	Daniel Youngman	100 S. Wacker Dr., Suite 500, Chicago, IL 60606
Vice President	David Meiri	100 S. Wacker Dr., Suite 500, Chicago, IL 60606
Vice President	Dennis Kasner	100 S. Wacker Dr., Suite 500, Chicago, IL 60606
Vice President	Earl Wacker	100 S. Wacker Dr., Suite 500, Chicago, IL 60606
Vice President	John Schwalbach	345 East Ash Avenue, Decatur, IL 62526
Vice President	Keith W. Benting	345 East Ash Avenue, Decatur, IL 62526
Assistant Secretary	Carol Brandenburg-Smith	600 Montgomery St., 25th Floor, San Francisco, CA 94111



To all to whom these Presents Shall Come, Greeting:

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

URS CORPORATION, INCORPORATED IN THE STATE OF NEVADA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON DECEMBER 26, 1974, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE FILING OF ANNUAL REPORTS AND PAYMENT OF FRANCHISE TAXES, AND IS AT THIS TIME A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS*****

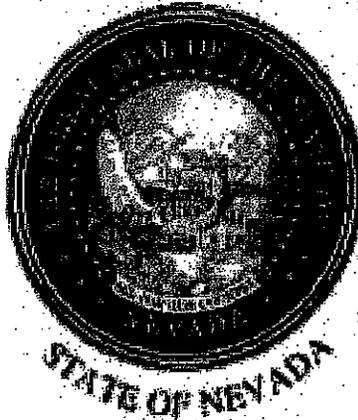
In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 24TH *day of* MARCH *A.D.* 2004



Jesse White

SECRETARY OF STATE

SECRETARY OF STATE

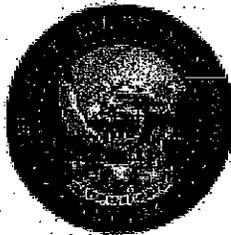


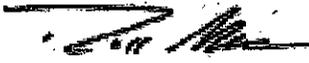
CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, **ROSS MILLER**, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation sales, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **URS CORPORATION**, as a corporation duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since March 25, 1970, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on December 4, 2009.




ROSS MILLER
Secretary of State

Electronic Certificate
Certificate Number: C20091204-1046
You may verify this electronic certificate
online at <http://www.nvsos.gov/>

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 13 DAY OF May, 2013.

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

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

12-88-332

OR

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

TOTAL AMOUNT OF CONTRACT:\$ 998,975.74
(DOLLARS AND CENTS)

FUND(S) CHARGEABLE: 5300.562140.5211

APPROVED AS TO FORM:

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

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 08 2013

COM _____



Cook County Government

EXHIBIT 1

**Scope of Services
Key Personnel
Project Schedule**



SCOPE OF SERVICES

Cook County 2040 Long Range Transportation Plan Scope of Work

Introduction

The URS Team will develop the Cook County 2040 Long Range Transportation Plan (LRTP) with an emphasis on promoting multimodal improvements that address existing and future year mobility needs consistent with the County's Complete Streets policy. The plan will evaluate individual modes of transportation and identify opportunities to strengthen intermodal connections, eliminate system gaps, enhance safety for all users, and ultimately strengthen the multimodal transportation system. Our overall project approach will utilize a general, high level planning analysis that will identify priority multimodal improvements through the year 2040. The project scope assumes a 24-month schedule and includes the following tasks:

1. **Project Management** - outlines the project management communication and coordination between the URS Team and the Cook County Transportation and Highway Department (County) staff for the duration of the project.
2. **Public Outreach / Stakeholder Coordination** - outlines the proposed public participation process that will be used to engage the public and stakeholders.
3. **Existing Conditions** - outlines the approach to identify existing multimodal transportation issues, deficiencies, and network gaps.
4. **Future Year Conditions** - outlines the approach to analyze year 2040 multimodal transportation issues, deficiencies, and network gaps. This includes coordination with CMAP staff, to utilize the regional travel demand forecasting model, and with the County's Bureau of Economic Development staff to identify strategies that foster economic development and job growth within Cook County.
5. **Alternatives Analysis** - outlines the approach to develop and analyze potential multimodal transportation improvements. Potential improvements will be prioritized to address the existing and future year deficiencies.
6. **Recommended Plan** - outlines the development of the recommended multimodal improvements including implementation strategies and policies. It is anticipated that the recommended plan will be divided into short-term projects (2015 - 2020) and long-term projects (2021 - 2030, and 2031 - 2040).
7. **Financial Analysis** - outlines the development of multimodal cost estimates and a financial analysis that compares the costs against projected revenues.



Cook County Government

8. **Draft and Final Report** - outlines the anticipated project deliverables.
9. **Optional Tasks** - outlines tasks that could be beneficial in completing the LRTP but are not currently included in the scope of work and project budget. The URS Team will work closely with the County staff to determine if the scope of work and/or budget need to be modified to accommodate the optional tasks identified in tasks 1-8.



1. Project Management

Dan Meyers will serve as the URS Project Manager. He will be assisted by Yemi Oyewole who will serve as the Deputy Project Manager. URS will oversee the development of the LRTP and be responsible for coordinating work tasks, progress reports, and invoicing with the project sub-consultants. As part of the project management component, URS will stay in close communication with County staff via phone and in-person meetings. URS will also develop an overall project management plan that will summarize key milestones and deliverables. Key tasks include:

a) Project Management Plan

The URS Team will develop a project management plan (PMP) that assumes a 24-month timeframe to complete the Cook County 2040 LRTP. The PMP will define a system for project control including necessary procedures for conducting the work and managing the resources; communications; budget and schedule controls; reporting project status and progress; document control; quality assurance/quality control (QA/QC); and administration. The project manager and deputy project manager will monitor the PMP for the duration of the project to keep the study on schedule and within budget.

b) Sub-Consultant Communication

The URS Team will establish an on-going communication plan with our sub-consultants to ensure consistent work products and to keep the project on-schedule. It is anticipated that at a minimum we will have bi-weekly communication with our sub-consultants. At key project milestones, it is anticipated that weekly, and perhaps daily, communication will be necessary. As the study progresses, the URS Team could establish conference calls with our sub-consultants, some of which could include participation by County staff. The URS project management team will provide County staff with sub-consultant updates as part of the on-going project management communication and as part of regular invoicing and reporting.

c) Communication with County Staff

The URS Team will work closely with the County staff to review recent work tasks, schedule upcoming work tasks, and discuss the overall project status. It is envisioned that our project manager will have weekly calls with County project manager (or, project management team) to discuss project updates, key tasks, and project schedule/budget. In addition to weekly calls, it is anticipated that the project manager, and/or deputy project manager, along with key URS Team members will attend in-person meetings with the County project management team. The need for in-person meetings will be discussed with the County and will be scheduled accordingly at key times of the project. It is anticipated that communication with County staff will also include meetings with staff from the Bureau of Economic Development.



d) Invoicing and Reporting

Each month, a progress report will be submitted to the County project manager with the invoice. The report will document the hours spent by task during the previous month; the cumulative hours to-date; a comparison to the budgeted hours; and a description of tasks or deliverables completed during that month. The report will also include a statement of resolution, or action for resolution, of identified problems that may have been encountered during the past month. Action items anticipated for the upcoming month, or two months, will be included. Any changes to the project schedule will be identified and the impact on the overall project schedule will be addressed. In addition, the progress report will identify the need to consider optional work tasks (see Task 9).

2. Public Outreach / Stakeholder Coordination

The URS Team views the public outreach / stakeholder coordination task as a critical piece of the LRTP development. Local coordination with stakeholders will be essential in developing, and implementing, the multimodal transportation investments. Given the overall lengthen of the project, it may become necessary to modify the public outreach and stakeholder coordination task in an effort to obtain quality participation/input. As such, the project team proposes a flexible outreach process that allows adjustments to be made in order to best meet the project goals. The URS Team will work closely with the County staff to develop the specific public outreach and stakeholder coordination components. It is also anticipated that some of the public outreach tasks could be completed as part of the Contingencies task (see task 9). The following summarizes the primary coordination subtasks that will be completed as part of the LRTP.

a) Visioning Session

Internal County project staff and the consultant team will meet to map out the project needs, goals and vision. A second session may be held with the Advisory Committee members to introduce the project and draft vision. If a second session is not held, the project team will seek the Advisory Committee input through other means.

b) Project Branding

Once the project vision and goals have been firmly established, the project will be branded to give the project an identity. A project logo will be created along with templates for presentations and materials to be used throughout the project.

c) Prepare Involvement Plan

The URS Team, as one of the first steps in the planning process, will work with County staff to develop a Public Involvement Plan (PIP) that summarizes the public outreach and stakeholder coordination. The PIP will outline public

involvement tasks that will be completed throughout the duration of the LRTP including key dates, outreach activities and strategies to address the traditionally underserved (minority and low income) populations. The team will evaluate the County's population make-up and identify strategies for marketing and outreach to pockets of ethnic groups within the County. This could entail translating materials in other languages and working with ethnic news media. The project team will work closely with County staff to develop an outreach plan that targets partners and audiences essential to the development of the LRTP. The outreach plan will also identify tools that can be sustained after the LRTP is completed in order to continue effective engagement of regional partners and to communicate with the public.

d) Stakeholder Advisory Committee

The URS Team envisions the creation of a Stakeholder Advisory Committee to advise the County and project team on the development of the LRTP and on outreach efforts. The Stakeholder Advisory Committee is likely to consist of representatives from the suburban Councils of Governments, City of Chicago, transit agencies, business groups and other interest groups, as well as key individuals identified by the County. The Stakeholder Advisory Committee will help identify issues and transportation solutions critical to their constituencies. Engaging a Stakeholder Advisory Group will also develop strong relationships with key County partners including the Bureau of Economic Development. It is envisioned that the Stakeholder Advisory Committee will also be used in screening potential multimodal transportation improvements (which will be completed as part of Task 5).

e) Stakeholder Database

The URS Team will build on the County's existing stakeholder database to create a comprehensive list of countywide contacts to be utilized into future years. This list of stakeholders will be used to seek input into the planning process, notify people of upcoming meetings or events, and to provide new information on the County's plan. This will include all levels of elected officials, governmental entities, community organizations, and business associations. The list will be maintained and updated throughout the project.

f) Web Presence

The URS Team will use electronic formats and social media to provide up-to-date information and to engage participants who would not otherwise, or cannot, attend public meetings. The URS Team will develop a project website that will allow for public feedback and access to project surveys. URS will establish a website within the first 30 days of a notice to proceed and will be responsible for the maintenance of the site throughout the duration of the project. The URS Team will provide website and survey links to the County staff, and other relevant agencies, that can be posted on other websites or included in electronic correspondence.

Effectively utilizing social mediums that are suited for this project will enable many more constituents, not only to be kept informed, but to participate in this process as well. Social media will allow for up-to-the-minute information being provided to followers and to promote meetings and opportunities to provide comments and an electronic newsletter will be utilized to communicate plan information.

g) Pop-Up Meetings

With busy schedules and overloaded time commitments, the public does not have as much time or desire to attend public meetings even when they are interested in the topic and outcomes. In order to seek public engagement and have a dialogue with the public, a preferred public engagement mechanism is to go where the public is already congregating. Pop-up meeting activities allow for short but meaningful interactions with the public that allow their feedback to be incorporated into the plan while ultimately reaching a significantly higher number of residents than the traditional public meeting. Our team will work with the County to identify appropriate opportunities to conduct pop-up meetings. Additionally, we will discuss with the County opportunities to set up displays, kiosks or booths at high volume locations within the County and at scheduled events. This could include community fairs, convention centers, shopping malls and universities. The project team will work with the County to identify geographically dispersed events and locations and the appropriate form of County participation. Depending on the level of involvement required for the pop meetings, some of the meetings could be included as part of the optional tasks (see task 9).

h) Public Meetings

The URS Team will work with the County staff to identify the appropriate number and locations to hold public meetings to present the draft LRTP. In addition to public meetings, the project team will utilize other means to distribute the draft LRTP for public comment. The stakeholder list, website, social media, and press releases will be used to advertise the public meetings. Advertisements in targeted newspapers and websites will also be used to promote the public meetings. Presentations, fact sheets, meeting displays, advertisements and all other materials will be prepared by the project team. The project team will record and track those reached at both the pop-up and public meetings in order to relay further plan information to these constituents. Comments received from the public will be summarized and used to finalize the LRTP. The project team will work closely with the County staff to utilize their media resources to help promote the public meetings.

i) Elected Officials Briefings

It is important that the elected officials be kept apprised of the planning process and their input sought throughout. The URS Team will provide fact sheets, briefing materials, talking points and other relevant information for County staff to use when meeting with elected officials. A schedule for legislative meetings will be coordinated with the County Board President Preckwinkle's intergovernmental staff.

j) County Board Presentation

We envision a County Board presentation during the LRTP planning process. The project team will work closely with the County staff to determine the appropriate time and material to present. The project team will work closely with the County staff to develop the presentation and board materials. The team will also draft updates to be provided to the Board throughout the LRTP process. If it is determined that additional presentations are needed, the project team will work with County staff to address this as part of the Optional Tasks (see task 9).

k) Media Relations

Information about the project, particularly the public meetings, will be widely disseminated to major news organizations, community papers, and special interest publications through a variety of outreach methods including press releases. Media monitoring will occur in order to capture all published/posted information on the project. A binder documenting all public media postings that the project produced or collected will be prepared for County staff. It is anticipated that the project team will work closely with the County to maximize the use of their existing media relations and communications staff.

l) Speakers Bureau

As the study progresses, the project team will work closely with the County staff to identify potential opportunities for the County staff, the URS team, and/or key Advisory Committee members to speak at key events regarding the LRTP. It is anticipated that these events could include project-related information to civic, business, community and other interested organizations at regularly scheduled meetings and events. This effort is included as part of the Optional Tasks (see task 9).

m) Collateral Materials

The URS Team will create a project brand which will be carried through on all electronic and printed materials. Fact sheets, meeting materials, electronic newsletters, legislative briefing materials and all other needed collateral materials will be prepared by the project team in close coordination with County staff.

n) Online Interactive Scenarios - MetroQuest

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Balancing transportation, land use, and economic development are important factors that will guide the development of the LRTP. As such, the project team plans to use Metroquest to obtain input at key phases throughout the project. MetroQuest, an interactive web based tool, allows participants to adjust variables such as the compactness of development and transportation improvements, and see immediately how those choices affect how and where development occurs, and how they affect a range of mobility choices and priorities.

It is anticipated that MetroQuest will be used during three phases of the project. First, as part of the issues identification process to help identify countywide transportation gaps and deficiencies. Second, during the development and evaluation of potential multi-modal improvements. Finally, as part of the recommended plan development to help prioritize multi-modal improvements. MetroQuest will be displayed in two languages.

The project team will work closely with the County staff to develop the materials for the MetroQuest website. As the study progresses, we will discuss with the County staff the possibility of expanding the use of MetroQuest to potentially include kiosks throughout the County. Additional use of MetroQuest would be discussed with the County staff as part of the Optional Tasks (see task 9).

o) Response to Public Comment

The URS Team will prepare responses to public comment in the form of FAQs, direct written responses, and/or response summaries to be posted on the project website. It is important to acknowledge input made by all citizens in order for people to know their comments have been heard and that they are truly part of the process.

p) Deliverables

The URS Team will prepare a PIP documenting the public outreach and stakeholder coordination activities, key milestones, and desired outcomes. This process will occur at the beginning of the LRTP process and will guide the stakeholder outreach throughout the development and adoption of the LRTP.

Throughout the duration of the LRTP planning process, the project team will maintain summaries of all meetings, identification of key issues, and feedback on how well transportation planning and investment priorities address key community objectives and concerns. Upon completion of the LRTP, the project team will provide the County with the results. A final public involvement report will be prepared documenting all outreach activities that occurred during the planning process and identifying all comments received.

3. Existing Conditions



The URS Team will inventory and analyze the existing physical (transportation and land use) and socioeconomic conditions within Cook County. This analysis will establish a baseline condition for understanding the key mobility and accessibility issues facing the County. The analysis will identify existing multimodal deficiencies, and system gaps, that will be addressed as part of the alternatives analysis. The URS Team will work closely with the County staff to utilize existing data sources.

The URS Team will evaluate the existing transportation network to identify system deficiencies. This evaluation will be multimodal in nature - meaning our team will review the individual transportation modes and emphasize the interaction and connectivity between modes (i.e., non-motorized linkages to public transportation, multimodal freight linkages between truck, air, rail, and waterways, etc.). Given the large study area, it is anticipated that this task will be completed at a high, general planning level analysis.

a) Collect Data

The URS Team will work closely with the County, CDOT, CMAP, IDOT, ISTHA, CTA, Metra, Pace and local communities to gain access to relevant data, statistics, GIS data, and relevant transportation and land use studies. Data collection activities will accumulate not only numeric information, but also information on existing and projected travel markets, as well as current and future land use and development patterns. Given the large study area and significant amount of data, the URS Team will rely heavily on current GIS data to conduct the existing conditions analysis. The project team will also coordinate with CMAP to obtain the current regional travel demand forecasting model files and socioeconomic data.

b) Existing Plan Review

The URS Team will review adopted local, regional, and state transportation and comprehensive plans that impact Cook County. The initial analysis will focus on key elements of existing and future land use municipality comprehensive plans and will include a review of surrounding counties to address regional connectivity issues. The project team will work closely with the County staff to also identify economic development plans that could impact the development of the LRTP and be factored into the plan development.

c) Identify Forces and Issues

The URS Team will identify forces and issues that impact the transportation and land use decisions within Cook County. The forces and issues will consider the County's growth and development trends and existing transportation network. The project team will develop a forces and issues map(s) that highlight regional growth, transportation, and intermodal connectivity within Cook County.

d) Establish Goals, Objectives, and Performance Measures

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The URS Team will work closely with the County staff and advisory committee to develop the 2040 LRTP goals, objectives, and performance measures. The goals and objectives will establish the overall vision for how the County wants to strengthen and expand multimodal connections and ultimately implement complete street principles. The performance measures will provide the foundation for the identification, evaluation, selection, and implementation of multimodal transportation investments throughout Cook County.

Roadways

The URS Team will collect relevant roadway data from the federal, state, and local agencies. It is anticipated that the data could include:

- Average Daily Traffic Volumes (existing and projected)
- Number of Lanes
- Functional Classification; Jurisdiction
- Strategic Regional Arterials (SRA)
- Truck Routes; Truck Volumes
- Major Trip Generators; Intermodal and Freight Facilities
- Reports / studies related to transportation planning, design, operations and maintenance
- Programmed (CIP) and planned transportation improvements
- Street design standards
- Origin/destination data
- Freight data and planned improvements

e) Functional Classification

The URS Team will review the roadway functional classification and identify potential changes to the system. This review will provide an initial opportunity to identify roadways that could be ideal candidates to enhance multimodal opportunities. The results of this evaluation will be considered in the alternative analysis to advance the County's Complete Streets Policy. It is anticipated that this analysis will focus on major arterial, or higher classified, roadways.

f) Capacity Analysis

The URS Team, working with the County staff, will use existing traffic volumes to complete an existing conditions capacity analysis. The project team will utilize a general planning level of service analysis, which uses volume-to-capacity (v/c) ratios, to identify roadway segments approaching, at, and over capacity. This initial analysis will be used to identify specific roadway segments and/or intersections that will be reviewed in greater detail as part of the alternatives analysis. The project team will work closely with the County staff to identify an appropriate v/c ratio that will be used as a threshold to identify capacity issues.

g) Safety Analysis

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The URS Team will work closely with the County staff to utilize the most recent crash data to identify the high accident locations within the County. It is anticipated that the County already has a significant amount of data compiled and the project team will work with the County staff to identify an appropriate level of analysis for the LRTP.

The URS Team will work with the County staff to determine if the top 25 crash locations could be evaluated further to identify potential improvements to enhance safety for the traveling public. This additional analysis would be completed at an appropriate level of detail for a LRTP and will not be conducted at an intersection design study level that analyzes crash patterns or crash types. If this level of detail is requested, it would be completed as part of the Optional Tasks (see task 9).

Public Transportation

The URS Team will work with RTA, CTA, Metra, and Pace to review relevant public transportation plans. In addition to documenting and analyzing the overall transit operations, the URS Team will focus on the connectivity between travel modes. The following describes the initial public transportation evaluation.

h) Document Regional Transit Services/Facilities

The URS Team will document regional transit services and facilities within Cook County. This process will also address the local and regional connectivity issues and identify potential opportunities for Transit Oriented Development. The URS Team will meet with the respective transit agencies to understand the current operations, planned improvements, and coordination between the respective transit services.

It is anticipated that this process will also identify opportunities for new public transportation options including Bus Rapid Transit (BRT), Arterial Rapid Transit (ART), and light rail transit. It is anticipated that in discussions with the County and respective transit providers that additional public transportation services and potential improvements could be identified.

i) Transit Operations/Commuting Patterns

The URS Team will document current transit ridership within the county and regional commuting patterns. Park-n-ride facilities, including major park-n-ride facilities in adjacent counties, will be documented and gaps and service deficiencies will be identified. This effort will rely heavily on existing data sources to document transit ridership.

j) Regional Employment Accessibility Index

In a region as large as the Chicago metropolitan area, not all job sites are within a practical commuting distance for all residents, especially transit commuters. Since a person's proximity to a job cannot be evaluated in isolation, but

rather in the context of all workers and all jobs, the University of Illinois at Chicago (UIC) Urban Transportation Center (UTC) has computed an index, called the regional Transit Employment Accessibility Index (TEAI) for each residential area. The TEAI uses output data from the CMAP regional models. The URS Team will work closely with UIC UTC to determine how the modeling data can be used to evaluate existing and future public transportation service within the region. If expanded use of this model is requested, the URS Team will work with the County staff to discuss as part of the Optional Tasks (see Task 9).

Non-Motorized

The URS Team will conduct a review and analysis of the existing pedestrian and bicycle facilities within Cook County. This will include a review of Complete Streets principles and priority non-motorized improvements. It is anticipated that non-motorized planning effort for the LRTP will focus primarily on the short-term improvements (2015 - 2020). The bicycle and pedestrian analysis will address the following:

k) Document Non-motorized Facilities

The URS Team will document existing and planned non-motorized facilities, focusing on bicycle facilities, throughout the County and the region. Planned bicycle connections including dedicated shared-use trails or paths (e.g., off-street facilities), and on-road facilities (e.g., on-street striped, on-street separated, on-street signed, or on-street with no-signs.) will be identified primarily within Cook County. Regional connections will focus in particular on trail connections that connect Cook County with adjacent counties. It is anticipated that the majority of this information is available in GIS format which will serve as the baseline conditions to identify potential improvements.

l) Identify Opportunities to Enhance Non-Motorized Connectivity

The URS Team will evaluate the current roadway network to identify opportunities to incorporate non-motorized facilities with roadway improvements (i.e., sidewalks with new roadways, bicycle trails along major roadways, incorporating non-motorized improvements with roadway maintenance and reconstruction projects, etc.). This evaluation will also identify opportunities to enhance bicycle and pedestrian connections to other transportation modes including public transportation.

The URS Team understands that it is not feasible to identify non-motorized improvements in all roadway improvements (for example, roadway type, right-of-way constraints, and costs could all impact the feasibility). As such, the URS Team will work closely with the County staff to identify opportunities for reasonable non-motorized improvements that can be coordinated with future year roadway improvements. One



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possible approach is to identify "opportunity corridors" where non-motorized improvements could be coordinated with roadway improvements.

Rail/Freight

Rail and freight movement play an important role in the countywide and regional transportation system. As such, the URS Team will analyze current rail and freight operations to identify deficiencies and planned improvements.

m) Document Existing Rail/Freight Facilities within Cook County

The URS Team will document existing rail/freight facilities within Cook County. It is anticipated that a significant amount of this information will be available in GIS.

n) Review Existing Freight Plans (CREATE, CMAP Freight Task Force)

The URS Team will review existing freight plans and document the potential impacts from a multimodal planning perspective. The analysis will be completed at a level appropriate for an LRTP.

Deliverables

o) Develop Existing Conditions Technical Memorandum

The URS Team will prepare a technical memorandum documenting the results of the existing conditions analysis. This will include a summary of the data review, analysis, and documentation of the forces and issues. This memorandum will identify existing multimodal deficiencies and system gaps and will establish the baseline condition from which transportation improvements will be evaluated as part of the alternatives analysis.

4. Future Year Conditions (Year 2040)

The URS Team will conduct a future year conditions analysis that will evaluate the year 2040 transportation conditions. The evaluation process will be similar in nature to the existing conditions analysis and will focus on enhancing multimodal connections within the County and surrounding region. The future year conditions analysis will utilize the existing CMAP travel demand forecasting model and corresponding 2040 socioeconomic data as the future year baseline condition. The URS Team, working with the County staff and staff from the Bureau of Economic Development, may decide to modify the regional model to better reflect recent, and future, economic development plans.

Travel Demand Forecasting

a) Model Coordination

The URS Team will utilize the existing CMAP travel demand forecasting model and 2040 socioeconomic data to evaluate future year transportation conditions. As part of this process, the URS Team will work closely with CMAP and Cook

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County staff to code and evaluate up to five model scenarios. The URS Team will provide CMAP the coded scenarios which CMAP will run and provide the model output to the URS Team. The URS team will review the results and work closely with the County staff to determine the appropriate improvements to evaluate as part of additional scenarios.

b) Socioeconomic Data Review

The URS Team will meet with the County staff, and possibly staff from the Bureau of Economic Development, to review the CMAP baseline socioeconomic (SE) data used to run the regional travel demand forecasting model. Based upon this review, the project team may determine changes to the SE data are needed. If so, the project team will update the SE data and provide CMAP with the modified files to be used in developing the 2040 LRTP.

c) 2040 No-Build Model Scenario

The URS Team will analyze the year 2040 no-build scenario to identify transportation deficiencies. This scenario reflects the future year conditions if no improvements are made between now and the year 2040. The scenario is used to establish a future year baseline condition.

d) 2040 Existing Plus Committed (E+C) Model Scenario

The URS Team will include committed transportation improvements to the no-build scenario to establish the existing plus committed (E+C) scenario. Committed transportation investments will include projects that are currently funded, or have funding identified, and are reasonably expected to be constructed by the year 2040. The URS Team will work closely with the County staff and local agencies to identify the committed projects that should be included in the E+C scenario.

e) 2040 Improvement Model Scenario #1

The URS Team will review the transportation deficiencies that remain following the E+C scenario and will develop potential solutions to address the remaining deficiencies. The project team will code the model scenarios and provide the network to CMAP. CMAP will run the model and provide the model results back to the project team for analysis.

f) 2040 Improvement Model Scenario #2

The URS Team will review the transportation deficiencies that remain following the 2040 improvement model scenario #1 and will develop potential solutions to address the remaining deficiencies. The project team will code the scenario and provide the network to CMAP. CMAP will run the model and provide the model results back to the project team for analysis.

g) 2040 Preferred Model Scenario

The URS Team will review all of the model results and will identify a "preferred scenario" which will be coded in the model. The project team will provide the network to CMAP. CMAP will run the model and provide the model results back to the project team for analysis. If it is determined that additional model runs are needed, the project team will discuss this with the County staff. Additional runs could potentially be completed as part of the Contingencies task (see task 9).

h) Capacity Analysis

The URS Team, working with the County staff, will use the projected 2040 traffic volumes to identify bottlenecks that exist within, and beyond the County limits (with a particular focus on bottlenecks that could impact Cook County roadway operations). This approach will be consistent with the capacity analysis completed as part of the existing conditions analysis that utilizes a general planning level of service analysis, and v/c ratios, to identify roadway segments approaching, at, and over capacity.

Segments found to be operating over capacity will be generally analyzed to identify potential mitigation measures. These measures could include Transportation System Management (TSM) improvements, Intelligent Transportation System (ITS) applications, additional roadway capacity to existing facilities, new roadway capacity, or opportunities to support alternative transportation improvements. These types of improvements will be furthered evaluated as part of the financial analysis as there could be opportunities for the County to obtain Federal funding to complete TSM and ITS improvements.

i) Multimodal Level of Service Analysis

The URS Team will work closely with the County staff to determine if a select number of intersections will be further evaluated using the Highway Capacity Manual (HCM) multimodal Level of Service (LOS) analysis. If this analysis is completed, it would be used to evaluate a select number of the short-term (2015 - 2020) transportation projects that are included as part of the recommended plan. This analysis would be included in the Optional Tasks (see task 9).

j) Intelligent Transportation Systems

The URS Team will review the key elements of existing Intelligent Transportation Systems (ITS) plans and the regional ITS Architecture to understand the operations, processes, information flows, strategies and technologies currently used by stakeholders to understand the current state of traffic management and operations practices, policies, gaps and needs. In coordination with the vision and goals developed for this LRTP, the URS Team will work with the County staff and stakeholders to identify what the desired future state of the county in terms of transportation management and

operations. The URS Team will also work with the collar counties to identify ITS plans that could impact transportation operations within Cook County. This task will be completed at an appropriate level of detail for a LRTP.

Public Transportation

The URS Team understands that public transportation is a key component of the regional transportation system and a vital piece of the overall economy by providing access to jobs, retail establishments, activity centers, institutions and other important aspects of life. With this in mind, the project team will identify potential long-term improvements to enhance public transportation services throughout the county.

k) Document Planned Public Transportation Improvements

The URS Team will work with the local and regional transit agencies to identify planned public transportation improvements. The URS Team will identify potential mobility gaps and identify opportunities where public transportation could be added or expanded to address future year mobility needs. The URS Team will identify opportunities within Cook County to expand existing service and potentially introduce new transit technologies. This could include looking several different alternatives including bus rapid transit, arterial rapid transit, light-rail, etc.

l) Coordination with Land Use and Economic Development

The URS Team understands the critical link between land use and transit. When developing the transit plan, the URS Team will consider regional strategies such as smart growth principles, which stress denser (and more transit-supportive) development. Recommended strategies will also reflect transit-supportive planning policies, the local market for development and the development capacity of the region.

The project team will work closely with the County staff, and Bureau of Economic Development, to identify economic development plans within the County and opportunities to use public transportation to better connect people with jobs.

Non-Motorized

The connectivity of pedestrian and bicycle systems is drawing increased focus within local, state and federal planning circles as smart growth, active living, growth management, sustainability and climate change policies and programs stress smarter decision-making. The project team will document planned non-motorized improvements and identify opportunities to better connect these improvements with other transportation modes and planned improvements. For the most part, the non-motorized analysis will focus on short-term improvements. However, the following tasks could support the overall non-motorized analysis.

m) ViaCity Connectivity Modeling

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The URS Team will work closely with the County staff to determine if the ViaCity connectivity model would be useful to demonstrate the benefits of enhanced non-motorized connectivity. It is possible the model could be used on a select number of pilot projects near key locations within the County (this could include transit stations, schools and other non-motorized trip generators). The best application of the ViaCity model will be in evaluating the short-term projects that would be targeted for implementation between 2015 and 2020.

The URS Team will work closely with the County staff to identify up to six key project locations to evaluate non-motorized connectivity with the ViaCity software. The ViaCity software will be used to analyze an approximately 1-mile buffer around the key locations to evaluate non-motorized connectivity. The ViaCity utilizes existing GIS data so it will be important to have adequate land use, building density, and non-motorized data available to complete this analysis.

n) ViaCity Workshop

As the study progresses, the project team will work closely with the County staff to assess the possibility of conducting a ViaCity workshop training session for Cook County staff. The workshop would be conducted by Transpo staff and would demonstrate the effective integration of local pedestrian and bicycle system plans by using ViaCity. This task is included as part of the Optional Tasks (see task 9).

Rail / Freight

The URS Team understands that rail/freight movement is a critical component of the Chicago transportation network and regional economy. Within the Chicago metropolitan area, the majority of freight and passenger rail service occurs on shared, or joint use, class 1 rail lines. As such, conflicts between passenger (Metra) and freight rail often result in delays to the traveling public and the movement of freight within and through the region.

o) CREATE Modeling

URS is very familiar with the CREATE model that was developed to evaluate and identify rail improvements through the region. The project team will work closely with the County staff to determine if there would be a benefit to evaluate any rail improvement scenarios in the CREATE model. If so, the project team will identify a select number of projects to evaluate as part of the Optional Tasks (see task 9).

p) Develop Freight Strategies

The URS Team, after reviewing existing and planned freight data, will develop alternative strategies for managing freight movement within the study area, including existing and proposed location of major freight terminals, criteria for determining designated and/or exclusive freight routes, and



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preferred roadway designs to more safely and effectively
accommodate freight traffic.

Deliverables

q) Develop Future Year Conditions Technical Memorandum

The URS Team will prepare a technical memorandum documenting the results of the future year conditions analysis. This will include a summary of the modeling process, analysis, and documentation of potential multimodal improvements. This memorandum will identify potential transportation improvements that will be evaluated as part of the alternatives analysis.

5. Alternatives Analysis

The URS Team will utilize the existing and future year transportation analysis to develop potential multimodal transportation projects for consideration within the Cook County. The project team will work closely with the County staff to develop an appropriate screening process for the LRTP. In many respects, the future year conditions analysis (task 4) and the alternatives analysis will be an iterative process that will be competed together.

a) Screening Process

The URS Team envisions using a two-level screening process to complete the LRTP alternatives analysis. The first level would narrow the list of potential improvements while the second level would focus on improvements with a higher likelihood of meeting the LRTP goals. The project team will work closely with the County staff to establish an appropriate LRTP screening process. It is envisioned that the URS Team will utilize the County staff, Advisory Group, Bureau of Economic Development, and the COG's to assist in the screening process. The process will encourage the evaluation of multimodal projects throughout the County.

The LRTP goals, objectives, and performance measures will be applied to quantitatively, or qualitatively measure, the benefits and tradeoffs of alternatives. Another major criterion will be if improvements can be funded within current and anticipated future financial conditions (which will be addressed further in the Financial Analysis - Task 7).

b) Socioeconomic Impacts/Environmental Justice

The URS Team will document the socioeconomic impacts related to the potential transportation improvements. Special attention will be given to the benefits and burdens that the improvements will have on minority and low income populations. This Environmental Justice (EJ) analysis is embodied in many laws, regulations, and policies and will be addressed in the Public Involvement Plan. This analysis will be completed at an appropriate level of detail for an LRTP.

6. Recommended Plan



The previous tasks will ultimately result in a recommended multimodal LRTP that will address a number of issues throughout the County including:

- Roadway capacity enhancements
- Safety improvements
- Enhanced roadway connectivity
- Enhanced connectivity between travel modes
- Enhanced alternative transportation modes including public transportation and non-motorized
- Enhanced freight movement within and through the region
- Low cost, short-term Transportation System Management (TSM) improvements
- Intelligent Transportation System (ITS) improvements

a) Short-Term Improvements

The URS Team will utilize the results from the previous work tasks to develop a short-term improvement plan. The short-term improvements will focus on projects that would likely be implemented between 2015 and 2020. It is envisioned that these improvements will be a relatively small number of multimodal projects that will be evaluated in greater detail than the long-term improvements.

b) Long-Term Improvements

The URS Team will utilize the results from the previous work tasks to develop a long-term improvement plan that extends to the year 2040. The long-term improvement plan will be divided into two time periods (2021 to 2030, and 2031 to 2040). The long-term improvements will include multi-modal improvements.

c) Implementation Plan

The URS Team will utilize the results from the previous work tasks to develop an implementation plan for the 2040 LRTP. The URS Team will work with the County staff and committee members to develop a framework from which the LRTP programs, projects, and recommendations can become reality. The implementation plan will be based on the LRTP goals, objectives, and performance measures and will identify the actions required to implement multimodal solutions. It is envisioned that the implementation plan will focus on the role that County will play in advancing future transportation improvements.

d) Plan Development and Implementation Coordination

The URS Team understands that the LRTP public and stakeholder outreach will have a direct bearing on the success of implementing the plan's priorities. As such, it is important to consider the implementation aspects of the planning process from the beginning of the LRTP development. The URS Team will utilize the public input in relation to the technical input and potential revenue to identify the program of projects that

will be most feasible for implementation.

The entire County is also covered by strong regional and local transportation plans (for all transportation modes) and now includes the Cook County Complete Streets Policy. In many respects, transportation improvements have been vetted by the COGS on down to mayors and residents. The Cook County LRTP can build upon the work already completed and can focus on providing more detailed guidance on opportunities for enhancing connectivity between modes and policies for implementing truly multimodal projects.

e) Implementation Strategy

The URS Team will conduct a practical assessment of the revenue options for the plan's priorities in the context of Illinois local, state and federal politics. Guidance on packaging the plan's priorities to position them to be best received by the stakeholders, county commissioners, and key public officials that will be determinative to successfully generating new revenue to fund them. This will require close coordination with the LRTP financial analysis.

Deliverables

f) Develop Recommended Plan Technical Memorandum

The URS Team will prepare a technical memorandum summarizing recommended plan and implementation strategies. It is envisioned the plan will focus on the role that the County will play in implementing the short-term and long-term multimodal improvements.

7. Financial Analysis

The URS Team will complete a financial analysis that will develop multimodal planning level cost estimates, identify and classify existing funding sources, and evaluate funding required to implement the recommended planned projects.

Multimodal Planning Level Cost Estimates

a) Develop Multimodal Planning Level Cost Estimates

The URS Team will develop multi-modal planning level cost estimates that are appropriate for a LRTP. The URS Team will work collaboratively with the County staff to identify existing Department cost data and processes; and benchmark those with other agencies/resources (IDOT, CDOT, Other counties, RS Means, ISTHA, CMAP, Metra, etc.). The team will identify other potential data sources and assess the applicability of these resources for use in the financial analysis.

The URS Team will create a high-level construction cost estimating toolbox categorized by potential project elements. It is envisioned that the cost estimates will address the



Cook County Government
 following items:

- Traditional sections (per lane mile)
- Complete streets (per lane mile)
- Bridges
- Intersection Improvements (Signals, Roundabouts, Etc.)
- Multimodal options
- Pedestrian/Bike Paths
- Other Facilities

Financial Analysis

The purpose of this task is to prepare a financial analysis report which will identify and evaluate existing and potential transportation funding for the capital cost of projects identified in earlier tasks. The funding sources will combine anticipated revenue from existing local, state and federal sources with an evaluation of potential innovative funding and financing approaches. Specifically, the financial analysis will reflect the following interrelated activities:

b) Financial Analysis Workshop

The URS Team will hold a half-day workshop with key County staff to initiate the financial planning process. The goals of the meeting will be to:

- review historic information
- present a preliminary list of potential revenue sources
- confirm the level of analysis that will be completed for short-term priority projects and long-term projects

Prior to the workshop, the project team will submit a list of questions and data requests related to historic costs and revenues and the current capital improvement plan.

Additionally, the project team will obtain existing local, state and federal projections from CMAP and present a list of potential supplemental revenue sources for review and comment by Cook County staff. Finally, the project team will present an example of the level of financial analysis to be provided for short-term priority project compared to long-term projects.

It is currently envisioned that funding and financing strategies, with annual cost and revenue estimates, will be developed for an agreed upon number of priority projects. For long-term projects, the financial analysis will incorporate 10 year "bands" of capital costs estimates for the various project categories and evaluate the level of funding needed

from potential supplemental revenue sources after accounting for projections of existing sources.

c) Develop Financial Model

Based on the results of the financial workshop, the project team will initiate development of the financial model. The financial model will organize costs and revenues by time period (near term, mid-range, and long-range), by project type (roadway, transit, freight, or non-motorized), and if requested, will have the capability to organize information by jurisdiction. The financial model and strategy analysis will include the information as described in the following tasks.

d) Identification and Classification of Existing Funding Sources

The first step in the process will be to provide descriptions for a long list of potential federal, state, and local funding sources and identify the eligible project type(s) (roadway, transit, freight, or non-motorized) for each source. Working with County staff, the URS Team will develop evaluation criteria to narrow down the long list of potential sources to a smaller list of the most reasonable sources to include in the financial model. Potential evaluation criteria could include but not be limited to:

- Relevance to overall purpose and need
- Historical use of revenue source for similar projects in the state or region
- Political support (federal, state, and regional)
- Revenue yield (order of magnitude)

e) Evaluate Annual Capital Funding Needs

The financial model will include three levels of costs:

- Existing and Committed (E+C) Projects
- Proposed Priority Projects
- Proposed Long Range Projects

The goal of the financial model is to provide an interactive mechanism to define the combination of E+C Projects and Proposed Priority Projects that can be included in a short-term financially constrained plan and evaluate conceptual funding strategies to address the long-term capital cost "bands". The model will be used to conduct sensitivity or "what if" tests to determine the potential impact of changing project prioritization and varying funding sources and levels. Additionally, the model will include the capability to analyze



Cook County Government

the impact of public and/or private sector debt financing to evaluate potential opportunities to accelerate the implementation of projects.

Deliverables

f) Develop Financial Resources Technical Report

The URS Team will prepare a Financial Resources Technical Report that will summarize the results of the financial model analysis and potential financial strategies to address Cook County's transportation needs. A tech memo and summary matrices will be produced to summarize the results of the funding source evaluation process and identification of sources to be included in the financial model.

8. Study Deliverables

The URS Team will develop a draft and final 2040 LRTP. The project team will provide the County with materials in both electronic (PDF) and hardcopy format.

Technical Memorandum

The URS Team will develop a series of technical memos as described in the respective work tasks. It is envisioned that the draft and final tech memos will be distributed in electronic format. If hardcopies are desired, the URS Team will discuss this with County staff and the associated costs could possibly be included as part of the Optional Tasks (see task 9).

a) Draft and Final Reports

The URS Team will a draft and final report. The draft reported will be distributed to the County and Advisory Committee for review and comment. The URS Team will incorporate the edits and develop a revised draft LRTP which will be available for public review and comment. Following the review period, the URS Team will develop the final LRTP.

It is envisioned that the draft and final reports will be distributed in electronic format. The URS Team will also provide up to a total 50 hardcopies. The project team will coordinate with the County to determine if this consists of a combination of draft and final reports, or only final reports. If additional hardcopies are needed, the project team will discuss this with County staff and the associated costs could possibly be included as part of the Optional Tasks (see task 9).

9. Optional Tasks

Given the overall length of the study, the URS Team anticipates that it might be necessary to modify certain work tasks as the study progresses. As such, the URS Team has identified optional



Cook County Government

tasks throughout the scope of work that are intended to provide the URS Team and the County staff the flexibility to alter the work tasks in a way that will benefit the study and ultimately result in a work product that best meets the County's needs.

As the study progresses, we will work closely with the County staff to discuss the optional tasks and if necessary we will take the appropriate actions to reallocate the budget to complete specific optional tasks. If necessary, the URS Team will discuss with the County staff the need for additional funding if it is determined that a particular optional task cannot be completed within the original budget.



KEY PERSONNEL



Cook County 2040 Long Range Transportation Plan

URS Corporation, Project Team Key Personnel

URS Corporation

- John Plezbert, Principal in Charge
- Dan Meyers, Project Manager
- Yemi Oyewole, Deputy Project Manager
- Jim Meyer, Multi-modal Planning Task Leader
- Jennifer McNeil, Community Planning Task Leader

The Bronner Group (strategy, financing and implementation)

- Rob DiAdamo
- Dick Doyle
- Astrid Gylnn

DAMA Consultants, Inc. (support roadway analysis and travel modeling)

- Bader Hafeez
- Monte Chen
- Joe Fazio

MetroQuest (on-line public engagement tool)

- Mike Walsh

Metro Strategies (public and stakeholder outreach)

- Karyn Romano
- Laura Wilkison
- Elli Cosky

Milhouse Engineering & Construction (cost estimates)

- Adam Hardy
- Luke Bolzenius



Purple Group (marketing and communication to Hispanic audiences)

- Laritza Lopez
- Gabriel Morales
- Gisela Resendez

Sharon Greene and Associates (financial analysis)

- Sharon Greene
- Eric Rouse

Trails for Illinois (non-motorized planning support)

- Steve Buchtel

Transpo Group (ViaCity non-motorized connectivity modeling)

- Andy Mortensen

The Urban Transportation Center at the University of Illinois
(implementation and modeling)

- Steve Schlickman
- P.S. Sriraj



Cook County Government

PROJECT SCHEDULE



Cook County Government

EXHIBIT 2

Schedule of Compensation



COMPENSATION AND METHOD OF PAYMENT

COSTS PLUS FIXED FEE

A. Compensation Component

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

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

2.Overhead and Burden: Overhead and burden will consist of actual indirect costs of the home and branch offices of Consultant and Subcontractors which are allowable and allocable to the Services (collectively, "Overhead"). The Overhead rates set forth in subsection (b) below will be applied to Labor Costs for purposes of invoicing.

a. Audits

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

b.Overhead rates

Subject to the limitation set forth in 2(c) below, the Overhead rate applicable to Consultant employees who perform Services in relation to this Agreement is: 10 %

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



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Agreement effective the date the amendment is fully executed and approved.

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

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

c. Limitation on Overhead

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

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

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

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

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

a. Drawings, Printing and Reproduction Costs. The costs of all printing, binding and reproduction related only to the production of the milestone submittals to the County.

b. Long Distance Telephone/Telegraph and Shipping Costs. Long distance telephone calls, postage, messenger and overnight delivery costs. Cell phone and radio communication services are allowed for Construction Engineering field services only.

c. Travel and Related Expenses. Out of town travel is not anticipated under this Agreement. However, should out of town travel become necessary in the performance of the Services, Consultant must obtain prior written approval from the County for expenses related to travel into or out of the County. All such expenses must conform with the County's travel reimbursement guidelines. Expenses incurred for travel will be subject Limitations as set forth in the County's guidelines.

The County will pay current auto mileage to Consultant and/or Subcontractors for travel

Cook County Government

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

d. Equipment, Tools and Vehicles. Cost of any equipment, tools, furniture, computer equipment, or vehicles hired/leased or purchased for Consultant's performance of the Services, provided that any such item purchased will become the property of the County and further provided that Consultant must obtain prior written approval of the County for the purchase, hire or lease of such equipment, tools, furniture, computer equipment or vehicles to the extent any one such item will cost in excess of \$200.

e. Permits and Fees. Costs to Consultant for permits and fees, if any, required to carry out the Services, except for normal business and professional fees (which Consultant may include in its Overhead cost pool).

f. Premium on overtime. To the extent that Consultant pays its employees a premium in excess of its hourly rates for overtime spent on the project, the cost of the premium will be treated as a Direct Cost which will not be included in Labor Cost and which will not be subject to application of any Overhead rate. Any such overtime must be in accordance with Consultant's policies which are subject to prior approval by the County.

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

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

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

5. Fixed Fee. The County will pay Consultant a fixed fee ("Fixed Fee") amount as an allowance for profit to be earned in Consultant's performance of Services under this Agreement. The Fixed Fee for this project is \$46,264.20. Consultant may receive progress payments on the Fixed Fee only in such amount proportionate to the Services satisfactorily performed as of the date of the invoice. Consultant will not be entitled to receive a portion of the Fixed Fee that exceeds the percent of progress achieved by Consultant as of the date of the invoice in relation to the Services. In any event, progress payments in the aggregate on the Fixed Fee will not exceed the amount set forth above. For purposes of payment of this Fixed Fee, satisfactory completion of the Services means Consultant has provided Deliverables acceptable to the County and achieved contractual milestones timely. It will not be construed solely in terms of expenditure of Consultant's time.

Cook County Government

6. Maximum Compensation. The maximum compensation under this Agreement may not exceed \$1,000,000.00. Notwithstanding anything to the contrary contained in this Agreement, Consultant agrees to complete the Services for an amount not to exceed the maximum compensation amount. Any costs that Consultant incurs above the cap will be borne solely by the Consultant.

Fund Number: 5300.562140.5211

B. Method of Payment

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

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

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

- 3. Invoice Disputes.** If certain items contained in Consultant's invoices are disputed by the County, the amount not in question must be paid in full. The amount in question must be resolved in accordance with the Disputes provision of this Agreement.



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Attachment A

**MAXIMUM HOURLY RATES
(PRIME AND SUBCONSULTANTS COST ESTIMATES)**

PAYROLL RATES

FIRM NAME URS Corporation DATE 04/11/13
 PRIME/SUPPLEMENT Prime
 PSB NO. _____

ESCALATION FACTOR 3.70%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Project Manager	\$70.00	\$72.59
Deputy Project Manager	\$59.65	\$61.86
Principal Planner	\$51.27	\$53.17
Sr Transportation Planner	\$45.92	\$47.62
Transportation Planner	\$41.48	\$43.01
Sr Transit Planner	\$70.00	\$72.59
Transit Planner	\$37.04	\$38.41
Sr. Engineer (Roadways)	\$68.52	\$71.06
Engineer (Roadways)	\$29.84	\$30.94
Sr. Engineer (Non-motorized)	\$70.00	\$72.59
Non-motorized Planner	\$32.11	\$33.30
Sr. Engineer (ITS)	\$70.00	\$72.59
ITS Planner	\$39.41	\$40.87
Sr. Engineer (Rail/Freight)	\$70.00	\$72.59
Env. Engineer	\$34.76	\$36.05
GIS	\$35.38	\$36.69
Staff Other Prof	\$30.18	\$31.30
Tech	\$35.80	\$37.12
Admin	\$30.95	\$32.10
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Subconsultants

FIRM NAME URS Corporation
PRIME/SUPPLEMENT Prime
PSB NO. _____

DATE 04/11/13

NAME	Direct Labor Total	Contribution to Prime Consultant
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- A) Metro Strategies
- B) Purple Group
- C) Metroquest
- D) DAMA Consultants
- E) Trails for Illinois
- F) Transpo Group
- G) Milhouse
- H) Sharon Green
- I) Bronner Group
- J) UIC UTC

Total 0.00 0.00

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

FIRM
PSB
PRIME/SUPPLEMENT

URS Corporation
Prime

OVERHEAD RATE
COMPLEXITY FACTOR

121.48%
0

FIXED FEE = 10%(DL + OH)

DATE
04/11/13

DF-424-039 REV 12/04

ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENEFIT (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICED BY OTHERS (see key below) (G)	DBE TOTAL (H)	TOTAL (I-G)	% OF GRAND TOTAL	
1) Project Management	310	17,028.89	20,883.29	2,332.50	4,004.47				44,049.14	4.41%	
2) Public Outreach	620	30,100.17	36,589.67	8,363.75	7,502.36		A, B, C	137,363.98	249,889.92	25.01%	
3) Existing Conditions	592	24,373.86	29,604.48		5,397.83		D, E, J	79,258.45	29,512.19	13.89%	
4) Future Year Conditions	808	35,667.95	43,322.29	30.00	7,902.02		A, D, E, F	62,976.03	53,268.26	15.01%	
5) Alternatives Analysis	740	32,978.59	40,055.80	150.00	7,378.44		I, J	75,134.57	25,008.57	15.55%	
6) Recommended Plan	728	32,860.37	39,912.21	150.00	7,292.26		G, H	105,336.46	129,301.54	12.94%	
7) Financial Analysis	204	9,769.91	11,866.53	150.00	2,178.64						
8) Draft and Final Report	448	18,582.04	22,568.75	5,530.00	4,698.18				51,349.98	5.14%	
TOTALS	4450	201,361.78	244,574.01	16,706.25	46,264.20	0.00	J) UIC UTC	490,069.49	350,489.46	998,976.74	100.00%
Subconsultant DL					0.00					0.00%	

Subconsultant Key: A) Metro Strategies
B) Purple Group
C) Metroquest

D) DAMA Consultants
E) Trails for Illinois
F) Transpo Group

G) Milhouse
H) Sharon Green
I) Bronner Group

DBE 35.08%

PREPARED BY THE AGREEMENTS UNIT

Printed 4/11/2013 1:13 PM

AVERAGE HOURLY PROJECT RATES

FIRM URS Corporation
 PSB
 PRIME/SUPPLEMENT Prime

DATE 04/11/13
 SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6) Recommended Plan			7) Financial Analysis			8) Draft and Final Report											
		Hours	% Part	Wgtd Avg	Hours	% Part	Wgtd Avg	Hours	% Part	Wgtd Avg	Hours	% Part	Wgtd Avg	Hours	% Part	Wgtd Avg	Hours	% Part	Wgtd Avg
Project Manager	72.59	40	5.49%	3.98	24	11.76%	8.54	20	4.46%	3.24									
Deputy Project Manager	61.86	16	2.20%	1.36	4	1.96%	1.21	8	1.79%	1.10									
Principal Planner	53.17	80	10.99%	5.84	16	7.84%	4.17	60	13.38%	7.12									
Sr Transportation Planner	47.62	80	10.99%	5.23	24	11.76%	5.60	40	8.93%	4.25									
Transportation Planner	43.01	80	10.99%	4.73	40	19.61%	8.43	40	8.93%	3.84									
Sr Transit Planner	72.59	16	2.20%	1.60	4	1.96%	1.42	2	0.45%	0.32									
Transit Planner	38.41	40	5.49%	2.11	32	15.69%	6.03												
Sr Engineer (Roadways)	71.06	20	2.75%	1.95	4	1.96%	1.39	2	0.45%	0.32									
Engineer (Roadways)	30.94	60	8.24%	2.55	16	7.84%	2.43												
Sr Engineer (Non-motorize)	72.59	8	1.10%	0.80	2	0.98%	0.71	2	0.45%	0.32									
Non-motorized Planner	33.30	32	4.40%	1.46	16	7.84%	2.81												
Sr Engineer (ITS)	72.59	8	1.10%	0.80	2	0.98%	0.71	2	0.45%	0.32									
ITS Planner	40.87	24	3.30%	1.35	16	7.84%	3.21												
Sr Engineer (Rail/Freight)	72.59	8	1.10%	0.80	4	1.96%	1.42	2	0.45%	0.32									
Env. Engineer	36.05	16	2.20%	0.79															
GIS	36.69	180	21.99%	8.06				120	26.79%	9.33									
Staff Other Prof	31.30	40	5.49%	1.72				150	33.49%	10.48									
Tech	37.12																		
Admin	32.10																		
TOTALS		728	100%	\$45.14	204	100%	\$47.89	448	100%	\$41.48	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

PREPARED BY THE AGREEMENTS UNIT

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT

DARMA Consultants, Inc
Subconsultant

CONTRACT TERM
START DATE
RAISE DATE

24 MONTHS
6/1/2013
1/1/2014

DATE 04/14/13
PTB NO.

OVERHEAD RATE 120.00%
COMPLEXITY FACTOR 4.00%
% OF RAISE

ESCALATION PER YEAR

6/1/2013 - 1/1/2014	7	24	28.17%	1.0370		
1/2/2014 - 1/1/2015	12	24	52.00%			
1/2/2015 - 6/1/2015	5	24	22.53%			

The total escalation for this project would be: 3.70%

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT

Metro Strategies, Inc.
Subconsultant

DATE 04/1/13
PTB NO.

CONTRACT TERM
START DATE
RAISE DATE

24 MONTHS
8/1/2013
1/1/2014

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

159.23%
3.00%

ESCALATION PER YEAR

8/1/2013 - 1/1/2014	1/2/2014 - 1/1/2015	1/2/2015 - 8/1/2015		
7	12	5		
24	24	24		
	51.50%	22.10%		
=				
1.0277				
The total escalation for this project would be:				
		2.77%		

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT

Milhouse Engineering & Construction, Inc.
Subconsultant

DATE 04/11/13
PTB NO.

CONTRACT TERM
START DATE
RAISE DATE

24 MONTHS
6/1/2013
1/1/2014

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

168.50%
3.00%

ESCALATION PER YEAR

6/1/2013 - 1/1/2014	1/2/2014 - 1/1/2015	1/2/2015 - 6/1/2015		
7	12	5		
24	24	24		
= 28.17%	= 51.50%	= 22.10%		
= 1.0277				

The total escalation for this project would be: 2.77%

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME	<u>Purple Group</u>	DATE	<u>04/18/13</u>	
PRIME/SUPPLEMENT	<u>Subconsultant</u>	PTB NO.		
		CONTRACT TERM	<u>24</u>	MONTHS
		START DATE	<u>6/1/2013</u>	
		RAISE DATE	<u>1/1/2014</u>	
		OVERHEAD RATE	<u>114.00%</u>	
		COMPLEXITY FACTOR	<u>3.00%</u>	

ESCALATION PER YEAR

	6/1/2013 - 1/1/2014	1/2/2014 - 1/1/2015	1/2/2015 - 6/1/2015		
	7	12	5		
	24	24	24		
	28.17%	51.50%	22.10%		
	1.0277				
	The total escalation for this project would be:				

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

FIRM: Sharon Greene + Associates
 PSB: Subconsultant
 PRIME SUPPLEMENT: Subconsultant

OVERHEAD RATE: 185.70%
 COMPLEXITY FACTOR: 0

DATE: 04/11/13
 FIXED FEE = 10% (DL + OH)

ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENEF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICED BY OTHERS (G)	MEMBER TOTAL (H)	TOTAL (I+G)	% OF GRAND TOTAL
1. Kickoff Meeting	96	6,741.63	13,183.37		1,993.50	2,400.00		24,328.50	24,328.50	32.38%
2. Financial Model and Report Preparation	214	14,880.92	29,121.95		4,400.28	2,400.00		50,803.15	50,803.15	67.62%
TOTALS	310	21,622.55	42,315.32	0.00	6,393.78	4,800.00	0.00	75,131.65	75,131.65	100.00%

MBE= DBE 100.00%
 WBE=

PREPARED BY THE AGREEMENTS UNIT

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT

Traillis for Illinois
Subcontract

DATE 04/11/13
PTS NO.

CONTRACT TERM
START DATE
RAISE DATE

24 MONTHS
6/1/2013
1/1/2014

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

8.00%
0.00%

ESCALATION PER YEAR

6/1/2013 - 1/1/2014
7
24

1/2/2014 - 1/1/2015
12
24

1/2/2015 - 6/1/2015
5
24

= 1,0000
29.17%

50.00%

20.83%

The total escalation for this project would be:

0.00%

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

DF-624-039 REV 12/04

FIRM Transpo Group
PSE Subconsultant
PRIMESUPPLEMENT

OVERHEAD RATE
COMPLEXITY FACTOR

212.05%
0

DATE 04/11/13

FIXED FEE = 10%(DL + OH)

ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENEF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICED BY OTHERS (G)	MEMBER TOTAL (H)	TOTAL (B+G)	% OF GRAND TOTAL
Connectivity Case Studies (5-6)	40	1,434.30	3,041.42		447.57	80.00			5,003.29	20.01%
ViaCity Workshop (Optional Task)	102	3,741.97	7,934.85		1,167.68	7,150.00			19,994.51	79.99%
TOTALS	142	5,176.27	10,976.28	0.00	1,615.25	7,230.00	0.00	0.00	24,997.80	100.00%
Subconsultant DL										

MBE=
WBE=

DBE 0.00%

PREPARED BY THE AGREEMENTS UNIT

Printed 4/11/2013 1:22 PM

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT

Urban Transportation Center of UIC
Subconsultant

DATE 04/1/13
PTB NO.

CONTRACT TERM
START DATE
RAISE DATE

24 MONTHS
6/1/2013
1/1/2014

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

1.00%

ESCALATION PER YEAR

6/1/2013 - 1/1/2014	7	24	29.17%
1/2/2014 - 1/1/2015	12	24	50.00%
1/2/2015 - 6/1/2015	5	24	20.83%
			0.00%
= 1.0000			

The total escalation for this project would be:



Cook County Government

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2012

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 MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104		CONTACT NAME:	
URSCOR-ALL-PROF-12-13 Chi IL Eviden		PHONE (A/C, No. Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: National Union Fire Ins Co Pittsburgh PA			19445
INSURER B: Zurich American Insurance Company			18535
INSURER C: Illinois National Ins Co			23817
INSURER D: Insurance Company Of The State Of PA			19429
INSURER E: Lexington Insurance Company			19437
INSURER F: Lloyd's Of London & British Companies			15792

COVERAGES **CERTIFICATE NUMBER:** SEA-002363308-01 **REVISION NUMBER:** 2

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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU, BFPD <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL2491973	11/01/2012	09/01/2013	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP938521503	11/01/2012	09/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A D C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SEE ATTACHED - ACORD 101 SEE ATTACHED - ACORD 101 SEE ATTACHED - ACORD 101	01/01/2012 01/01/2012 01/01/2012	01/01/2013 01/01/2013 01/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
E	Prof. Liab w/Lmtd Contractual			015438088	11/01/2012	09/01/2013	Each Claim \$5,000,000
F	Claims Made / Retro 11-17-1938			PP1205610	11/01/2012	09/01/2013	Aggregate \$5,000,000

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

Evidence of Insurance

Business/All Risk Prop Incl/ Valuable Papers Contractors Eq/ Carrier: Lloyd's of London & British Companies / Policy No. PP1205623 / Effective: 11/1/2012 to 9/1/2013 / Limits: \$1M

Pollution / Carrier: Steadfast Insurance Company / Claims Made Policy No. PCC967082304 / Effective: 9/1/2012 to 9/1/2013 / Limits: \$2,000,000 Each Claim / \$2,000,000 Aggregate

Excess Auto Liability / Carrier: American Guarantee & Liability Ins. Co. / Policy No. AEC938521603 / Effective: 11/1/2012 to 9/1/2013 / Limits: \$3M Per Occurrence

CERTIFICATE HOLDER**CANCELLATION**

Specimen	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 of Marsh Risk & Insurance Services Lynne Harrington

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AGENCY CUSTOMER ID: URSCOR

LOC #: San Francisco



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED URS Corporation 100 S. Wacker Drive, Ste. 500 Chicago, IL 60606	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The Workers' Compensation coverage shown does not apply in monopolistic states. In the States of ND, OH, WA and WY Workers' Compensation coverage is provided by the State Fund. In those States, the above-referenced policies provide Stop-Gap Employers' Liability only. Workers Compensation policies apply as indicated below:

Insurer A: National Union Fire Ins Co Pittsburgh, PA NAIC# 19445100
 WC 021417576 - CA

Insurer D: Insurance Company Of The State Of PA NAIC# 19429100
 WC 021417580 - MA, WI (Stop Gap - ND, OH, WA, WY)
 WC 021417581 - AK, AL, AR, AZ, CO, DE, GA, ID, KS, KY, MD, ME, MO, MS, MT, NC, NH, NM, NV, OK, OR, PA, RI, SC, SD, TN, UT, VA, VT, WV
 WC 021417585 - MN
 WC 021417578 - NY

Insurer C: Illinois National Ins Co NAIC# 23817001
 WC 021417577 - FL
 WC 021417582 - CT, DC, HI, IA, IL, IN, LA, MI, NE, NJ
 WC 021417579 - TX



Cook County Government

EXHIBIT 4

Federal Acknowledgement

Contract No. 12-88-332
Requisition No: 104295

ACKNOWLEDGEMENT

Contractor, URS Corporation, acknowledges and agrees that the following provisions are added and become part of the contract referenced above:

Contract Provisions

Nondiscrimination. Consultant or its Subcontractors must not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. Consultant must carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate. Consultant must include the provision set forth in this paragraph in all of its subcontracts

DBE Commitment. In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor understands and will abide by all provisions and requirements of 49 C.F.R., Part 26. Consultant's completed DBE Utilization Plan evidencing its compliance with this requirement is a part of this Agreement upon acceptance by the Compliance Director. Consultant must utilize disadvantaged business enterprises at the greater of the amounts committed to by the Consultant for this Agreement.

Interest of Members of or Delegates to the United States Congress

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

False or Fraudulent Statements and Claims

- (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.
- (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

Federal Interest in Patents

- (a) General. If any invention, improvement, or discovery of the Contractor is conceived or

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

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

Federal Interest in Data and Copyrights

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

the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

Records and Audits

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

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

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

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

Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

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

Contract No. 12-88-332
Requisition No: 104295

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

No Exclusionary or Discriminatory Specifications

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

Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 48 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

Fly America

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

No Federal Government Obligations to Third Parties

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

Allowable Costs

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

Contract No. 12-88-332
Requisition No: 104295

Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

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

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

Contract No. 12-88-332
Requisition No: 104295

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

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Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

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Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Contractor: URS Corporation
By: Mohammad S Hassan
Signature of Authorized Officer
Name: Mohammad Hassan
Title: Vice President
Date: April 18, 2013

* In the event this Acknowledgement is signed by other than the President of the Contractor, a copy of the applicable section of the corporate By-Laws or other authorization, such as a Board Resolution, which permits the person to sign this Acknowledgement must be attached to the Agreement.

* attached at end of package



Cook County Government

Exhibit 5

Board Authorization