

PROFESSIONAL Services Agreement
Professional Consulting Engineering Services
Traffic Signal and Electrical Engineering Design for Various Locations

BETWEEN



COOK COUNTY GOVERNMENT

Department of Transportation and Highways

AND

Christopher B. Burke Engineering, Ltd.

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

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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 **Christopher B. Burke Engineering, Ltd.**, doing business as a corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on the 20th day of March, 2013, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Qualifications "RFQ" for Traffic Signal and Electrical Engineering Design for Various Locations. 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 Work of this Agreement, but beyond the description required under Article 4, and all reasonably necessary to complete the work 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.

"Additional Work" Identifiable but indeterminate work elements set forth in the Agreement which are separate and distinct from those covered by the Prime Compensation and which the Department has the option to authorize.

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

AASHTO. The American Association of State Highway and Transportation Officials.

"Actual Costs" The Consultant's actual costs, directly attributable and properly applicable to the conduct of the Consultant's business in the performance of the Agreement and in accordance with general accounting practices, including direct salary costs, direct non-salary costs, indirect salary costs and indirect non-salary costs.

"Additional Compensation" Payment for additional work.

"Approving Party". Party/ies other than contracting parties upon whose approval or acceptance the Department and Consultant must depend in the advancement of the work.

"Authority to Proceed". (Work Order) The written authorization from the Department to the Consultant to proceed with the work for each separate job shall be covered by a Work Order. Work Orders shall be numbered consecutively and contain the following:

- a. Location and description of the job
- b. Compensation for the work using Cost of Consultant Services
- c. Submittal date of the Work Order
- d. Completion date of the work

Each Work Order shall be signed by the Superintendent of Highways.

"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.

"Calendar Days" The total elapsed days including Saturdays, Sundays and Holidays.

"Change". An addition to, reduction of, or revision in the scope, complexity, character or duration of the WORK identified in either the Agreement or any SUPPLEMENTAL Agreement.

"Compensation" The monetary amount to be paid by the Department to the Consultant for services set forth in the Agreement.

"Construction Cost Estimate" The estimated cost of constructing the Project approved by the Engineer of Design.

"Construction Section." A portion of, or an entire Design Section, between designated limits, for which separate construction plans are to be prepared.

"Consultant" The firm providing professional services as a party to the Agreement.

"Critical Path Method (CPM)" A technique for determining the interrelationship and sequence of various activities in achieving a result within a specific time.

"Dates of Submission, Acceptance and Review Time" The date of a submission by the Consultant is the date on which it reaches the Department. A review by the Department and Approving Party, if any, determines whether a

submission is acceptable. The date of written notice of acceptance from the Department to the Consultant is the date of acceptance.

Design Section A geographic location or area between designated termini or limits for which the professional services specified in the Agreement are to be performed by the Consultant.

“Extra Work”. Any minor service or action required of the Consultant which is not identified in the Agreement or any Supplemental Agreement. Minor here means less than 10% of the COMPENSATION for the phase of work being performed.

“Extra Work Order” A written authorization of Extra Work negotiated in accordance with the terms of the Agreement and approved by the Superintendent of Highways.

FHWA. The Federal Highway Administration of the United States Department of Transportation (DOT). FHPM is Federal-aid Highway Program Manual.

“Field and Office Check (F& OC)” An official and comprehensive review of the acceptability of the Work, conducted by the Department, the Consultant and the Approving Party, for the purposes of determining the completeness of the plans and their presentation and for documenting the requirements necessary to complete the final detailed construction contract plans and right-of-way plans.

“Fixed Fee” A negotiated dollar amount to cover profit and business expenses not paid for otherwise.

I.D.O.T. Illinois Department of Transportation

“Liaison Engineers” The duly authorized representative of the Department and the Consultant charged with the day-to-day administration of the terms of the Agreement.

PS & E. Plans, Specifications and Estimates for the Project.

“Phase” A portion of the Work segregated in the Agreement for sequencing purposes (i.e., such as a corridor report, design report or contract plans).

“Progress Report”. A comprehensive description submitted by the Consultant, in a form and at intervals specified by the Department, comparing actual progress with scheduled progress.

“Project” The proposed development furthered by the Work stipulated in the Agreement. It may be comprised of one or more Design or Construction Sections.

“Project Schedule”. A comprehensive description of all significant services required of the Consultant and of all actions required of the Department and Approving Parties by the obligations of the Agreement, together with the durations and/or dates for performing these services and actions.

“Scope of Work”. All services and actions required by the Consultant by the obligations of the Agreement.

“Specific Rate of Compensation”. Specific hourly rates at which the Consultant is to be paid for each class of employee directly engaged in the Work. Such rates of pay include the Consultant’s costs and profit.

“Supplemental Agreement” An agreement modifying the existing Agreement.

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

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

"Superintendent of Highways". The Department's officer named in the Agreement who must approve any Change or Extra Work Authorization.

TS & L Bridge and structure Atype@, Asize@ and Alocation@ drawings.

"Total Agreement Cost". The costs of all work including Subconsultants for a specific Phase of an Agreement.

"Unit of Work" A measurement of work, such as miles of centerline or base line, linear feet of borings, tons of structural steel or pounds of reinforcing steel.

"Upper Limit Compensation"The total compensation which cannot be exceeded without revising the Agreement.

"Work" All engineering and related services and the furnishing of all equipment, supplies and materials required to achieve the broad purposes and general objectives of the Agreement.

"Working Days" Total elapsed days with the exception of Saturdays, Sundays and Holidays recognized by the Department.

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 Work
- Exhibit 2 Schedule of Compensation

Exhibit 3 Evidence of Insurance
Exhibit 4 Board Authorization

ARTICLE 4) DUTIES AND RESPONSIBILITIES OF Consultant

a) Scope of Work

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 Work and Detailed Scope of Work, 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 work 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.

If, in the judgment of the Department, the character of the Work requires that the Consultant maintain an office within the vicinity of the PROJECT, the Department will so inform the Consultant prior to completing the negotiation of the Agreement.

The Consultant will endorse and seal all final draft reports, contract plans, maps right-of-way plats, special provisions for construction contract documents and final cost estimates. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois, being in the full-time employ of the Consultant and responsible for the portion of the Services for which license registration is required. These sealed documents will serve as the RECORD DOCUMENTS for the Services covered by the terms of the Agreement.

a) The Consultant shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the Services, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the Services, all subject to Department approval.

b) The Consultant's Key Personnel specified by name in the Agreement shall be considered essential to the Services being performed. If, for any reason, substitution of a key person becomes necessary, the Consultant shall provide advance written notification of the substitution to the BUREAU CHIEF. Such written notification shall include the proposed successor's name and resume of their qualifications. The Department shall have the right to approve or reject the proposed successor.

c) The Consultant shall report within 15 WORKING DAYS that a key person is no longer employed by the consultant and hence will no longer be available to perform Services on the Project. The Consultant shall provide the successor's name and resume expeditiously, but within 60 days of the key person no longer being available.

d) The Consultant's failure to comply with this section may result in termination of the Agreement and/or loss of prequalification.

The Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure the Agreement, and that he has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Consultant any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the Department shall have the right to annul the Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The Consultant covenants that he has no public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of his services under the Agreement.

The Department and the Consultant each bind themselves, their successors, executors, administrators and assigns to the other party of the Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of the Agreement.

The Consultant agrees that if, because of death or any other occurrence, it becomes impossible for any principal or principals of the Consultant to render the services set forth in the Agreement, neither the Consultant nor the surviving principals shall be relieved of their obligations to complete performance thereunder. However, in such an occurrence, the Department at its own option may terminate the Agreement if it is not furnished competent evidence that the Work can shall be acceptably finished as scheduled.

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 worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 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 and are secured and maintained by Consultant 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 Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants 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 Consultant'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;
- (g) General Aggregate Limit shall be specifically endorsed to provide that the General Aggregate Limit applies separately to this project.

(c) **Commercial Automobile Liability Insurance**

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

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

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

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

- a. \$3,000,000 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 directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the 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, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for 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 work 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 36 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 two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. 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

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 6f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

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 work 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
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: Christopher B. Burke Engineering Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018
Attention: G. Michael Ziegler, Vice President

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.

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).

FREQUENCY IN PAYMENT OF TAXES

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, and such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

HUMAN RIGHTS ORDINANCE

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 use of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

ILLINOIS HUMAN RIGHTS ACT

UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/1-5) and agrees to abide by the requirements of the Act as part of its contractual obligations.*

MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

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

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

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 will 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:

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);

Community Development Block Grants;

Cook County Works Department;

Sheriff's Work Alternative Program; and

Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

NONE

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

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

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

Yes: X No:

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

9575 W. Higgins Road, Suite 600, Rosemont, IL 60018

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

Yes: X No:

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

NA

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Christopher B. Burke Engineering, Ltd. D/B/A: _____ EIN NO.: _____

Street Address: 9575 W. Higgins Road, Suite 600

City: Rosemont State: IL Zip Code: 60018

Phone No.: 847-823-0500

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
See attached sealed envelope		

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 n/a	Name of Principal	Principal's Address

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

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- [X] 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.

Christopher B. Burke
Name of Authorized Applicant/Holder Representative (please print or type)

Christopher B. Burke
Signature

cburke@cbbel.com
E-mail address

President
Title

November 2, 2012
Date

847-823-0500
Phone Number

Subscribed to and sworn before me
this 2nd day of Nov, 2012.

X. *Melissa Johandes*
Notary Public Signature

My commission expires:



Owners of Christopher B. Burke Engineering, Ltd.

Christopher B. Burke	72%	9575 W. Higgins Rd., Suite 600, Rosemont, IL 60018
Thomas T. Burke	28%	9575 W. Higgins Rd., Suite 600, Rosemont, IL 60018

Executive Officers and Directors of Christopher B. Burke Engineering, Ltd.

Christopher B. Burke	President
Michael E. Kerr	Executive Vice President
Thomas T. Burke	Vice President



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

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

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

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

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

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

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ 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: Christopher B. Burke Title: President

Business Entity Name: Christopher B. Burke Engineering, Ltd. Phone: 847-823-0500

Business Entity Address: 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018

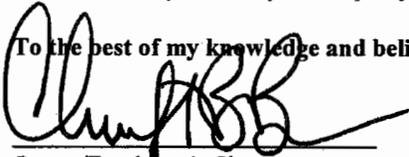
 The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

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.



Owner/Employee's Signature

November 2, 2012

Date

Subscribe and sworn before me this 2nd Day of November, 2012

a Notary Public in and for Cook County


(Signature)



My Commission expires 9/7/16

Completed and returned to the Cook County Board of Ethics 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: Christopher B. Burke Engineering, Ltd.

BUSINESS ADDRESS: 9575 W. Higgins Road, Suite 600 Rosemont, IL 60018

BUSINESS TELEPHONE: 847-823-0500 FAX NUMBER: 847-823-0520

CONTACT PERSON: G. Michael Ziegler

FEIN: 36-346-8939 *IL CORPORATE FILE NUMBER: n/a

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Christopher B. Burke Exe. VICE PRESIDENT: Michael E. Kerr

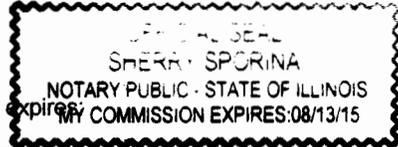
SECRETARY: Susan S. Burke TREASURER: Christopher B. Burke

**SIGNATURE OF PRESIDENT: *Christopher B. Burke*

ATTEST: *Melina J. ...* (Assistant Corporate Secretary) (CORPORATE SECRETARY)

Subscribed and sworn to before me this
27th day of February, 2013

x *Sherry Spolina*
Notary Public Signature

My commission expires: 
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.

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 26 DAY OF March, 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

12-88-366

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 300,000 D.U.R.
(DOLLARS AND CENTS)

FUND CHARGEABLE: 5300.562140.411

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 20 2013

APPROVED AS TO FORM:

NOT REQUIRED

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

COM _____



Cook County Government

EXHIBIT 1

**Scope of Work
Key Personnel**

ORGANIZATIONAL CHART

Traffic Signal and Electrical Engineering Design for Various Locations
 Contract No. 12-88-366



**COOK COUNTY
HIGHWAY
DEPARTMENT**



PROJECT MANAGER
 G. Michael Ziegler, PE, PTOE

SCAT
 William Eidson, PE, PTOE, PTP
 Frank Nemes, PE, PTOE

**CLOSED LOOP
SYSTEM MONITORING**
 William Eidson, PE, PTOE, PTP
 Frank Nemes, PE, PTOE

**TRAFFIC SIGNAL
DESIGN**
 Mike Ziegler, PE, PTOE
 Elizabeth Jensen, EI
 Rama Dhanikonda, PE, PTOE

EMIM CONTRACT
 John Caruso, PE
 Gerald Hennelly
 Mike Ziegler, PE, PTOE

ROADWAY LIGHTING
 John Caruso, PE
 Anthony DeRico, PE, LEED AP, LC
 Katrina Ballado, PE, LEED AP

PUMP STATION DESIGN
 John Caruso, PE
 Gerald Hennelly

PLAN REVIEW
 John Caruso, PE
 Gerald Hennelly
 William Eidson, PE, PTOE, PTP

**DAMA CONSULTANTS, INC.
(MBE Firm)**
 Monte Chen, PE
 > Traffic Signal Design
 > Data Collection
 > Signal Timing Analysis

**TERRA ENGINEERING, LTD.
(DBE Firm)**
 Thomas Baumgartner, PLS
 > Topographic Survey



Cook County Government

SCOPE OF WORK **COOK COUNTY Department OF TRANSPORTATION AND HIGHWAYS**

Traffic Signal and Electrical Engineering Design for Various Locations

COUNTY REQUIREMENTS

The Cook County Department of Transportation and Highway ("the Department") was established in 1913 by the State of Illinois upon approval of the first officially recorded County highway system maps. The present day systems have evolved to include jurisdictional authority for approximately 600 centerline miles or nearly 1500 lane miles of highway and associated infrastructure, as well as bridges, pump stations, traffic signals and maintenance facility buildings across Cook County. There are seven Bureaus that carry out the Department's mission.

The Consultant and team members are expected to have demonstrated expertise with the technical and functional aspects of the matters contained in this Scope of Work. The minimum anticipated needs of the County and responsibilities of the Consultant are set forth in this Exhibit 1.

CURRENT STATE

The Department is retaining the Consultant as an experienced consulting engineering firm for the following services:

- 1) Signal Coordination and Timing (SCAT)
- 2) Close Loop Signal System Monitoring
- 3) Preparation of traffic signal studies and traffic signal design plans
- 4) Preparation of roadway lighting and miscellaneous electrical systems (pump stations & maintenance yards) plans
- 5) Review of traffic signal and roadway lighting plans for conformity with electrical maintenance requirements
- 6) Assistance with the Department's Electrical and Mechanical Item Maintenance Contract (EMIM)

The Consultant is pre-qualified by IDOT District 1 in Signal Coordination and Timing (SCAT) which also includes Closed Loop Signal System Monitoring and pre-qualified by IDOT in Traffic Studies and Traffic Signal Design Plans. The Consultants sub-consultants shall be pre-qualified by IDOT in Street Lighting Design, Pump Station Design and Miscellaneous Electrical Systems.

Individual work orders will be issued by the Department on a per intersection or project basis for each assignment. The specific scope of work and person-hour requirements will be negotiated with the Department prior to starting any assignment. In addition, the Consultant shall be responsible for working with local communities to coordinate work efforts and to evaluate specific requests made by the communities.

All work shall conform to current issue of the following: CCHD Specifications, State Standard Specifications, MUTCD for Streets and Highways, NEC, NEMA, FHWA, District 1 Standards and Guide lines, ES, FHWA (FCC, FAA, TIA, ATSC, SONET).

REQUIREMENTS

1. Signal Coordination and Timing (SCAT):

The purpose of this work is to improve system performance by optimizing traffic signal timings, developing a time of day program and a traffic responsive program. The Consultant will be required to assist in trouble shooting the optimized system for problems encountered with the system. The Consultant shall not charge extra man-hours for this three-year trouble shooting period after signal timing is approved by the County. Trouble shooting shall include (but not limited to) answering complaints, writing letters, making split adjustment, identifying and correcting oscillation problems, etc.. The IDOT District 1 pre-qualified System Coordination and Timing (SCAT) consultant



Cook County Government

firm must have experience working for the County system optimization and well understands the County Optimize Traffic Signal System Special Provision. It is anticipated that Aries and MarcNX software programs will be used for SCAT projects.

2. Close Loop Signal System Monitoring

System Monitoring:

Once the traffic signal timings have been implemented, the Consultant will begin monitoring the systems from his office to identify any timing deficiencies. A weekly report will be sent to the Department to notify of any operational problems and determine if any corrections are required. Evaluate local and system operations. In addition, system detector loop data will be compiled and analyzed for the purpose of developing traffic responsive programs and parameters. The Consultant shall have Aries and MarcNX licensed updated programs to perform this work.

Monitoring During Construction:

This task will consist of monitoring existing traffic signal systems during roadway construction projects. The focus of this task will be to adjust the existing signal system timings and intersection phasing to accommodate the proposed stages of construction associated with roadway improvements. The Consultant will evaluate the construction stage phasing and determine if modifications should be made to existing timing plans or new construction timing plans should be developed. The roadway improvement projects may consist of roadway patching, reconstruction or resurfacing.

3. Preparation of traffic signal studies and traffic signal design plans:

This task will include the preparation of traffic signal warrant studies and traffic signal installation/modifications plans and signal system interconnect plans to the extent requested by the Department. This task may consist of conducting survey(s) at existing locations involving traffic signal and/or roadway design projects.

4. Preparation of roadway lighting and miscellaneous electrical systems (pump stations & maintenance yards) plans:

The Consultant will develop plans for roadway lighting and miscellaneous electrical system projects. It is mutually understood that plans may be requested in English or Metric units by the Department. This task may include any of the following items:

1. Schedule of Quantities Sheet and Estimated Cost
2. Roadway Lighting Details.
3. Roadway Lighting Plan.
4. Roadway Illumination Calculations.
5. Roadway Special Provisions
6. Pump Station Design Details.
7. Pump Station Plan and Calculations
8. Pump Station Special Provisions
9. Maintenance Facility Plans.

5. Review of traffic signal and roadway lighting plans for conformity with electrical maintenance requirements:

The Consultant will review traffic signal plans, roadway lighting plans, pump station plans and specifications submitted to the Department for conformity with electrical maintenance requirements. The plans and specifications will be reviewed and recommendations made concerning the acceptance of the plans and specifications based



Cook County Government

maintenance requirements for traffic signal, roadway lightings, pump stations and electrical installations under the jurisdiction of the Department. The Consultant will prepare a written memorandum to the Department noting any discrepancies and/or approval of the plans and specifications.

6. Assistance with the Department's Electrical and Mechanical Item Maintenance Contract (EMIM):

The County Maintenance Contract includes the maintenance of (1) Traffic Signal Systems, (2) Street and Roadway Lighting Systems, (3) Navigation Lighting Systems, Bridge Cathodic Protection Systems, (4) Storm Water Pumping Station Systems, and (5) Maintenance Facilities Electrical Systems and their appurtenances, located in Cook County. This task will consist of assisting the Department with the preparation of the EMIM contract, reviewing EMIM work orders and assisting with the EMIM with construction activities including loop detector layout, traffic signal turn on, quantity verification, electrical inspections and final acceptance.

This task of preparing EMIM contract may include any of the following items:

1. Technical special provisions and pay items of Traffic signal Installations, Street Lighting, Navigation lighting, Bridge Cathodic Protection, Pump Station and Maintenance Facilities Electrical Systems.
2. Routine and non-routine maintenance descriptions, maintenance facility, maintenance responsibility, maintenance staff qualifications, methods, schedules, tools, equipment, materials and details.
3. Schedule of quantities Sheet and estimated cost.

The Consultant will provide any additional information as needed in relation to this Scope of Work during the term of the agreement.

County Work Requirements

WORK REQUIREMENTS

1. **AUTHORIZATION AND APPROVAL**
Services to be performed by the CONSULTANT under the AGREEMENT shall begin within five days after date of Authority to Proceed. The DEPARTMENT is not liable and will not pay the CONSULTANT for any work performed prior to the date of Authority to Proceed.
2. **PROGRESS REPORTS AND ADJUSTMENTS TO PROJECT SCHEDULE**
 - a. The contracting parties agree that time is of the essence and the CONSULTANT and the DEPARTMENT will be required to meet the Project Schedule in the AGREEMENT.
 - b. On preliminary engineering projects, the CONSULTANT will submit a monthly Progress Report to the DEPARTMENT by the tenth of each month, showing progress to the first of the month in comparison to the Project Schedule in the format required by the DEPARTMENT. The Progress Report shall show scheduled periods for each of the elements of the CONSULTANT'S work. Prior to starting work, the CONSULTANT shall agree with the DEPARTMENT on the percentage that each work element is of the whole. Progress Reports will include a statement summarizing the work performed during the Report period and an outline of the work expected to be performed during the following period
 - c. If delays occur due to any cause preventing compliance with the Project Schedule, the CONSULTANT, except on construction engineering projects, shall apply in writing to the DEPARTMENT for an extension of time. If approved, the Project Schedule shall be revised accordingly. Such extension of time of completion shall in no way be construed to operate as a waiver on the part of the DEPARTMENT of any of its rights in the AGREEMENT.



Cook County Government

3. RELATIONSHIP WITH OTHERS

The CONSULTANT shall cooperate fully with the DEPARTMENT, consultants on adjacent projects, municipalities and local government officials, public utility companies and others as may be directed by the DEPARTMENT. This shall include attendance at meetings, discussions and hearings as requested by the DEPARTMENT. The FHWA and the DEPARTMENT shall have access to the Work and shall be furnished information as their interests may require.

4. RIGHT TO ENTER

In accordance with DEPARTMENT practices, the CONSULTANT will notify all property owners of intent to enter for surveys or field investigations and will furnish a detailed record of all such contacts to the DEPARTMENT on a monthly basis. If owners cannot be found, the occupant will be notified. The DEPARTMENT will supply requested documents identifying the CONSULTANT as the DEPARTMENT'S agent. If the property owner or occupant denies the CONSULTANT permission to enter or if neither can be found, such incident will be reported to the DEPARTMENT. The DEPARTMENT will initiate necessary procedures after receipt of such report.

5. SUBLETTING, ASSIGNMENT OR TRANSFER

a. No professional or specialized portion of the Work under the AGREEMENT shall be sublet, sold, transferred, assigned or otherwise disposed of to other firms except with prior written consent of the DEPARTMENT. This written

consent shall in no way relieve the CONSULTANT from his primary responsibility for the performance and accuracy of the Work.

b. Subconsultants must be prequalified in accordance with the DEPARTMENT requirements. For specialized services that are required but which do not fall into the areas of prequalification of the DEPARTMENT, a non-prequalified firm may be used with DEPARTMENT approval.

c. A copy of the signed subagreement must be furnished to the DEPARTMENT and approved before any of the work is authorized by the CONSULTANT.

d. The DEPARTMENT will not reimburse the CONSULTANT any amount in excess of his actual payments to the Subconsultant made within the limits and provisions of the subagreement approved by the DEPARTMENT. The CONSULTANT'S costs for administering and supervising the SubCONSULTANT'S work are eligible for payment but no profit to the CONSULTANT will be permitted on the cost of the sublet services.

e. No DEPARTMENT approval of the subagreement will be necessary to employ an individual professional specialist on a per diem basis or to utilize nonprofessional services such as reproductions, printing, scale models and other routine services normally performed or provided by others, provided that payment for such services is already included in the Compensation.

f. The CONSULTANT will include clauses in its AGREEMENT with any subconsultant that stipulates that the work under the AGREEMENT shall not be sublet, sold, transferred, assigned or otherwise disposed of to other firms except with prior written consent of the DEPARTMENT.

6. PUBLIC UTILITIES

a. Where facilities of utility companies require rearrangement in connection with the proposed construction, the CONSULTANT shall make the necessary contacts and confer with the owners regarding the requisite revisions in their facilities, apprising the DEPARTMENT of the results of all such contacts.

b. The CONSULTANT shall make no commitments binding upon the



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DEPARTMENT.

c. These provisions do not apply to construction engineering work.

7. ACCURACY OF WORK

a. The CONSULTANT shall be responsible for the accuracy of the Work and shall promptly make necessary revisions or corrections resulting from his errors, omissions, or negligent acts without additional compensation. Acceptance of the Work by the DEPARTMENT will not relieve the CONSULTANT of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

b. At any time during construction or during any phase of work performed by others based on data provided by the CONSULTANT, the CONSULTANT shall confer with the DEPARTMENT when necessary for the purpose of interpreting the information secured and/or to correct any errors and/or omissions made by him. The CONSULTANT shall prepare any plans or data needed to correct his errors and/or omissions without added compensation, even though final payment may have been received by him. He must give immediate attention to these changes so there will be a minimum of delay to the contractor. For additional responsibilities of the CONSULTANT, see Section 2.36.

c. If any errors, omissions and/or negligent acts are made by the CONSULTANT in any phase of the Work, the correction of which may require additional field or office work, the CONSULTANT will be promptly notified and will be required to perform such additional work as may be necessary to correct these errors, omissions and/or negligent acts without undue delay and without additional costs to the DEPARTMENT.

d. The CONSULTANT shall be responsible for any damages incurred as a result of his errors, omissions and/or negligent acts and for any losses or cost to repair or remedy construction as a result of his errors, omissions and/or negligent acts. Acceptance of the Work will not relieve the CONSULTANT of the responsibility for subsequent correction of any such errors, omissions and/or negligent acts or of his liability for loss or damage resulting therefrom.

8. POLICIES AND PROCEDURES

a. The CONSULTANT shall perform the Work required under the AGREEMENT in accordance with the policies and procedures in current issues of the publications listed herein. In case of conflict in the references, the CONSULTANT shall identify them to the DEPARTMENT and follow the instructions furnished by the DEPARTMENT.

b. Illinois Department of Transportation Publications:

- (1) Standard Specifications for Road and Bridge Construction
- *(2) Coded Pay Items
- (3) Design Manual
- (4) Design Memorandums
- (5) Bridge Manual
- (6) Prestressed Concrete Manual
- ** (7) Drainage Manual
- (8) Highway Standards
- (9) Land Acquisition Manual
- (10) Standard Specifications for Traffic Control Items
- (11) Specifications for Structure Boring
- (12) Specifications for Highway Soil Survey
- (13) Manual on Uniform Traffic Control Devices for Streets and Highways
- (14) Culvert Design Manual



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- (15) Water Quality Manual
- (16) Air Quality Manual
- (17) Ecological and Natural Resources Manual
- (18) Traffic Noise and Vibration Manual
- (19) Socio-Economic Impact Assessment Manual
- (20) Bureau of Location & Environment Manual of Policies & Procedures
- (21) Bureau of Location & Environment Policies & Procedures Memorandums
- (22) Geotechnical Manual
- (23) Sign Structure Manual
- (24) Policy on Permits for Access Driveways to State Highways
- *** (25) CADD Roadway Drafting Guide
- (26) Other directives current at the time of the AGREEMENT

- * Use the Departments coded pay items
- ** Use the Department's Drainage Design Criteria
- *** Includes coding for digital acquisition of survey data

c. FHWA'S Publications:

All applicable portions of the Federal-Aid Highway Program Manual including:

- (1) 23 CFR 771 Environmental Impact and Related Procedures
- (2) FHPM 7-7-3 Procedures for Abatement of Highway Traffic Noise and Construction Noise
- (3) FHPM 7-7-9 Air Quality Guidelines
- (4) FHPM 7-(1,2,5) Right-Of-Way General, Acquisition, Relocation Assistance
- (5) FHPM 1-7-2 Administration of Negotiated Contracts
- (6) FHPM 6-2-1-1 Design Standards for Federal Aid Projects
- (7) FHPM 6-4-2 Plans and Specifications for Federal Aid Projects
- (8) FHPM 6-7 Bridge Structures and Hydraulics
- (9) FHPM 6-7-3-2 Location and Hydraulic Design of Encroachments of Flood Plains

d. Other Publications:

- (1) The AASHTO Standards, Policies and Guides and other Standards listed in FHPM 6-2-1-1.
- (2) Reference Guide Outline, Specifications for Aerial Surveys and Mapping by Photogrammetric Methods for Highways, prepared by the American Society of Photogrammetry.
- (3) AASHTO Design of Pavement Structures. e. Headgear, Vest and Footwear Policy
 - (1) All employees of a CONSULTANT engaged in ground level field activities on or within 8 meters (25 feet) of a pavement open to traffic, shall wear high visibility vests or approved high visibility outer garments. Flaggers shall wear high visibility vests at all times.
 - (2) All employees of a CONSULTANT are required to wear either hardhats/caps or high visibility soft orange caps when engaged in field activities within 8 meters (25 feet) of a pavement open to traffic or under construction, when not in vehicles or self-propelled mobile equipment.
 - (3) All employees of a CONSULTANT are required to wear protective hardhats/caps when they are in an area where there is a potential for injury from falling, moving, swinging or flying objects.
 - (4) Safety-toe footwear shall be worn by employees of a CONSULTANT engaged in operations where the danger of injury to the foot may occur.



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All employees of a CONSULTANT should also wear appropriate clothing for the work task involved. This includes shirts when in the vicinity of the public.

8. REVIEWS AND ACCEPTANCES

Work performed by the CONSULTANT shall be subject to review and acceptance in stages as required by the DEPARTMENT. Acceptance shall not relieve the CONSULTANT of his professional obligation to correct at his expense any error, and/or omissions in his work or of his liability for the losses resulting therefrom as set forth in Section 7.

9. REVISIONS OF PLANS, SPECIFICATIONS OR ESTIMATES

a. The DEPARTMENT may, upon written notice and without invalidating the AGREEMENT, require Changes resulting in the revision or abandonment of work already performed by the CONSULTANT or requires other elements of work not originally contemplated and for which full compensation is not provided in any portion of the AGREEMENT.

b. The value of such Changes, to the extent not reflected in other compensation to the CONSULTANT, shall be determined by the contracting and approving parties in accordance with methods of payment set forth in the AGREEMENT, and the Compensation shall be adjusted accordingly. The DEPARTMENT is not obligated to pay the CONSULTANT for work performed on Changes prior to authorization by the Superintendent of Highways.

10. LEGAL OBLIGATIONS

11. COMPLIANCE WITH STATE AND OTHER LAWS

The CONSULTANT will comply with State, Federal and Local statutes, ordinances and regulations and obtain all permits that are applicable to the AGREEMENT.

12. TAXES, ROYALTIES AND EXPENSES

The CONSULTANT shall pay all taxes, royalties and expenses incurred in connection with his services under the AGREEMENT.

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY - PROPERTY DAMAGES

The CONSULTANT shall be responsible for any and all damages to property or persons, to the extent that such damages arise out of an error, omission and/or negligent act in the prosecution of his Work and shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. These indemnities shall not be limited by the listing of any insurance coverage.

14. TERMINATION AND ABANDONMENT

a. If the DEPARTMENT is dissatisfied with the CONSULTANT'S performance, or believes that there has been a substantial decrease in the CONSULTANT'S productive capacity, the DEPARTMENT may give written notice that remedial action shall be taken by the CONSULTANT within 30 calendar days. If such action is not taken, the DEPARTMENT may terminate the AGREEMENT by giving written notice to the CONSULTANT at least 15 calendar days prior to the effective date of termination. In this event, the CONSULTANT shall be paid for the value of all acceptable work performed prior to the effective date of termination based on the payment terms of the AGREEMENT.

b. Further, the DEPARTMENT at its sole discretion may terminate the AGREEMENT for any other reason, which involves no fault of the CONSULTANT, by giving written notice to the CONSULTANT at least 15



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calendar days prior to the effective date of the termination. In this event, the CONSULTANT shall be paid as outlined in the preceding paragraph or the AGREEMENT.

15. OWNERSHIP OF DOCUMENTS/RETENTION OF RECORDS

The CONSULTANT agrees that all survey data, reports, drawings, studies, specifications, estimates, maps, CADD files in microstation format and computations prepared by or for him under the terms of the AGREEMENT shall be properly arranged, indexed and delivered to the DEPARTMENT upon termination or completion of the Work. These documents shall become and remain the property of the DEPARTMENT which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than that provided in the AGREEMENT.

All documents including drawings and specifications furnished by the CONSULTANT pursuant to the AGREEMENT are instruments of its services in respect of the Work. They may not be suitable for reuse on extensions of the Work, or on any other Work. Any reuse without specific written verification or adaptation by the CONSULTANT will be at the user's risk and without liability to the CONSULTANT.

The CONSULTANT shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the County Auditor and other County Auditors; and the CONSULTANT agrees to cooperate fully with any audit conducted by the County Auditor and other County Auditors, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the County for the recovery of any funds paid by the County under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.



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Detailed Scope of Work

EXHIBIT 1 SCOPE OF SERVICES

UNDERSTANDING OF THE ASSIGNMENT

The assignment will consist of the following: 1) Signal Coordination and Timing Studies; 2) Closed Loop System Monitoring; 3) Preparation of traffic signal studies and traffic signal design plans, including modernization, modification and interconnect plans; 4) Preparation of roadway lighting and miscellaneous electrical systems (pump stations and maintenance yards) plans; 5) Review of traffic signal and roadway lighting plans for conformity with electrical maintenance requirements; 6) Assistance with CCHD's Electrical and Mechanical Item Maintenance contract (EMIM) including preparation of contract, work order reviews and construction layout.

Individual work orders will be issued by CCHD on an intersection or project basis for each assignment. The specific scope of work and person-hour requirements will be negotiated with CCHD prior to starting any assignment. CBBEL will work closely with CCHD staff to maintain overall project continuity and project schedules.

DETAILED DESCRIPTION OF SCOPE OF WORK

Task 1 – Signal Coordination and Timing (SCAT) Studies: This task will consist of developing and implementing optimized signal system timing plans for various signalized corridors in Cook County. The work will include data collection, timing analysis, timing implementation, system set-up and system monitoring. The results of each study will be documented in a report for future reference by CCHD.

Task 1.1 – Data Collection: CBBEL will have 12-hour manual turning movement counts conducted at the subject intersections. The turning movement counts will be conducted during a typical weekday (Tuesday-Thursday) from 6:00 AM to 6:00 PM. The turning movement counts will identify cars, heavy vehicles, and buses at the intersection. As part of this task, CBBEL will conduct a field reconnaissance of the project area to verify existing roadway characteristics including lane usage, posted speed limit, adjacent land-uses, verify the detector loop locations and box prints correspond, and other data relevant to the SCAT report.

Task 1.2 – Timing Analysis: Based on the traffic data collected in Task 1.1 and a 'before' speed and delay study, CBBEL will analyze the subject intersections and system using Synchro version 6.0 or later (depending on the needs of CCHD) to develop the optimized signal timings. CBBEL will initially develop three (3) Time Base Coordination (TBC) programs that correspond to the traffic count data collected in Task 1. The TBC programs will be used for the start-up timings on a time of day basis.

Task 1.3 – Timing Implementation and Monitoring: CBBEL will implement the proposed timings after a review by CCHD. This will consist of down loading the signal timings from a

remote location or installing the timings in the field using a lap top computer connected to the master and local controllers. Fine tuning will be performed on the implemented timings to account for field variations. CBBEL will also create the graphic files for each intersection using the closed loop system software for the system.

CBBEL will monitor the system to identify any timing deficiencies. In addition, system detector loop data will be compiled and analyzed for the purpose of developing traffic responsive programs and parameters. This information will be down loaded to the master controller after sufficient system data has been collected.

CBBEL will monitor traffic operations once the traffic responsive programs have been implemented. Our evaluation will include field observations in addition to remote monitoring reports to determine if the signal timings require refinement or adjustments. Once the system is operating efficiently, CBBEL will notify CCHD. If CCHD concurs, CBBEL will conduct the 'after' speed/delay study on a typical weekday, Tuesday through Thursday.

Upon completion of the above, CBBEL will assist with trouble shooting the optimized system for problems encountered within a three-year period. Trouble shooting shall include writing letters in response to complaints, adjusting existing splits and offsets, modifying existing timing plans, identifying and correcting oscillation problems, etc. Trouble shooting shall not consist of writing new reports, editing existing reports, designing and implementing new timing plans or conducting new traffic counts.

Task 1.4 – Signal Coordination and Timing Report: CBBEL will prepare a SCAT report containing the following: turning movement counts, capacity analyses for each count period, speed/delay studies, computer optimization analyses for each count period, proposed implementation plans and summaries including system description, analysis methodology and special recommendations and/or observations. A compact disc will be created containing the report in .PDF format, Synchro files, traffic counts and controller databases. The controller database printouts will be included in the report along with system/local detector relationship layout, TOD plan, system overview, and turning movement count exhibits. Two reports with a compact disc will be furnished to CCHD.

Task 2 – Closed Loop Signal System Monitoring: This task will consist of monitoring all of Cook County Highway Department's closed loop traffic signal systems. CCHD currently has 23 Econolite systems and 7 Eagle systems in operation. CCHD also has 18 local intersections which communicate through 6 IDOT master controllers. CBBEL will verify that the master and local controller databases are current and operational problems are communicated to CCHD in a timely manner. In addition, CBBEL will work to maintain system integrity during minor construction activities that may affect a particular system and provide weekly system status reports. CBBEL will improve the standardization of the closed loop signal systems through a review of the local controller databases and will perform any required updates or system readdressing. CBBEL will also investigate the operation of the local controllers in the field to determine if adjustments can be made to improve the efficiency of the individual intersections.

Additional operational reviews of the Master controller database and Traffic Responsive Programs will be performed to determine if adjustments can be made to improve the efficiency of the closed loop systems.

CBBEL will also coordinate conference calls with the CCHD and maintenance contractor to resolve discrepancies between the databases, review operational or communication issues, and coordinate maintenance and construction activities required.

Task 2.1 – Auto Compare/Upload Master Controller Databases and Local Controller Databases: This task will consist of uploading the master controller databases and local controller databases for the purpose of comparing databases against the approved database. Every local and master controller will be auto compared/uploaded once per week. Discrepancies will be noted and reported in the weekly reports. CBBEL will use the latest Aries software for Econolite systems and Marc NX version 3.13 for Eagle systems. Modem communication difficulties will be communicated to CCHD in a timely manner. It is mutually understood that CBBEL will not be receiving local/master controller alarms. This information will be received and processed by the CCHD electrical maintenance contractor.

Traffic controller database management for construction contractors is also included in this task. This work will consist of uploading and downloading databases for construction contractors to maintain system integrity during construction. CBBEL will evaluate the planned construction phasing and determine if modifications should be made to existing timing plans or if new construction timing plans should be developed. This task is to be utilized for minor construction activities and road closures of limited duration. Any proposed changes will be communicated to CCHD prior to implementation.

Task 2.2 – Reports: This task will consist of preparing weekly reports for CCHD. Reports will include the following information at a minimum: zone and intersection, compare status, date of latest compare, date problem first noted, date of latest upload, and comments (discrepancies).

Task 2.3 – Evaluate Local Intersection Operations: This task will consist of reviewing the local database settings which impact the traffic operations of the intersection. These items will include the by-phase timing data, recall data, detector type/timer data, detector phase assignment data, and the coordination pattern data. CBBEL will also perform field observations to determine if modifications to these settings are necessary to improve the operation of the local intersection and communicate these to CCHD. Upon review and acceptance of the proposed changes to these settings by CCHD, CBBEL will implement the changes at the local controllers.

Task 2.4 – Monitoring During Construction: This task will consist of monitoring existing traffic signal systems during roadway construction projects. The focus of this task will be to adjust the existing signal system timings and intersection phasing to accommodate the proposed

stages of construction associated with roadway improvements. The roadway improvement projects may consist of roadway patching, reconstruction or resurfacing.

To coordinate the monitoring of signal systems during roadway construction projects, CCHD will notify CBBEL in writing of the date and time of the pre-construction meeting for the roadway improvement project. CBBEL will attend the meeting to obtain information related to the anticipated start date and construction staging. CBBEL will need to be notified seven days in advance of the actual start of construction. CBBEL will review the proposed work schedule and construction staging with the resident engineer from CCHD to develop the necessary traffic signal system timing modifications. CBBEL will drive the system at least once every two weeks during each stage of construction to evaluate signal system operations and to determine if additional modifications are necessary to the signal system timing plans. CBBEL will review with CCHD any recommended timing modifications prior to implementing them.

No traffic counts will be conducted under this task unless specifically requested by CCHD. Upon notification by CCHD that construction has been completed, CBBEL will restore the original timing plans that were in place prior to the start of construction.

Task 3 – Traffic Signal Design: This task will include the preparation of traffic signal warrant studies, traffic signal installation/modifications plans and signal system interconnect plans to the extent requested by CCHD.

Task 3.1 – Traffic Signal Warrant Study: CBBEL will prepare traffic signal warrant studies, if requested by CCHD, for proposed signalized locations. We will collect existing 12-hour turning movement count data for each location. The turning count data will be analyzed with respect to the warrant criteria contained in the Manual on Uniform Traffic Control Devices for the installation of a traffic signal. Our findings and recommendations will be summarized in a technical memorandum.

Task 3.2 – Traffic Signal Installation or Modification Plans: CBBEL will develop base sheets for traffic signal improvement and interconnect plans based on existing plan information and/or survey data. If required, topographic survey will be performed as outlined in Task 3.6. The traffic signal improvement plans will be based on agreed upon work scope. It is mutually understood that plans may be requested in English or Metric units by CCHD. The plans may incorporate any of the following depending on the work scope:

- a. Cover Sheet
- b. Schedule of Quantities Sheet
- c. Traffic Signal Removal Plans
- d. Temporary Traffic Signal, Cable and Phasing Plans
- e. Traffic Signal Installation/Modernization/Modification Plans
- f. Traffic Signal Cable and Phasing Plans
- g. Sequence of Operation Plans

- h. Interconnect Plans and Line Drawing
- i. Mast Arm Mounted Street Name Sign(s) Sheet

Task 3.3 – Technical Specifications: Technical specifications employing CCHD Traffic Signal Special Provisions to the extent required will be assembled. This will include any modifications or additions required for a particular location.

Task 3.4 – Summary of Quantities: Plan quantities will be tabulated and a summary of quantities will be developed as part of the plans prepared for each traffic signal project.

Task 3.5 – Estimate of Cost: Based on the final plan quantities, CBBEL will develop an estimate of cost for the traffic signal improvements. The estimate of cost will be developed for the entire project, which may include one or more signalized intersections and related improvements.

Task 3.6 – Topographic Survey: This task will consist of conducting horizontal alignment survey(s) at existing or proposed traffic signal locations. The surveys will be conducted if adequate plan information is not available from CCHD for a specific location(s).

The horizontal alignment survey information will be used to develop the base sheets for traffic signal projects. The survey will include existing above ground physical features within the existing right-of-way. A minimum of two points on the State Plane Coordinate System will be included in each survey. The survey limits will be agreed upon with CCHD prior to commencement of work.

In general, the survey limits for traffic signal design projects will include 600 feet on the primary street and any far back detection on the cross street. The survey limits for non-signalized driveways will be a maximum of 100 feet on the driveway approach. Existing right-of-way monuments will be located and supplemented with available parcel records from Cook County. In addition, information from utility atlases, to the extent available, will be incorporated into the survey to illustrate the location of existing underground facilities.

Task 4 – Roadway Lighting and Miscellaneous Electrical System Plans: This task will include the preparation of roadway lighting and miscellaneous electrical system plans to the extent requested by CCHD.

Task 4.1 – Roadway Lighting and Miscellaneous Electrical System Plans: CBBEL will develop base sheets for roadway lighting and miscellaneous electrical system projects assigned by CCHD based on existing plan information and/or topographic survey data. If required, topographic survey will be performed as outlined in Task 4.5. It is mutually understood that plans may be requested in English or Metric units by CCHD. This task may include any of the following items:

- a. Cover Sheet

- b. Schedule of Quantities Sheet
- c. Roadway Lighting Details
- d. Roadway Lighting Plan
- e. Roadway Illumination Calculations
- f. Pump Station Design Details
- g. Pump Station Plan and Calculations
- h. Maintenance Facility Plans

Task 4.2 – Technical Specifications: Technical specifications employing CCHD Special Provisions to the extent required will be assembled. This will include any modifications or additions required for a particular location.

Task 4.3 – Summary of Quantities: Plan quantities will be tabulated and a summary of quantities will be developed as part of the plans prepared for each project.

Task 4.4 – Estimate of Cost: Based on the final plan quantities, CBBEL will develop an estimate of cost for the proposed roadway lighting or miscellaneous electrical system improvements.

Task 4.5 – Topographic Survey: This task will consist of conducting horizontal alignment survey(s) at existing or proposed roadway lighting or miscellaneous electrical facility locations. The surveys will be conducted if adequate plan information is not available from CCHD for a specific location(s).

The horizontal alignment survey information will be used to develop the base sheets for these projects. The survey will include existing above ground physical features within the existing right-of-way. The survey limits will be agreed upon with CCHD prior to commencement of work. Existing right-of-way monuments will be located and supplemented with available parcel records from Cook County. In addition, information from utility atlases, to the extent available, will be incorporated into the survey to illustrate the location of existing underground facilities.

Task 5 – Review of Plans and Specifications: This task will consist of reviewing plans and specifications prepared by others for traffic signal plans, roadway lighting, pump stations, or miscellaneous electrical systems submitted to CCHD for conformity with electrical maintenance requirements.

Task 5.1 – Plan and Specification Review: The plans and specifications will be reviewed and recommendations made concerning the acceptance of the plans and specifications based upon the applicable standards and specifications for traffic signal and roadway lighting installations under the jurisdiction of CCHD.

Task 5.2 – Technical Memo: We will prepare a written memorandum to CCHD noting any discrepancies and/or approval of the plans and specifications. Marked plans will be provided indicating the noted discrepancies and items to be revised prior to final acceptance.

Task 6 – Assistance with Electrical and Mechanical Item Maintenance Contract: This task will consist of assisting CCHD's with its Electrical and Mechanical Item Maintenance (EMIM) contract. Work activities may include assisting with the preparation of the EMIM contract, reviewing EMIM work orders and assisting with the EMIM with construction activities including loop detector layout, quantity verification, traffic signal inspections and final acceptance.

Task 6.1 – Review of IDOT District 1 Traffic Signal Specifications: CBBEL will review the current IDOT District 1 Traffic Signal Specifications to determine what items from their special provisions need to be added to the CCHD traffic signal special provisions in order to bring the CCHD special provisions in compliance with IDOT's current special provisions.

Task 6.2 – Determination of information to be added to CCHD Traffic Signal Specifications: CBBEL will meet with CCHD after review of the IDOT District 1 Traffic Signal Specifications to discuss what items should be included in the CCHD traffic signal special provisions. CCHD will provide CBBEL any items and/or information that will to be added from CCHD. If CCHD is adding any new items, CCHD will furnish all the information necessary so that these items may be incorporated into the traffic signal special provisions.

Task 6.3 – CCHD Traffic Signal Specifications Files: After Tasks 6.1 and 6.2 are completed CBBEL will incorporate the necessary information and data as required by CCHD from Task 6.2 to create new CCHD traffic signal special provisions.

Task 6.4 – Review of IDOT Electrical Maintenance Contract: CBBEL will review the current IDOT District 1 Electrical Maintenance Contract to determine what items from their contract need to be added to the CCHD contract in order to bring the CCHD contract in compliance with IDOT's current contract. A copy of the current IDOT contract will be furnished to CBBEL by CCHD.

Task 6.5 – Determination of information to be added to Current EMIM: CBBEL will meet with CCHD after review of the IDOT District 1 contract to discuss what items should be included in the CCHD contract. CCHD will provide CBBEL any items and/or information that will to be added from CCHD. If CCHD is adding any new items, CCHD will furnish all the information necessary so that these items may be incorporated into the contract. CCHD will have the County Insurance wording in the EMIM contract checked by the County Insurance Office to see if any wording or information needs to be changed.

Task 6.6 – Contract and Contract Files: After Tasks 6.4 and 6.5 are completed CBBEL will incorporate the necessary information and data as required by CCHD from Task 6.2 to create a new contract. The new contract will include the latest IDOT and CCHD

specifications that pertain to electrical and mechanical items covered by the contract. The new contract will also contain all the information needed for letting with the exception of CCHD boilerplate Special Provisions, which will be added by CCHD. After the new contract is approved by CCHD, CCHD will be provided with one hardcopy of the final documents and one copy of the final documents in electronic format.

Task 6.7 – Estimate of Cost: CBBEL will provide an estimate of cost for the proposed EMIM contract after the contract documents are approved by CCHD. This cost estimate will include a Schedule of Prices with the estimated unit and extended prices. CCHD will receive one hardcopy and one electronic formatted file for its use.

Task 6.8 – Construction Activity Coordination with CCHD: CBBEL will provide assistance with construction activities as requested by CCHD. This may include performing traffic signal turn-on or final inspections. All inspections will follow the applicable CCHD standards and a summary memo will be prepared noting all punch list items to be completed.

SUMMARY DESCRIPTION OF SCOPE OF WORK

Task	Proposed Work Items
Signal Coordination and Timing (SCAT)	Data Collection Timing Analysis Implementation Report
Closed Loop Signal System Monitoring	Auto Compare Weekly Reports Coordination Conference Calls Local Operations Evaluations Construction Adjustments
Traffic Signal Design	Traffic Signal Warrant Studies Traffic Signal Plans, Specifications, Estimates Topographic Survey, if required
Roadway Lighting and Miscellaneous Electrical Systems	Roadway Lighting and Miscellaneous Electrical System Plans, Specifications, Estimates Topographic Survey, if required
Plan and Specification Review	Review Applicable Standards and Specifications Review Submitted Plans and Specifications Prepare Technical Memo and Marked Plan Set



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EXHIBIT 2

Schedule of Compensation



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Exhibit 2

SCHEDULE OF COMPENSATION

Upper Limit Compensation. The maximum compensation under this agreement may not exceed \$300,000.

Fund Number: 5300.5620140.4111

Monthly Invoicing

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 Subconsultant costs. Consultant must maintain complete documentation of all costs incurred for review and audit by the County or its designated representative(s). 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 should identify any variances from budget or schedule and explain the reasons for the variances.

METHOD OF PAYMENT

COMPENSATION

The following method of compensation for CONSULTANT services is specified where applicable in the AGREEMENT.

a. Cost Plus a Fixed Fee - Actual Costs reimbursable to the CONSULTANT, plus a Fixed Fee (Profit) as defined in Section b. The Upper Limit of Compensation to the CONSULTANT shall be up to an aggregate \$300,000.00.

b. Fixed Fee or Profit – Each work order shall include a Fixed Fee that will be determined by the following formula:

Profit = $0.145 [(2.3+R)P+DC]$ Where P= Payroll

DC = Direct Costs (subcontracted costs may not be included)

R = Complexity factor

Low complexity projects will have an R value of zero. This will involve such work as project surveys, routine drafting functions, minor bridges, small rural projects, simple environmental assessments, and location/design reports (rehabilitation).

Complex jobs will have an R value of 0.035. This will involve such work as small urban projects, freeway interchanges, projects on new alignment, freeways, multi-span bridges, complex environmental assessments, and location/design reports (reconstruction/major rehabilitation).



Cook County Government

Very complex work will have an R value of 0.07. This will involve such work as multi-level interchanges, movable bridges, complex major bridges, major urban freeways, environmental impact statements, location/design reports (new construction/major reconstruction) and major engineering studies requiring special expertise.

The complexity levels will be given for each item in the professional service bulletins. The published complexity levels will not be open for negotiation. The complexity level set for the project will also apply to subcontracted work.

INVOICES

The CONSULTANT shall submit invoices to the DEPARTMENT'S Design Bureau Chief Engineer using the forms provided by the DEPARTMENT, not more often than monthly.

PARTIAL PAYMENTS

a. Promptly upon receipt, review and approval of properly documented invoices, the DEPARTMENT shall pay or cause to be paid to the CONSULTANT, not more often than monthly, partial payments of the Compensation specified in the AGREEMENT. The DEPARTMENT'S Design Bureau Chief Engineer shall establish that the reported percentage of completion of the Work is reasonable. Payment will be made in the amount of sums earned less previous partial payments and less retainage.

b. The maximum retainage shall not exceed 5 percent of the Upper Limit of Compensation. The retainage shall be 10 percent of the sums earned up to the maximum retainage stated in the AGREEMENT, and then held at this dollar amount until all of the Work is accepted, and then reduced to zero. If the DEPARTMENT chooses to delay acceptance of the Work due to no fault of the CONSULTANT or if a small part of the Work must be delayed appreciably (such as right-of-way staking or checking of structural shop drawings), the DEPARTMENT may elect to reduce the retainage to zero provided, however, that for projects which are to be audited, the CONSULTANT agrees that it will pay the DEPARTMENT all monies as required by the audit.

c. If the method of payment is Cost Plus a Fixed Fee, the total amount of any partial compensation shall not exceed the Upper Limit of Compensation multiplied by the approved percentage of completion of the Work. The sums earned shall be the CONSULTANT'S certified reimbursable costs plus that percentage of the Fixed Fee equal to the percentage of completion shown on the Progress Report and approved by the DEPARTMENT. Reimbursable salary costs shall be computed as Direct Salary Costs, plus the agreed percentage of Fringe Benefits shown on the AGREEMENT, plus the premium portion of overtime wages. Indirect Costs shall be computed as the percentage of Direct Payroll shown in the AGREEMENT. The percentages shown in the AGREEMENT are provisional and may be adjusted from time to time by mutual agreement between the contracting parties to more accurately estimate these costs.

FINAL PAYMENT

a. The CONSULTANT shall submit an affidavit with his final invoice, stating that all obligations incurred by him in performance of the Work have been paid in full. The affidavit shall be on the form prescribed by the DEPARTMENT.

b. If the method of payment is Cost Plus a Fixed Fee, the DEPARTMENT will promptly, upon acceptance of the final submission of the Work, pay the CONSULTANT 100% of the invoice amount (up to the Upper Limit of Compensation).

ADJUSTMENT OF UPPER LIMIT OF COMPENSATION

When costs approach 50% of the Upper Limit of Compensation, the CONSULTANT shall review the work accomplished and make an itemized estimate showing costs incurred and costs of services still required to complete his obligation. He shall do the same before costs reach 75% and



Cook County Government

90% of the Upper Limit of Compensation. If either of these estimates exceed the Upper Limit of Compensation, the CONSULTANT shall immediately notify the DEPARTMENT.

b.

The DEPARTMENT shall review the estimate and, upon determining that the cost estimate is reasonable and that any costs that should be absorbed by the CONSULTANT due to his own inefficiency and/or errors are not included, shall promptly direct the CONSULTANT to:

(1) Stop work at a logical point when monies due the CONSULTANT are within the Upper Limit of Compensation, or

(2) Continue work under the terms of the AGREEMENT up to an adjusted Upper Limit of Compensation as authorized in writing by the DEPARTMENT. The CONSULTANT waives his right to any payment in excess of the original Upper Limit of Compensation if he has not submitted an estimate of overrun and received such written authorization prior to incurring the excess costs.

ITEMS ELIGIBLE FOR REIMBURSEMENT AS CONSULTANT'S COSTS

a. When the method of compensation includes payment of the CONSULTANT'S actual costs, the following items of cost are reimbursable to the extent that they are in compliance with Federal Acquisition Regulations, Subparts 31.1 and 31.2 and FHPM 1-7-2.

b. Direct Salary Costs are the Direct Productive Payroll (actual wages paid all employees of the CONSULTANT regardless of job classification when directly engaged in work necessary to fulfill the terms of the Agreement) less the premium portion of such wages paid for overtime.

(1) Related costs which are normally paid by the CONSULTANT may include items such as:

(a) Wages paid or accrued for vacation time.

(b) Wages paid for holidays and for sick, military, jury and other authorized leave.

(c) Group and Workmen'S compensation insurance costs.

(d) Bonus, incentive compensation or deferred compensation which is an established practice of the firm and which does not exceed the DEPARTMENT'S policy limiting these costs to what it considers reasonable in accordance with the Federal Acquisition Regulations.

(e) Social Security and Unemployment taxes.

(f) Pension or retirement benefits.

(g) Group Medical Plan and Life Insurance Premiums.

(2) The allocation of the related costs shall be in accordance with the CONSULTANT'S established policy and with accepted accounting practices. Generally, these costs will be expressed as a percentage of the Direct Salary Costs.

(3) Salaries of principals and other salaried personnel for the firm may be included in the Direct Salary Costs for all time they are productively engaged in work necessary to fulfill the terms of the AGREEMENT, provided this is the CONSULTANT'S normal practice and that the cost is not also included in Indirect Salary Costs. The maximum amount of the principal's and employee's salary, which the DEPARTMENT will reimburse either directly or indirectly, shall be as determined by the DEPARTMENT'S policy as to what is considered reasonable in accordance with Federal Acquisition Regulations. If principals of the CONSULTANT perform routine services, such as standard design and drafting work which could be performed by lesser-salaried personnel, the wage



Cook County Government

rates billed directly for these services shall not exceed those rates paid to the CONSULTANT'S salaried personnel performing the same or similar work.

(4) Premium Wages for overtime paid to employees, in accordance with the CONSULTANT'S normal practice and directly chargeable to the PROJECT, may be reimbursed as Direct Productive Payroll with no surcharge for related costs provided such Premium Wages in any billing period do not exceed four percent of the Direct Productive Payroll billed to the PROJECT for that period. No payments for Premium Wages in excess of four percent shall be made unless the CONSULTANT obtained prior written approval from the DEPARTMENT to exceed this limit.

(5) The maximum total compensation for partners, principals, and employees will be \$70.00 per hour (\$145,600.00 annually) that may be charged directly to the contract. The maximum total compensation of up to \$70.00 per hour (\$145,600.00 annually) for indirect salary costs may be included in the overhead.

c. Direct Non-Salary Costs are actual and reasonable non-salary costs incurred specifically in fulfilling the terms of the AGREEMENT, such as:

(1) Travel, Food and Lodging, including automotive equipment rentals, fuel, maintenance, tolls, mileage or per diem paid by the CONSULTANT for personal expenses of only his own employees in accordance with his normal company policy, but excluding such costs outside Cook County, Illinois, unless specifically authorized in writing by the DEPARTMENT.

(2) Communications, including telephone, telegraph, postage, parcel post, airfreight and package express.

(3) Reproductions including photographs, prints and offset work.

(4) Outside professional service and laboratory charges, including those for surveys, photogrammetry, soils investigations and tests and other charges for engineers, surveyors, lawyers, sociologists, economists, model makers, architects, scientists and other specialists. These charges must be authorized in advance by the DEPARTMENT to be reimbursable.

(5) Electronic computer charges including those for computers and related equipment operated by the CONSULTANT and those for outside computer services. Rates for computers and related equipment operated by the CONSULTANT shall be in accordance with established rates charged to outside clients for similar services, except that such rates shall be billed at cost (no profit) since the CONSULTANT'S profit is covered in the Fixed Fee. If the CONSULTANT uses an outside computer service, their net charges shall be used in the CONSULTANT'S billing.

(6) Special equipment if authorized in writing by the DEPARTMENT and materials required for and used solely in the fulfillment of the AGREEMENT. The CONSULTANT shall deliver all such equipment and material to the DEPARTMENT upon completion of the Work.

(7) Special insurance for the project if requested in writing by the DEPARTMENT.

(8) Rental charges for equipment owned by the CONSULTANT at his established rates, reduced by the portion of the rate which is profit and less any portion charged elsewhere to the indirect costs.

d. Indirect Costs (or overhead costs) are the remaining costs of the CONSULTANT'S business operations after the assignment to all of his clients of all Direct Costs, exclusive of costs ineligible for compensation such as uncollectible charges, advertising, amusement, entertainment, contributions, donations, interest on borrowed money, and the like. The CONSULTANT'S established practices for allocation of eligible Indirect Costs to each project shall be used if in accordance with generally accepted accounting



Cook County Government

procedures. In general, these costs will be expressed as a percentage of the Direct Salary Costs charged to the CONSULTANT'S clients.

e. Indirect Salary Costs are the actual wages paid to all employees of the CONSULTANT for work not directly chargeable to individual clients plus the same related costs as previously outlined in Direct Salary Costs if not included in the Direct Cost, such as:

- (1) Wages paid for preparation of proposals.
- (2) Severance wages paid to employees.
- (3) Wages paid for negotiating (not promoting) new business.
- (4) Research and development wages. This cost is primarily the salaries of the CONSULTANT'S personnel in the development of new computer programs and labor saving devices. Eligible costs will be as defined in subpart 31.205-18 of the Federal Acquisition Regulations.
- (5) Training and education wages. This cost consists of salaries paid employees while attending classes at accredited colleges or universities for post graduate work in subjects related to the CONSULTANT'S practice. Also included in this category is attendance at meetings and seminars conducted by both recognized technical/professional organizations and in-house personnel.
- (6) General office administration and supervisory salaries.
- (7) Salaries in connection with the recruitment of employees.
- (8) Salaries paid to furnish access to or copies of records as required in of this AGREEMENT, if not reimbursed by the client.
- (9) Salaries of principals for time actively engaged in the preparation of proposals and pre-agreement negotiation (not promotion) of new business.

f. Indirect Non-Salary Costs are all non-salary costs of the CONSULTANT'S business operations eligible for compensation not directly chargeable to individual clients, such as:

- (1) Travel, food and lodging (see Direct Non-Salary Costs).
- (2) Communications, including telephone, telegraph, postage, parcel post, (3) Reproduction costs, including blueprinting, photography, photostats,
- (4) Computer costs in connection with research and development, bookkeeping, new business negotiation and the preparation of proposals. These charges shall be made in the same manner as outlined under Direct Non-Salary Costs. Eligible research and development costs will be as defined in subpart 31.205-18 of the Federal Acquisition Regulations.
- (5) Professional Service Cost. This includes costs of professional services rendered by members of a particular profession such as legal and accounting, which are necessary to the proper operation of the business, but whom are not members of the CONSULTANT'S staff.
- (6) Sundry taxes levied by Federal, State and Local agencies exclusive of Federal Income Tax.
- (7) Premiums of all business insurance, other than those included in direct costs to clients.
- (8) Office supplies.



Cook County Government

- (9) Rent, heat, power, light and janitorial services.
- (10) Licenses and dues in technical and professional organizations.
- (11) Maintenance and repair of office equipment.
- (12) Rentals of equipment (see Direct Non-Salary Costs).
- (13) Costs of meetings, conferences and in-house training.
- (14) Library expense, including technical books, magazines, journals and supplies in connection with education and training.
- (15) Cost of duplicating records as required by this AGREEMENT.
- (16) Relocation costs for employees.
- (17) Depreciation.
- (18) Recruiting expense including advertising agency fees and travel and subsistence incidental thereto.
- (19) Life insurance premiums in lieu of additional compensation for key employees and principals, provided the beneficiary is the employee's estate or his relative and is not the CONSULTANT or another key employee or principal of the CONSULTANT.



Cook County Government

**MAXIMUM HOURLY RATES 2013-2016
(PRIME AND SUBCONSULTANTS)**



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

February 13, 2013

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Christopher Burke
BURKE, CHRISTOPHER B. ENG., LTD.
9575 W. Higgins Road
Suite 600
Rosemont, IL 60018

Dear Christopher Burke,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2011. Your firm's total annual transportation fee capacity will be \$63,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 154.51% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Office of Quality Compliance and Review in a pre-award audit.

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

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

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

CHRISTOPHER B. BURKE ENGINEERING, LTD.

2013 SALARY RATES BY CLASSIFICATION

CLASSIFICATION	SALARY RANGE
PRINCIPAL	\$70.00
ENGINEER VI	\$65.00 - \$70.00
ENGINEER V	\$49.00 - \$67.00
ENGINEER IV	\$39.00 - \$57.00
ENGINEER III	\$33.00 - \$46.00
ENGINEER II / II	\$25.00 - \$38.00
SURVEY V	\$65.00 - \$70.00
SURVEY IV	\$50.00 - \$60.00
SURVEY III	\$45.00 - \$50.00
SURVEY II *	\$23.00 - \$39.00
SURVEY I*	\$25.00 - \$30.00
SURVEY INTERN*	\$10.00 - \$20.00
ENVIRONMENTAL RESOURCE SPECIALIST V	\$57.00 - \$62.00
ENVIRONMENTAL RESOURCE SPECIALIST IV	\$42.00 - \$55.00
ENVIRONMENTAL RESOURCE SPECIALIST III	\$31.00 - \$44.00
ENVIRONMENTAL RESOURCE TECHNICIAN*	\$28.00 - \$34.00
LANDSCAPE ARCHITECT	\$43.00 - \$48.00
CAD MANAGER	\$48.00 - \$54.00
ASSISTANT CAD MANAGER	\$40.00 - \$50.00
CAD II*	\$36.00 - \$46.00
CAD I*	\$25.00 - \$35.00
GIS SPECIALIST III	\$35.00 - \$40.00
GIS SPECIALIST I/II*	\$20.00 - \$25.00
ENGINEERING INTERN*	\$10.00 - \$20.00
ENGINEERING TECHNICIAN V	\$60.00 - \$70.00
ENGINEERING TECHNICIAN IV	\$50.00 - \$55.00
ENGINEERING TECHNICIAN III	\$34.00 - \$50.00
ENGINEERING TECHNICIAN I/II *	\$20.00 - \$30.00
ADMINISTRATIVE *	\$20.00 - \$35.00

* ELIGIBLE FOR OVERTIME RATE @ 1.5 X RATE

Christopher B. Burke Engineering, Ltd. Reserves the right to increase these rates after 1/1/14 to reflect any year end changes.

**Christopher B. Burke Engineering, Ltd.
Direct Costs Detail**

Description	Price
Vehicle- Mileage	.565/mile (or current IRS rate)
Vehicle- Daily Rate	\$45/Day
Messenger	\$15-\$25/delivery- At Cost
Federal Express	\$15-\$25/delivery- At Cost
Lodging	Up to State Maximum
Per Diem	Up to State Maximum
Printing and Copying	
8.5 x 11 B/W Impressions	0.09/page
8.5 x 11 Color Paper Stock	0.10/sheet
8.5 x 11 Card Stock	0.12/sheet
8.5 x 11 Sticky Back	1.00/sheet
8.5 x 14 B/W Impression	0.09/sheet
11 x 17 B/W Impression	0.15/page
11 x 17 Card Stock	0.19/sheet
11 x 17 Colored Paper	0.16/sheet
8.5 x 11 Color Laser Copy	.55/per side
11 x 17 Color Laser Copy	.95/per side
8.5 x 11 small format color scan	.15/per side
11 x 17 small format color scan	.15/per side
Scan Setup	.50/sheet
Scan to file	2.00/sheet
Color Scan to pdf	1.40/sq. ft.
Digital Bond Prints/Plots	0.16/sq. ft.
Large Document Vellum Prints	0.40/sq. ft.
Mylar Reproduction	1.75/sq. ft.
Color Inkjet Plots	2.70/sq. ft.
Mylar Prints/Plots	1.75/sq. ft.
Vellum Plots	1.25/sq. ft.
Burn CD	12.00 each
File conversion processing	.75/sq. ft.



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

November 13, 2012

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Jamil Bou-Saab
TERRA ENGINEERING, LTD.
225 W. Ohio Street, 4th Floor
Chicago, IL 60654

Dear Jamil Bou-Saab,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2011. Your firm's total annual transportation fee capacity will be \$16,000,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 153.19% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Office of Quality Compliance and Review in a pre-award audit.

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

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

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

SEFC PREQUALIFICATIONS FOR TERRA ENGINEERING, LTD.

CATEGORY	STATUS
Special Services - Landscape Architecture	X
Highways - Freeways	X
Special Studies - Traffic Studies	X
Structures - Highway: Typical	X
Special Studies - Traffic Signals	X
Hydraulic Reports - Waterways: Typical	X
Structures - Highway: Complex	A
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Services - Surveying	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Studies - Safety	A
Special Services - Sanitary	X
Special Services - Construction Inspection	X
Special Studies - Lighting: Typical	A
Structures - Highway: Simple	X
Special Studies - Location Drainage	X
Structures - Highway: Advanced Typical	X
Geotechnical Services - Structure Geotechnical Reports (SGR)	X
Structures - Railroad	A
Highways - Roads and Streets	X
Special Studies - Feasibility	X
Location Design Studies - Rehabilitation	X

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

SEFC PREQUALIFICATIONS FOR TERRA ENGINEERING, LTD.

CATEGORY	STATUS
Special Services - Landscape Architecture	X
Highways - Freeways	X
Special Studies - Traffic Studies	X
Structures - Highway: Typical	X
Special Studies - Traffic Signals	X
Hydraulic Reports - Waterways: Typical	X
Structures - Highway: Complex	A
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Services - Surveying	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Studies - Safety	A
Special Services - Sanitary	X
Special Services - Construction Inspection	X
Special Studies - Lighting: Typical	A
Structures - Highway: Simple	X
Special Studies - Location Drainage	X
Structures - Highway: Advanced Typical	X
Geotechnical Services - Structure Geotechnical Reports (SGR)	X
Structures - Railroad	A
Highways - Roads and Streets	X
Special Studies - Feasibility	X
Location Design Studies - Rehabilitation	X

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



**TERRA ENGINEERING LTD.
PAYROLL RATES
EFFECTIVE 1/1/2013**

Designation	Last Name	First Name	Classification	Hourly Rates	Weighted Average
P	Steingraber	Karen	President/Principal		
P	Bou-Saab	Jamil	Executive Vice President/Principal		
VP	Ghareeb	George	Vice President		\$70.00
DM	Baumgartner	Tom	Survey Department Manager		\$49.52
DM	Bell	Donald	Structural Department Manager		\$70.00
DM	Arrigoni	Louis	Transportation Department Manager		\$69.13
DM	Kowalewski	Danielle	Site Development Department Manager		\$38.22
SE	Youngquist	Orwin	Structural Engineer		\$54.80
PM	Albers	Dave	Project Manager		
PM	Villanueva	Arvin	Project Manager		
PM	McHugh	Kelly	Project Manager		
PM	Cashman	John	Project Manager		\$38.82
SR	Charleen	Boudreau	Senior Engineer		
SR	Dvorsky	Karen	Senior Engineer		
SR	Hutchinson	Chris	Senior Engineer		
SR	Laster	Curtis	Senior Engineer		
SR	Seneca **	Raymond	Senior Engineer/Geotechnical Engineer		\$44.96
LE	Schmidt	Julie	Lead Engineer		
LE	Ly	Huu	Lead Engineer		
LE	Pilipowicz	Jerry	Lead Engineer		
LE	Bolanowski	Bernard	Lead Engineer		
LE	Erickson	Dustin	Lead Engineer		
LE	Chamberlain	Kyle	Lead Engineer		\$36.38
PR	Abou-Hamad	Elie	Project Engineer		
PR	Abu Hanna	Wisam	Project Engineer		
PR	Carrillo	Alina	Project Engineer		
PR	Ford	Lindsey	Project Engineer		
PR	Gardner III	Judge	Project Engineer		
PR	Park	Jung Soon	Project Engineer		
PR	Schiller	Dan	Project Engineer		
PR	Miehle	Christopher	Project Engineer		
PR	Mayhay	Clarisa	Project Engineer		\$28.20
TS	Bacani	Charles	Technical Specialist		
TS	Grove **	Michael	Technical Specialist		
TS	Hamilton **	Joseph	Technical Specialist		
TS	Harlow **	Kenneth	Technical Specialist		
TS	Hegwood **	Ronald	Technical Specialist		
TS	Webb **	Michael	Technical Specialist		
TS	Santellano	Louis	Technical Specialist		\$22.44
ST	Vivanco*	Armando	Senior Technician	\$30.00	
ST	Santos**	Danilo	Senior Technician	\$32.00	
ST	Fritsch**	Joseph	Senior Technician	\$32.00	
ST	Cumier **	Dan	Senior Technician	\$30.00	\$31.75
PD	Bristow	Abbott	Project Designer		
PD	Jiae	Park	Project Designer		\$23.32
LA	Schmidt	Bill	Sr. Landscape Architect		\$43.75
LD	Lundquist	Tedd	Landscape Architect Designer		
LD	Davis	Brooke	Landscape Architect Designer		\$27.43
GS	Moe	Lynn	GIS Analyst		\$24.04
PL	Presslak	Scott	Planner		\$24.76
CM	Mason	Bob	IT & CADD Manager		
CM	Voigts	Kurt	Assistant CADD Manager		\$25.72
CO	Roberts	Kelly	CADD Operator		
CO	Salazar	Juan	CADD Operator		\$24.16
SU	Martinek	Tim	Surveyor		
SU	Najarro	Ivan	Surveyor		
SU	Miller	Arthur	Surveyor		\$28.00
AM	Lim	Guat Hoon	Administrative Manager		\$32.69
AA	Campbell	Michelle	Administrative Associate		\$20.67
SA	Bartosik	Iwona	Accountant Specialist		\$27.16

Annual salary adjustments (raises) are given Jan 1 of the calendar year are generally 3%

* Reduced benefit employee with no health benefit

** Reduced benefit employee with no health, holiday or sick benefits

**Terra Engineering Ltd.
Direct Costs**

DIRECT COSTS		
Description	Cost	Unit
Vehicle	\$45.00	Day
Copies	\$0.25	Sheet
11"x17" Bond	\$0.65	Sheet
11"x17" Vellum	\$1.30	Sheet
11"x17" Color	\$1.30	Sheet
24"x36" Color	\$6.00	Sheet
36"X48" Color	\$12.00	Sheet
30"X17" Color	\$3.54	Sheet
32"X17" Color	\$3.78	Sheet
66"X36" Color	@ Cost	Sheet
132"X72" Color	@ Cost	Sheet
264"X144" Color	@ Cost	Sheet
Various Sizes	@ Cost	Sq Ft
Film & Processing	@ Cost	Roll
Field Books	\$15.00	Each
Hotel / Lodging	State Max	Night
Mileage	\$0.510	Mile
Messenger	@ Cost	Delivery
Overnight Delivery	@ Cost	Delivery
Per Diem	\$28.00	Day
Premium Time	Direct Time/2	
Tolls	@ Cost	
Testing Equipment	@ Cost	



Illinois Department of Transportation

Office of Quality Compliance & Review
2300 South Dirksen Parkway / Springfield, Illinois 62764

July 10, 2012

Mr. Bader Hafeez
DAMA Consultants, Inc
P.O. Box 7199
Chicago, IL 60680-7199

Dear Mr. Hafeez:

We have reviewed the data submitted by your firm and have drawn the following conclusion:

The provisional overhead rate is 120% for fiscal year ending 12/31/11.

This rate may be used by your firm for billing purposes through 6/30/13. This rate is provisional and may be subject to audit.

Sincerely,

A handwritten signature in cursive script that reads "Gene Gansz".

Gene Gansz
Audit Supervisor

GG:JU:pk

cc:

Bureau of Design & Environment, Consultant Unit
407-24 File
SEFC Database

Hourly Rate Range By Classification

Date: 2/10/2013

Classification	Max. Hourly Rate	Min. Hourly Rate
Project Principal	\$70	\$70
Project Manager	\$60	\$70
Senior Traffic Engineer V	\$50	\$60
Traffic Engineer IV	\$40	\$50
Traffic Engineer III	\$35	\$40
Transportation Planner III	\$33	\$38
Field Technician	\$30	\$35
Cad Tech IV	\$25	\$30
Clerical III	\$20	\$25



Direct Costs For DAMA Consultants, Inc

Date: 2/10/2013

Item	Unit Cost	Unit	Comments
Per Diem			State Rate
Lodging			State Rate
Airfare			
Tolls	\$ 1.95	ea	
Overnight Delivery & Postage Courier Service	\$ 15.00	ea	Delivery at Cost
Messenger	\$ 25.00	ea	Delivery at Cost
CADD	\$ 25.00	per hour	
Copies - 8 1/2 x 11 B&W Impression	\$ 0.10	ea	
Copies - 8 1/2 x 11 Color paper Stock	\$ 0.16	ea	
8 1/2 x 11 Card Stock	\$ 0.20	ea	
8 1/2 x 11 Sticky Back	\$ 1.20	ea	
Copies - 11x 17 B&W	\$ 0.15	ea	
Copies - 11 x 17 Color	\$ 0.32	ea	
Full Size Prints - B&W	\$ 0.81	per 2x3 sheet	
Full Size Prints - Color	\$ 5.40	per 2 x3 sheet	
GPS	\$ 90.00	per day	
Vehicles	\$ 55.00	per day	
Mileage	\$ 0.56	per mile	or current IRS rate
Traffic Counter		per day	
VISSIM Software maintenance	\$1,250	per year	or vendor rate
Synchro Optimization Software	\$1,250	per year	or vendor rate
HCS Software	\$650.00	per year	or vendor rate



Cook County Government

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/31/2013

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg, IL 60173	CONTACT NAME: PHONE (A/C, No, Ext): (847) 797-5700 E-MAIL ADDRESS: ccarlo@assuranceagency.com		FAX (A/C, No): 847-440-9130
	INSURER(S) AFFORDING COVERAGE INSURER A : Starr Surplus Li		NAIC # 13604
INSURED CHRIBBU-01 Christopher B. Burke Engineering, Ltd. 9575 W. Higgins Road Suite 600 Rosemont, IL 60018	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 1684908671** **REVISION NUMBER:**

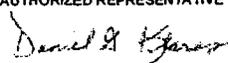
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDC SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		SLPRO262200	6/1/2012	6/1/2013	Each Occurrence \$2,000,000 General Aggregate \$4,000,000

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

Re: Traffic Signal and Electrical Engineering Design for Various Locations - Contract Number 12-88-366 CBBEL #120450 - The limits shown above are for the entire practice policy and are not dedicated to this project.

Proof of Insurance Only

CERTIFICATE HOLDER Cook County Department of Transportation and Highways 69 W. Washington Street 23rd Floor Chicago IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/31/2013

PRODUCER (708) 429-3100 FAX: (708) 429-3105
 Donne Insurance Group, Inc
 7777 W. 159th Street
 Suite B
 Tinley Park IL 60477

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Christopher B. Burke Engineering Ltd.
 9575 W. Higgins Road
 Suite 600
 Rosemont IL 60018

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Prop Cas Ins Co	25674
INSURER B:	Travelers Indemnity Company	25658
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	680-6752L902	10/15/2012	10/15/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Blkt Contract Liab				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	BA-6760L521	10/15/2012	10/15/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC AGG \$
B	EXCESS / UMBRELLA LIABILITY	CUP-2C769665	10/15/2012	10/15/2013	EACH OCCURRENCE \$ 9,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 9,000,000
	<input type="checkbox"/> DEDUCTIBLE				
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB-7639Y370	10/15/2012	10/15/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Traffic Signal and electrical Engineering Design for Various Locations, #120450. Project contract number: 12-88-366. Additional Insured: See Attached. General liability policy includes blanket additional insured status, primary and non-contributory coverage and waiver of subrogation per form CG D3 81 09 07, if required in any contract or agreement. Workers compensation policy includes waiver of subrogation per form WC 00 03 13. Automobile liability policy includes blanket additional insured status and waiver of subrogation.

CERTIFICATE HOLDER

Cook County Department of
 Transportation and Highways
 69 W. Washington Street
 23rd Floor
 Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

W Donne, CPCU, ARM/GA *William A. Donne*

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COMMENTS/REMARKS

Project: Traffic Signal and electrical Engineering Design for Various Locations, #120450.

Project contract number: 12-88-366.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERICAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)-01

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ALL PERSONS OR ORGANIZATIONS THAT ARE PARTIES TO A CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT, PROVIDED YOU EXECUTED THE CONTRACT BEFORE THE LOSS.



Cook County Government

EXHIBIT 4

Board Authorization

BUREAU OF ADMINISTRATION
DEPARTMENT OF TRANSPORTATION AND HIGHWAYS continued

CONTRACTS continued

ITEM #21

APPROVED

Commissioner Gorman voted "present"

Transmitting a Communication from

JOHN YONAN, P.E., Superintendent, Department of Transportation and Highways

Re: Electrical Engineering Design Services

Various Locations Countywide

Section: 13-8TSDS-10-ES

Fiscal Impact: \$300,000.00 from the Motor Fuel Tax Fund (600-585 Account)

requesting authorization for the Chief Procurement Officer to enter into and execute Contract No. 12-88-366 with Christopher Burke Engineering, LTD., Rosemont, Illinois.

Competitive bidding procedures were followed in accordance with the County Procurement Ordinance. Two (2) bidders responded. Christopher Burke Engineering, LTD. was the considered the most responsive and responsible bidder and recommended for award for a there (3) year contract.

Reason: These services as contracted will consist of signal coordination and timing studies; preparation of traffic signal warrant studies and traffic signal design plans including installation, modernization and interconnect plans; conducting closed loop signal system monitoring; preparation of roadway lighting design plans and miscellaneous electrical systems (pump stations and maintenance yards) plans; review of traffic signal and roadway lighting plans; and, assist with County's Electrical and Mechanical Item Maintenance Contract.

This contract will take effect as of the date of its execution by the Board. March 20, 2013 which is set forth in the preamble and will continue for 36 months.

Estimated Fiscal Impact: \$300,000.00. Contract period: March 20, 2013 through March 20, 2016. (600-585 Account).

The Chief Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

* * * * *



Cook County Government

Exhibit 5

Special Conditions and Forms

SECTION 6

SCOPE OF SERVICES FOR DESIGN AND PREPARATION OF CONTRACT PLANS

6.1 GENERAL PURPOSE, REQUIREMENTS AND OBJECTIVES

The CONSULTANT shall provide the DEPARTMENT with plans, specifications and estimates, PS&E, adequate for competitive bids and a contract for the construction of the PROJECT. The CONSULTANT shall provide all services necessary to prepare PS&E unless otherwise indicated in the AGREEMENT, including the services enumerated in Sections 6.2, 6.3 and 6.4 of these STANDARD PROVISIONS.

6.2 BASIC DATA

The CONSULTANT shall gather, evaluate and coordinate existing information and data necessary to prepare detailed construction contract plans and shall:

6.20 REVIEW LOCATION DATA AND MEET WITH THE DEPARTMENT

Review the data and findings generated in the scope of work. Meet with the DEPARTMENT and agree on procedures to use in updating the data and preparing PS&E.

6.21 SURVEYING

Make all route surveys necessary to establish the alignment and prepare plan and profile sheets for the PROJECT at the scale required by Section 8-015 of the Design Manual, unless otherwise instructed by the Chief Engineer of Design.

6.22 SURVEYING ACCURACY

Comply with the requirements for accuracy and closure on established horizontal and vertical monuments as follows:

- a. The CONSULTANT shall tie the centerline to existing section or quarter section lines. If the roadway alignment does not reasonably follow a section quarter section line, the centerline of right-of-way should be referenced. All intersecting section or quarter sections must be referenced.
 - (1) Where conventional ground survey methods are to be used, third order procedures closures will be adequate.
- b. State Plane Coordinate Values shall be established for all P.I.'S, P.C.'S, P.T.'S, property line crossings (including land monuments used in establishing the lines), grade separations, bridges and other significant features unless otherwise directed by the DEPARTMENT.
- c. All basic level lines shall be closed between monumented bench marks and third order closure (before adjustment) shall be obtained.

- d. In all cases where it is not feasible to close horizontal or vertical surveys between existing monuments, it will be necessary to prove the accuracy of the survey by closing the CONSULTANT'S own traverse.
- e. The CONSULTANT shall comply with an Act to provide for the perpetuation of land survey monuments.
- f. All existing right-of-way is to be referenced on the plans in relation to the section line, quarter section line or centerline of right-of-way.

6.23 PLAN DEVELOPMENT CRITERIA

Prepare proposed plan development criteria and obtain the DEPARTMENT'S written approval, including:

- a. Hydraulic Data and Report. Furnish information specified on the DEPARTMENT'S hydraulic data sheets for all structures requiring in excess of 300 square feet of waterway opening. For those structure being designed by the CONSULTANT which have such openings, the CONSULTANT will also furnish hydrological and hydraulic analyses and a complete Hydraulic Report.
- b. Structure Report and TS&L plans. Furnish Structure Reports for all structures in the PROJECT, and at the same time, furnish TS&L plans for all structures designed by the CONSULTANT. The TS&L plans shall show essential topography, structure plan, profiles, clearances, elevations, typical sections and include preliminary estimates of construction cost. TS&L plans for railroad-highway separations shall be expedited to give the DEPARTMENT lead time in obtaining railroad approvals and agreements, and shall include preliminary plans for any railroad detours. The Structure Report shall include any required field surveys to verify existing conditions.
- c. Boring Plan and Staking. Prepare a boring location plan and field stake for soils surveys and structure borings.
- d. Borings, Analysis and Soils Report. Make, or arrange to have made, borings, these and/or analyses, inspection of borings, a formal Soils Report and a representative plan and profile of subsurface conditions throughout the PROJECT.
- e. Pavement Type Study - Prepare Pavement Selection Analyses.
- f. Waterway Permit Drawings. Prepare drawings necessary to obtain permits for water crossings from the United States Coast Guard, the Army Corps of Engineers, the Division of Waterways of the DEPARTMENT and other agencies having jurisdiction.

6.3

PRELIMINARY DESIGN AND PLANS

Upon receipt of written approval of the proposed criteria and procedures, the CONSULTANT shall prepare preliminary plans which will ultimately be refined as final contract plans for the PROJECT as follows:

6.30 PRELIMINARY ROADWAY PLANS

Prepare and submit for approval preliminary roadway plans covering the following:

- a. Horizontal and vertical alignment for all roadways, frontage roads (including service drives if CONSULTANT'S study shows them to be preferable to paying right-of-way severance costs) and interchange ramps. Intersection design data shall be shown on these drawings in the form required by the DEPARTMENT. Size and location of structures shall also be shown.
- b. Typical sections for main roadways, service roads, intersection roads and ramps showing pavement, median shoulders and side slopes.
- c. Drainage, including location and size of culverts, drainage areas, runoff computations, storm sewers, cross drains and subdrainage, inlets, manholes and utility structures - including utility poles, above ground enclosure boxes and vaults.
- d. Relocation of streams, roadways and railroads.
- e. Traffic operation and control devices.
- f. Preliminary right-of-way for the PROJECT. The preliminary plans must show the project limits, centerline, proposed right-of-way lines (including access control limits if any), existing roads, streets, utilities, railroads, other special users, right-of-way lines, property lines and buildings.
- g. Cross section in sufficient number to illustrate typical conditions, drainage design and areas with close tolerances. Cross sections shall be adequate for preliminary estimates of earthwork.
- h. Access control lines if PROJECT includes a freeway.
- i. Improvement of any railroad grade crossings included in the PROJECT.
- j. Detour reports as needed.

6.31 STRUCTURE PLANS

Prepare structure plans for all structures designed by the CONSULTANT and submit them to the DEPARTMENT for review.

6.32 UTILITY ADJUSTMENT

Obtain the location and description of utility facilities from the companies owning and operating the facilities. Plot this utility information on the plans - including all underground lines and above ground facilities. Assist the DEPARTMENT in the negotiations with utility companies and authorities when requested.. The DEPARTMENT and CONSULTANT will cooperatively arrange for design of utility adjustments with the company or authority.

6.33 FIELD AND OFFICE PLAN CHECK

Preliminary plans shall be subject to a joint plan-in-hand field inspection by engineering representatives of the CONSULTANT, DEPARTMENT and FHWA. As a result of this or prior inspections, any necessary adjustments or modifications of the plans, not substantially affecting the scope, complexity or character of the work or corrections to the plans shall be considered a normal part of the engineering services. Before such inspection, the CONSULTANT shall complete the surveys and staking to the point necessary to delineate the proposed construction site.

6.4 FINAL CONTRACT PLANS

6.40 CONTRACT PLANS AND SCALE

Contract plans shall be as required by Design Manual Section 8-015 unless otherwise instructed by the Chief Engineer of Design. Plans shall show all necessary information in adequate detail to permit construction stakeout and to indicate and delineate all details necessary for the construction of the complete facility.

6.41 PLAN DETAIL SHEETS

Prepare detailed plans, including profile and cross section sheets, at an appropriate scale for all design features requiring additional detailed design information, such as: the geometrics of interchanges and intersections; local and service road treatment; CONSULTANT-designed major and all minor structures; drainage and utility facilities; contoured interchange plans showing proposed grading; and details covering appropriate appurtenances and other special features. Structural steel shop drawings, formwork and falsework drawings are not part of the CONSULTANT'S design requirements. Information shown on the contract plans shall be in sufficient detail for fabrication and erection of structures.

6.42 STRUCTURE PLANS BY DEPARTMENT

If the DEPARTMENT furnishes any structures plans under the terms of the AGREEMENT, the following shall apply:

- a. The DEPARTMENT will make analyses of foundation borings for these structures and will prepare the TS&L plans, detailed structure plans, special provisions for the specifications and final cost estimates. Earthwork quantities necessary to construct structure cones will be calculated by the CONSULTANT.

- b. The CONSULTANT shall assemble the detailed structure plans, special provisions for specifications and cost estimates for structures prepared by the DEPARTMENT with cover sheets, summary-of-quantities sheets and other necessary drawings, pertinent detailed road plans, special provisions for the specifications and cost estimates prepared by the CONSULTANT for contract bids.

6.43 CONSTRUCTION SECTIONS AND PLAN REQUIREMENTS

The complete PS&E shall be assembled into Construction Sections as directed by the DEPARTMENT. The plans shall be prepared in accordance with the policies of the DEPARTMENT.

6.45 SPECIAL PROVISIONS TO SPECIFICATIONS

Prepare technical specifications, special provisions and other construction contract documents as required to supplement available standard specifications and contract provisions.

6.46 CONSTRUCTION COST ESTIMATES

Prepare a Construction Cost Estimate for each construction contract, based upon the approved contract drawings. The tabulation shall consist of items and quantities and costs on standard estimate forms. A total cost must be tabulated.

6.47 CONSTRUCTION SCHEDULE

An estimate of working days and construction schedule must be submitted.

SECTION 7

SPECIFICATIONS FOR WORK REQUIRED CONSULTANT PROPOSALS FOR CONTRACT PLANS

Provide completed contract plans, documents and engineer's estimate cost to reflect the latest standard and specifications for the captioned project.

These SPECIFICATIONS shall accompany CONSULTANT'S proposal. The Letter of Agreement shall also contain the time schedule for Articles 1 and 8.

Article 1 Upon approval by COUNTY of the preliminary plans and within the time interval scheduled as shown in the Letter of Agreement following date of notice from COUNTY to CONSULTANT to proceed with their preparation, CONSULTANT shall prepare and submit to COUNTY:

- a. Detailed pre-final plans, assembled and bound in seven (7) sets, special details at appropriate scales, and drawings sufficiently detailed. Cover sheets will be sealed with CONSULTANT'S Professional Engineer's/Structural Engineer's seal, and all seals will be accompanied by the holder's signature and date of signature and note of certification as required by IDOT.

CONSULTANT understands that the term "Pre-Final" in this context means that the plans have not received final approval prior to contract.

- b. With the Pre-final plans the Special Provisions and Proposal Documents (7 sets) accompanied by supplemental specifications to the Standard Specifications for Road and Bridge Construction (supplied by the COUNTY) and including Schedule of Prices, showing quantities (Form DCS955 supplied by COUNTY) sheets.

In the event a pay item is not covered by Special Provision or Supplemental Specification, an additional Special Provision shall be prepared by the CONSULTANT.

- c. One estimate of cost, obtained by inserting unit prices extensions and totals on a copy of Form DCS955 Schedule of Prices list. This estimate is to be treated as confidential and submitted in a separate sealed envelope to COUNTY'S superintendent of Highways. Its confidentiality is material to this agreement.
- d. One critical path analysis of the work to be done under the contract. The critical path analysis should contain a project completion date. This date should be based on a construction start date as determined by the Cook County Highway

Department. The anticipated construction start date may change throughout the course of this contract which may require the preparation of revised critical path analysis as required by the COUNTY. An estimate of working days for each task or pay item per IDOT procedures must accompany the critical path analysis.

- e. Two non-fading dry-process copies of any project computations, marked "Pre-Final." The calculations are statements of CONSULTANT'S design assumptions and procedure. They must be clear, neat, and legible; the items calculated are to be labeled, the design assumptions and formulas are to be shown and the measurement units are to appear after each quantity to minimize checking them; the calculations are to be organized and the pages numbered.
- f. All plans should be prepared using the current version of Bentley Microstation⁷. The current CADD Roadway Drafting procedures as published by IDOT must be used. Cook County Highway Department standards or details, if available in Microstation⁷ format, will be supplied to the CONSULTANT, upon request.

Article 2 CONSULTANT will participate in conferences to resolve any conflicts posed by responses from governmental units and other involved organizations as to the pre-final plans and special provisions.

Article 3 CONSULTANT will make any changes required by COUNTY to the foregoing submittal that are within the scope of the work and will thereafter submit Final Plans and of the proposal documents.

Article 4 Upon resolution of any conflicts mentioned in Article 2 above and/or receipt of notice from COUNTY that the document elements are suitable for finalization, CONSULTANT shall submit to COUNTY in addition to the items specified in Article 1b, the following:

- a. Final design plans including Special Provisions and Proposal Document (7 sets) accompanied by any supplemental specifications to the Standard Specifications for Road and Bridge Construction (supplied by the COUNTY) and including Schedule of Prices, showing quantities (Form DCS955 supplied by COUNTY) sheets.
- b. The original final plan drawings on permanent mylar. (CONSULTANT is advised to retain a permanent reproducible set as a record of this submittal). In addition, all plan detail or standard sheets prepare in Bentley Microstation⁷ format should be provided on 3.5" disk.
- c. Originals of Proposal Document and Special Provisions prepared for Project.
- d. One confidential revised estimate of costs.

- e. One legible set of any revised calculations.

Article 5 All submittals shall include:

- a. Project Name and Limits
- b. Section Number

Consultant is responsible for procuring reproducible copies of all IDOT and Municipal standards required for inclusion in the final plans.

SECTION 8

THE COUNTY OF COOK DEPARTMENT OF HIGHWAYS

STANDARD PROVISIONS TO ACCOMPANY CONSULTANT PROPOSALS - GENERAL TERMS

All of the following apply:

1. CONSULTANT will not employ any person or persons currently employed by COUNTY for any work required by the terms of the agreement without the written permission of the Superintendent of Highways.
2. CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure the agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of making of the agreement. For breach or violation of this warranty COUNTY shall have the right to annul the agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
3. CONSULTANT covenants that he/she has no public or private interest, and shall not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of his services under this agreement.
4. CONSULTANT will show, on each bill or statement submitted, the Section Number and other job identification appearing on the first page of the formal documentation comprising the agreement for this work, and accompany each such bill or statement with an Invoice, COUNTY Form 29-A, executed in the manner directed by COUNTY.
5. CONSULTANT shall make available to COUNTY during his/her work such documents-in-process, upon request, for review and discussion purposes, without restriction or limitation as to their use.
6. CONSULTANT will comply with the requirements of Title 49, Code of Federal Regulations if the project is Federally financed with the Equal Employment Opportunity Statutes of the State of Illinois otherwise, and with implementing rules and regulations in either case, with the objective of ending employment and advancement discrimination against persons or account of sex, national origin, race, color, ancestry or religion. In event of CONSULTANT noncompliance with any provision of the applicable set of statutes and regulations,

CONSULTANT may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by Statute or regulation. Accordingly, CONSULTANT shall, as a minimum

- a. Examine all job classifications to determine if minority persons or women are underutilized, and take appropriate affirmative action to rectify any such underutilization.
- b. If additional employees are hired to perform work hereunder, determine availability in accordance with the appropriate rules and regulations, of minorities and women in the area(s) from which they may reasonably recruit, and hire for each job classification in such a way that minorities and women are not underutilized.
- c. State, in solicitations or advertisements for employees placed by CONSULTANT for him/her or in his/her behalf, that all applicants will be afforded equal opportunity for employment regardless of sex, national origin, or ancestry, physical or mental handicap unrelated to ability, or unfavorable discharge from military service.
- d. Send to each labor organization or representative of workers with which CONSULTANT has or is bound by a collective bargaining, or other agreements, a notice advising such labor organization or representative of CONSULTANT'S obligations under the applicable rules and regulations; if any such labor organization or representative fails or refuses to cooperate with CONSULTANT in his/her efforts to comply with such rules and regulations, to promptly notify COUNTY and Illinois Fair Employment Practices Commission, or, for Federally-financed improvements, the Federal Highway Administration, and to recruit from other sources if and when necessary to fulfill CONSULTANT'S obligation thereunder.
- e. Provide all information and reports required by the applicable regulations, or orders and instructions issued pursuant thereto, and permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by COUNTY to be pertinent to ascertain compliance with such regulations, orders and instruction. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to COUNTY, and shall set forth what efforts he/she has made to obtain this information.
- f. Include these additional required contract provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the appropriate regulations or orders, or instructions issued pursuant thereto; take such action with respect to any subcontract, procurement or lease as COUNTY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided,

however, that if CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor, lessor or supplier as a result of such directed action, CONSULTANT may request COUNTY to enter into such litigation to protect COUNTY'S interest, and in addition, CONSULTANT may request State of Illinois and the United States to enter into such litigation to protect their respective interests.

7. CONSULTANT will recognize and accept that, concerning the work proposed, COUNTY shall
 - a. Have the right to direct CONSULTANT to cease work as of a time set forth in writing, and pay CONSULTANT the amount of their proportionate charges for work completed and accepted up to the time CONSULTANT is notified of such cessation, said amount as set forth in CONSULTANT'S statement for such completed work and on the accompanying Invoice, Form 29-A.
 - b. In event COUNTY requires, in writing, changes (excluding corrections or remedying of disapproved work) in any part of ENGINEER'S work hereunder, pay CONSULTANT for any additional (only) work involved therein, such on the basis of one of the following most applicable, with the provisions concerning submission of statements and invoice affidavits, elsewhere herein, applying:
 1. Unit fees or prices, if such is the compensation basis.
 2. A supplementary proposal which is accepted and formalized as a supplemental agreement. (In event a change in scope of the work is required this provision will apply).
 - c. Reserve the right to cancel this agreement without liability in event CONSULTANT
 1. Fails or refuses to deliver any documentation of insurance coverage as directed elsewhere in this agreement. If any insurance called for herein is canceled before completion of CONSULTANT'S services, COUNTY shall reserve the right to order the cessation of the work until CONSULTANT obtains the required insurance in the amounts stated herein, or, alternatively, COUNTY will obtain the coverages required and deduct the premium costs from the money due CONSULTANT.
 2. Commits a breach or violation of his warrant, elsewhere herein, concerning his securing of this agreement.
 - d. Have its Superintendent of Highways make the final binding interpretation of this agreement in event of dispute covering any part of CONSULTANT'S work or his compensation under it.
 - e. Make such examinations of the work in process as it may deem necessary.

- f. Have ownership of the original documentary materials which organize and incorporate the results of CONSULTANT'S work hereunder, without restriction or limitation as to their use by COUNTY, with CONSULTANT to retain a complete copy of the submittal(s) bearing the date(s) of submittal of the original materials to COUNTY.
8. The CONSULTANT shall obtain the following minimum amounts of insurance from insurance companies authorized to do business in the State of Illinois:
 - a. Workmen's Compensation Insurance in accordance with the laws of the State of Illinois.
 - b. Public Liability Insurance in an amount not less than \$100,000 for bodily injuries, including those resulting in death, to any one person, and in total amount not less than \$300,000 on account of any one occurrence.
 - c. Property Damage Insurance in an amount not less than \$50,000 for damages on account of any one occurrence, with an aggregate limit of \$100,000 during the policy period.
 - d. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes or other similar data relating to the work covered by the agreement, in the event of their loss or destruction, until such time as the work has been delivered to COUNTY.
 - e. Architects and Engineers Professional Liability Insurance (complete copy of policy).
9. Such insurance shall be maintained in full force and effect for a minimum period of two years after completion of improvement, and shall protect the COUNTY and the CONSULTANT, its employees, agents and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or wrongful acts or failures to act by the CONSULTANT, its employees, agents and representatives in the performance of the Work.
10. The CONSULTANT shall also indemnify and save harmless the COUNTY from any claims against, or liabilities incurred by, the CONSULTANT of any type or nature to any person, firm or corporation arising from the CONSULTANT'S wrongful or negligent performance of the Work. The CONSULTANT shall be deemed to have informed any subconsultant engaged for part of the work hereunder that any provision in the CONSULTANT-subconsultant contract which might be interpreted as assigning liability to the COUNTY, explicitly or implicitly, for any wrongful or negligent act of the CONSULTANT or subconsultant shall be null and void as to such assignment.

11. Certificates showing that the CONSULTANT is carrying the above-described insurance in the specified amounts shall be furnished to the COUNTY before it is obligated to make payment to the CONSULTANT for work performed under the provisions of the AGREEMENT. The certificates shall provide that the policies shall not be changed or canceled until 30 days advance notice to the COUNTY has elapsed.



SECTION 9

Cook County Highway Department

Sample Invoice

Date _____ Invoice No. _____

To Frank J. Williams, Design Bureau Chief From _____, Consultant

(Address) 69 W. Washington Street Suite 2100 Chicago, IL 60602

(Address)

County/Highway Limits Section No. For professional services performed as set forth in the Agreement dated and Supplemental Agreement(s) dated

CONSULTANT'S Job Identification

COST PLUS FIXED FEE FOR PROFIT

- (1) Invoice for Period Ending
(2) Maximum Payable
(3) Direct Salaries to Date per Attached Tabulation, subject to additives on line 4
(4) Payroll Burden and Overhead
(5) Other Direct Salaries per Attached Tabulation
(6) Profit (Fixed Fee
(7) SUBTOTAL
(8) Less Amount Retained
(9) SUBTOTAL
(10) Direct Costs of Services by Others
(11) Direct Costs, Travel and In-Plant
(12) Total Amount Earned to Date
(13) Less Total Amounts Previously Invoiced
(14) PAYMENT DUE THIS INVOICE

I certify that the percent of work shown as completed on this invoice is correct.

Approved _____ Date _____ Consultant _____ Design Bureau Engineer

By _____

Title _____

contracts/invoice

TIME SHEET

State of Illinois

County Of Cook

Route _____

Section _____

Job No. _____

Firm Name _____

AFFIDAVIT

The undersigned, having completed the professional services required by its Agreement, dated _____, 19__, with the County of Cook and any subsequent agreed modifications thereto, on the above Route and Section(s), being duly sworn on oath, says that all sums of money due to his employees, subcontractors or suppliers for any labor, material (including freight and demurrage charges), apparatus, fixtures, or equipment used in performing such services, and all damages, direct or indirect, suffered or claimed on account of such services, have been paid except for the _____ from whom the attached consent(s) to such final payment have been obtained.

By _____

Subscribed and sworn to before me this _____ day of _____, 19__.

(SEAL)

My commission expires _____

contracts/affidavit.county