PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO: 13-30-12623

for

PROFESSIONAL QUALITY CONTROL/QUALITY ASSURANCE CONSTRUCTION ENGINEERING SERVICES

BETWEEN

COOK COUNTY GOVERNMENT
Department of Transportation and Highways

AND

TRANSYSTEMS CORPORATION
(Based on City of Chicago Contract No. 22593)

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

AGREEMENT.....1
BACKGROUND.....1
Incorporation of Exhibits.....3

Signature Pages
Economic Disclosure Statement (Including MBE/WBE participation plan)

List of Exhibits

Exhibit 1 County Statement of Work
Exhibit 2 County Price Proposal
Exhibit 3 City of Chicago Contract (Contract No. 22593)
Exhibit 4 General Conditions
Exhibit 5 Evidence of Insurance
Exhibit 6 Cook County Board Authorization

Contract #13-30-12623

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and TranSystems Corporation, 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 19th day of June, 2013, (the "Effective Date") as evidenced by the Board Authorization letter attached hereto as EXHIBIT "6".

BACKGROUND

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

Whereas, the City of Chicago solicited a formal Request for Proposal process for Professional Quality Control/Quality Assurance Construction Engineering Services and the Consultant was identified as the qualified and lowest cost provider for the goods and services; and

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

Whereas, this contract is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Transystems Corporation, herein after the "Consultant".

Whereas, the County, through the Department of Transportation and Highways, desires certain similar services of the Consultant; and

Whereas, the Consultant agrees to provide to the County Professional Quality Control/Quality Assurance Construction Engineering Services, incorporated as Exhibit 1, County Statement of Work; and

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

Whereas, this Contract shall be effective after proper execution of the contract documents by the

County through March 1, 2016; and

Whereas, Payment shall be as follows:

In no case shall such charges exceed the amount of **$550,000.00**. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Consultant to the Using Department when requesting payment. The County shall have the right to examine the books of the Consultant for the purpose of auditing the same with reference to all charges made to the County.

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

Whereas, the County and the Consultant agree to the Terms and Conditions as stated in the City Contract, hereto incorporated reference as Exhibit 3 City of Chicago Contract (Contract No.22593), all as may be applicable to the County; and

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

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

INCORPORATION OF BACKGROUND INFORMATION

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

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

Exhibit 1	County Statement of Work
Exhibit 2	County Price Proposal
Exhibit 3	City of Chicago Contract (Contract No. 22593)
Exhibit 4	General Conditions
Exhibit 5	Evidence of Insurance
Exhibit 6	Cook County Board Authorization

EXHIBIT 1

County Statement of Work

County Statement of Work

TranSystems Corporation to provide Quality Control/Quality Assurance Construction Engineering Services to the Cook County Department of Transportation and Highways' Bureau of Construction (as provided in City of Chicago Contract No. 22593 Scope of Services incorporated herein) relevant to (1) QC/QA Program Manager, (2) Testing Laboratories and Testing Equipment, and (3) Required Services. Consultant(s) under this contract will report to the Bureau's Supervisors and/or County IT, and be under authority of the Construction Bureau Chief. Consultant(s) under this contract will function as an extension of and supplement to the Bureau of Construction, working directly with the Supervisors and/or County IT and communicating with project managers.

In no case shall such charges of this Contract exceed the amount of $550,000.00.

EXHIBIT 2

County Price Proposal

County Price Proposal

TranSystems Corporation to provide Quality Control/Quality Assurance Construction Engineering Services to the Cook County Department of Transportation and Highways' Bureau of Construction.

In no case shall such charges of this Contract exceed the amount of $550,000.00.

Quality Control/Quality Assurance Construction Engineering Services are to be performed as set forth in Exhibit 1 County Statement of Work, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City of Chicago Contract No. 22593.

EXHIBIT 3

City of Chicago Contract (Contract No. 22593)

Contract Summary Sheet

Contract (PO) Number: 22593

Specification Number: 80020

Name of Contractor: TRANSYSTEMS CORPORATION

City Department: CHICAGO DEPARTMENT OF TRANSPORTATION

Title of Contract: Professional Quality Control/Quality Assurance Construction Engineering Services

Term of Contract: Start Date: 3/1/2011

End Date: 3/1/2016

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
$9,286,109.21

Brief Description of Work: Professional Quality Control/Quality Assurance Construction Engineering Services

Procurement Services Contract Area: ARCH/ENGINEERING

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

Vendor Number: 1053756
Submission Date:
3.11.11

SCAN COPY

Specification No. 80020
Contract No.22593
Requisition No. 46584
Vendor No. 1053756

PROFESSIONAL SERVICES AGREEMENT

STANDARD TERMS AND CONDITIONS

FOR

PROFESSIONAL QUALITY CONTROL/QUALITY ASSURANCE CONSTRUCTION ENGINEERING SERVICES

BETWEEN

TRANSYSTEMS CORPORATION

AND

THE CITY OF CHICAGO
DEPARTMENT OF TRANSPORTATION

RICHARD M. DALEY
MAYOR

(FHWA Funds)

Revised July 14, 2010 Project Specific

PROFESSIONAL SERVICES AGREEMENT
STANDARD TERMS AND CONDITIONS

TABLE OF CONTENTS

PAGE

ARTICLE 1. DEFINITIONS 1
1.1 Definitions 1
1.2 Interpretation 1
1.3 Order of Precedence of Component Parts 2

ARTICLE 2. DUTIES AND RESPONSIBILITIES OF CONSULTANT 3
2.1 Scope of Services 3
2.2 Deliverables 3
2.3 Standard of Performance 3
2.4 Personnel 4
2.5 Indemnification 4
2.6 Ownership of Documents 6
2.7 Federal and City Interests in Patents 7
2.8 Federal and City Interests in Copyright Ownership 8
2.9 Visual Artists Rights Act Waiver 8
2.10 Records and Audits 10
(a) **Records** 10
(b) **Audits** 10
2.11 Confidentiality 10
2.12 Assignments and Subcontracts 12
13

ARTICLE 3. TIME LIMITS FOR PERFORMANCE 14
3.1 Schedule for Performance 14
3.2 Timeliness of Performance 14

ARTICLE 4. COMPENSATION 14
4.1 Basis of Payment 14
4.2 Method of Payment 14
4.4 Criteria for Payment 15
4.5 Funding 18
4.6 Non-Appropriation 18
18

ARTICLE 5. DISPUTES 19

ARTICLE 6. COMPLIANCE WITH ALL LAWS 20
6.1 Compliance with All Laws Generally 20

6.2 Nondiscrimination 20
6.3 Compliance with the Americans with Disabilities Act and Other Laws Concerning Accessibility 22
6.4 Subcontractors with Disabilities 23
6.5 Inspector General 23
6.6 Business Relationships with Elected Officials 23
6.7 Prohibition on Certain Contributions - Mayoral Executive Order No. 05-1 24
6.8 Chicago "Living Wage" Ordinance 26

ARTICLE 7. SPECIAL CONDITIONS 27
7.1 Warranties and Representations 27
Ethics 30
7.3 Joint and Several Liability 30
7.4 Business Documents 31
7.5 Conflicts of Interest 31
7.6 Non-Liability of Public Officials 32

ARTICLE 8. SPECIAL CONDITIONS FOR FHWA AND FTA AGREEMENTS 32
8.1 Interest of Members of or Delegates to the United States Congress 32
8.2 False or Fraudulent Statements and Claims 32
8.3 Environmental Laws and Regulations 33
8.4 Anti-Lobbying and Debarment 35
8.5 No Exclusionary or Discriminatory Specifications 35
8.6 Preference for Recycled Products 35
8.7 Cargo Preference-Use of United States Flag Vessels 35
8.8 Buy America 35
8.9 Fly America 36
8.10 No Federal Government Obligations to Third Parties 36
8.11 Contract Work Hours and Safety Standards Act 36

ARTICLE 9. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET 37
9.1 Events of Default Defined 37
9.2 Remedies 38
9.3 Early Termination 39
Suspension 40
9.5 Right to Offset 41

ARTICLE 10. GENERAL CONDITIONS 43
10.1 Entire Agreement 43
1. General 43
2. No Collateral Agreements 43
3. No Omissions 43

10.2 Counterparts 44
10.3 Amendments 44
10.4 Governing Law and Jurisdiction 44
10.5 Severability 44
10.6 Assigns 45
10.7 Cooperation 45
10.8 Waiver 45
10.9 Independent Contractor 45
10.10 Electronic Ordering and Invoices 46

ARTICLE 11. NOTICES 46

ARTICLE 12. AUTHORITY 47

ARTICLE 13. DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT 47

List of Exhibits

Exhibit 1 - Scope of Services

Attachment A - Key Personnel
Attachment B - Schedule of Performance
Attachment C - Project Insurance Requirements
Attachment D - State of Illinois Drug Free Workplace Certification

Exhibit 2 - Compensation

Attachment A - Maximum Hourly Rates
Attachment B - City of Chicago Travel Reimbursement Guidelines
Attachment C - Consultant and Subconsultant Overhead Absorption Rates

Exhibit 3 - DBE Commitments

Schedules C-1
Schedules D-1

Exhibit 4 - Online Economic Disclosure Certificate
Disclosure of Retained Parties contained in online EDS Affidavit

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into as of the _____day of_____, **2011** by and between **TranSystems Corporation**, a Missouri Corporation (**"Consultant"**), located at 1051 Perimeter Drive, Suite 1025, Schaumburg, IL 60173, and the City of Chicago (**"City"**), a municipal corporation and home rule unit of local government existing under the laws of the State of Illinois, acting through its Department of Transportation (**"Department"**).

The City and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

1.1 Definitions

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

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

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

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

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

"FHWA" means the Federal Highway Administration.

"FTA" means the Federal Transit Administration

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

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

1.2 Interpretation

(a) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

(b) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

(c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

(e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

(f) All references to a number of days mean calendar days, unless indicated otherwise.

1.3 Order of Precedence of Component Parts

In the event of any conflict or inconsistency between the terms set forth in Article 1 through Article 13 of this Agreement and the terms set forth in Exhibit 1 through Exhibit 4, including the Attachments to the Exhibits, the terms and provisions contained in Article

1 through 13 of this Agreement will take precedence over the terms and provisions contained in Exhibit 1 through Exhibit 4 except to the extent such terms and provisions are more favorable to the City.

Article 1 through 13 govern the legal relationship between the parties and Exhibit 1 and Exhibit 2 describe the Services Consultant is to perform under this Agreement, set forth the Key Personnel, set forth the time limits for Consultant's performance, set forth the insurance requirements for the project, and set forth the compensation schedule for Consultant. As a result, the City and Consultant agree that any terms or matters set forth in either Exhibit 1 or Exhibit 2, including the Attachments to the Exhibits, that do not exclusively pertain to defining the Services Consultant is to perform, the Key Personnel, the time limits for Consultant's performance, the insurance requirements, and the compensation schedule for Consultant are of no effect as to this Agreement and, regardless of whether or not the City approves such terms or matters, are not binding on the City, except to the extent that they would diminish the City's obligations under this Agreement or increase Consultant's obligations or liabilities under this Agreement.

ARTICLE 2. DUTIES AND RESPONSIBILITIES OF CONSULTANT

2.1 Scope of Services

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

2.2 Deliverables

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

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

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

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

2.3 Standard of Performance

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

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

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

2.4 Personnel

(a) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an

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

(b) **Key Personnel**

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

(c) **Salaries and Wages**

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

2.5 Indemnification

(a) Consultant must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

(i) injury, death or damage of or to any person or property;

(ii) any infringement or violation of any property right (including any patent, trademark or copyright);

(iii) Consultant's failure to perform or cause to be performed Consultant's covenants and obligations as and when required under this Agreement, including Consultant's failure to perform its obligations to any Subcontractor;

(iv) the City's exercise of its rights and remedies under Section 9.2 of this Agreement; and

(v) injuries to or death of any employee of Consultant or any Subcontractor under any workers compensation statute.

(b) "**Losses**" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Consultant's breach of this Agreement or to Consultant's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees.

(c) Consultant's obligations to indemnify, keep, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses excludes that portion of Losses caused by any act, error or omission on the part of the particular City officer(s), representative(s), elected and appointed official(s), agent(s) or employee(s) seeking indemnification under this Section 2.5 if Consultant's indemnification would violate the provisions of the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 *et seq.*

(d) At the City Corporation Counsel's option, Consultant, subject to Section 2.5(c) above, must defend all suits brought upon all such Losses and must pay all costs

and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

(e) To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

(f) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Consultant's performance of Services beyond the term. Consultant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by Consultant's duties under this Agreement, including the insurance requirements in Exhibit 1 of this Agreement.

2.6 Ownership of Documents

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

2.7 Federal and City Interests in Patents

(a) If any invention, improvement or discovery of Consultant or its Subcontractors is conceived or first actually reduced to practice during performance of or under this Agreement, and that invention, improvement or discovery is patentable under the laws of the United States of America or any foreign country,

Consultant must notify the City immediately and provide the City with a detailed report regarding such invention, improvement or discovery.

(b) If the City or the federal government determines that patent protection for the invention, improvement or discovery should be sought, Consultant agrees to seek patent protection for the invention, improvement or discovery and to fully cooperate with the City and the federal government throughout the patent process. Consultant must transfer to the City, at no cost, the patent in any invention, improvement or discovery developed under this Agreement and any patent rights to which Consultant purchases ownership with funds provided to it under this Agreement. If, however, the federal government determines that a patent which is either developed or purchased by Consultant serves a federal government purpose, Consultant must transfer the patent to the federal government, at no cost.

2.8 Federal and City Interests in Copyright Ownership

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

(b) To the extent that any Deliverable does not qualify as a "work made for hire," Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Consultant warrants to the City, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign

them. Consultant further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants that the Deliverables are complete, entire and comprehensive within the standard of performance under Section 2.3 of this Agreement and that the Deliverables constitute a work of original authorship.

(c) Notwithstanding the terms of subsections (a) and (b) above, the federal government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

(i) The copyright in any Deliverable or work developed under this Agreement; and

(ii) Any rights of copyright to which Consultant or it Subcontractors purchase ownership with funds provided to it under this Agreement.

(d) The City will not reuse the Deliverables to build other projects, without the written consent of Consultant.

(e) Without limiting any of its obligations under Section 2.8 of this Agreement, Consultant must, upon request by the federal government, indemnify, save and hold harmless the federal government and its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any Deliverables furnished under this Agreement. Consultant is not required to indemnify the federal government for any such liability arising out of the wrongful acts of employees or agents of the federal government.

2.9 Visual Artists Rights Act Waiver

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

2.10 Records and Audits

(a) Records

(i) Consultant must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, to the City promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. In the event of the failure by Consultant to make such delivery upon demand, then and in that event, Consultant must pay to the City any damages the City may sustain by reason of Consultant's failure.

(ii) Consultant must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Consultant must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 11.

(b) Audits

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

(ii) To the extent that Consultant conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Consultant must maintain and make similarly available to the City detailed records supporting Consultant's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) Consultant must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

(v) The City may in its sole discretion audit the records of Consultant or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Consultant or any of its Subcontractors has overcharged the City in the audited period, the City will notify Consultant. Consultant must then promptly reimburse the City for any amounts the City has paid Consultant due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Consultant must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Consultant must reimburse the City for the full cost of the audit and of each subsequent audit.

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

2.11 Confidentiality

(a) All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Consultant under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Consultant must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Consultant by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Consultant must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement.

(b) Consultant must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

(c) If Consultant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Consultant's possession by reason of this Agreement, Consultant must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Consultant, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

2.12 Assignments and Subcontracts

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

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

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

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

Under the Municipal Code of Chicago, ch. 2-92, Section 2-92-245, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under this Agreement. Any such payment has the same effect as if the City had paid Consultant that amount directly. Such payment by the City to Consultant's Subcontractor under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

ARTICLE 3. TIME LIMITS FOR PERFORMANCE

3.1 Schedule for Performance

This Agreement takes effect as of the date of its execution by the City ("**Effective Date**"). Consultant must complete the Services as required by the schedule in Exhibit 1.

3.2 Timeliness of Performance

(a) Consultant must perform the Services as expeditiously as is consistent with professional skill and care and must provide the Services and Deliverables within the schedule required under Exhibit 1 of this Agreement.

(b) Neither Consultant nor Consultant's agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

ARTICLE 4. COMPENSATION

4.1 Basis of Payment

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

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

4.2 Method of Payment

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

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

4.3 Prompt Payment

(a) Timely Progress Payments; Return of Subcontractor Retainage

(i) Consultant must remit payment to its Subcontractors listed on a pay request to the City within 5 business days after receiving payment on the pay request from the City. Consultant must require its Subcontractors for the Services to pay their lower tier Subcontractors within 5 business days after receiving payment from Consultant, and Consultant must state these requirements in all subcontracts and purchase orders. The obligation to make prompt payment to Subcontractors is a continuing condition of Consultant's participation in the Services that are part of this Agreement, and of its Subcontractors.

(ii) Subject to the provisions of Section 4.3(b), below, Consultant must return retainage, if any, to each Subcontractor within 14 days after the Subcontractor's services have been completed or the materials delivered to the City (or off-site, if this Agreement permits payment for off-site delivery), regardless of whether the Services are finished and whether Consultant has received payment from the City for the retainage withheld.

(iii) For prompt payment, the term "Subcontractor" is intended to include suppliers. For purposes of calculating the date by which payment to Subcontractors must be made, payment is considered received 6 days after the check date. To the extent feasible, to facilitate the flow of information to Subcontractors, the City will post at the Project Manager office and maintain at the Records and Estimates Section of the

Department and at the Resident Engineer's office a list of Consultant's payment requests, including the Subcontractors identified in them, submitted to the City Comptroller for payment and the date of payments made to Consultant by the City.

(iv) If Consultant fails to incorporate these provisions in all subcontracts and purchase orders, the provisions of this Section 4.3 are deemed to be incorporated in all subcontracts and purchase orders.

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

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

(ii) If, despite Consultant's due diligence with respect to the performance of a Subcontractor for which a pay request is submitted, new information is received, after submitting the pay request to the City, that discloses that the Subcontractor's services or materials were not in accordance with the requirements of the Agreement, or that the Subcontractor has committed fraud or is otherwise not entitled to the payment sought, Consultant may delay or postpone payment to the Subcontractor, but only if all of the following conditions are met:

A. The Subcontractor's non-complying services or materials are those that are the subject of the particular pay request; and

B. Consultant is acting in good faith and not in retaliation for a Subcontractor's exercising legal or contractual rights.

(iii) When a Subcontractor has completed its services, if Consultant determines that a Subcontractor's services or materials were not in accordance with the requirements of the Agreement, or the Subcontractor has committed fraud or is otherwise not entitled to the payment sought,

Consultant may delay or postpone timely return to the Subcontractor, but only if all of the following conditions are met:

A. Consultant has substantial grounds for and has acted reasonably in its determination; and

B. Consultant is acting in good faith and not in retaliation for a Subcontractor's exercising legal or contractual rights.

(c) **Special Remedies for Non-Compliance with Prompt Payment**

(i) If Consultant does not pay any Subcontractor listed on a pay request or returned a Subcontractor's retainage within the time limits required under this Section 4.3 and Consultant has not met the applicable notification and consent requirements above, Consultant must pay the Subcontractor an additional 2% of the unpaid portion of any such payment each month, prorated per diem for any partial month, that Consultant fails or refuses to pay the Subcontractor, and Consultant's terms with its Subcontractors must provide for this additional payment to be made.

(ii) These provisions do not confer any rights in Subcontractors against the City. Nothing in this Section 4.3 is to be construed to limit the rights of and remedies available to the City, including but not limited to various rights under Section 9.2

(iii) If Consultant is found not to be making timely payments to its Subcontractors on a continuous basis, the City may consider this to be an event of default under the terms of this Agreement.

4.4 Criteria for Payment

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

In the event of a dispute between Consultant and the City as to whether any particular charge will be paid, or as to whether the amount of such charge is reasonable, allocable to the Services, or allowable, Consultant must, and the Department may, jointly or individually, refer such dispute to the Chief Procurement Officer for resolution in accordance with the Disputes section of this Agreement. The City will not withhold

payment for undisputed sums on such invoice while a dispute is being resolved. All invoice disputes will be handled as described in Section B.3 of Exhibit 2.

4.5 Funding

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

4.6 Non-Appropriation

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

4.7 Subcontractor Payments

(a) Contractor must submit a status report of Subcontractor payments monthly for the duration of the contract on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf. The form must be received by the tenth (10th) day of each month. The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

(i) Total amount invoiced by the Contractor for the prior month;

(ii) The name of each particular Subcontractor or supplier utilized during the prior month;

(iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this contract;

(iv) The vendor/supplier number of each Subcontractor or supplier;

(v) Total amount invoiced that is to be paid to each Subcontractor or supplier.

(b) If a Subcontractor has satisfactorily completed its Work, or provided specified materials in accordance with the requirements of the Contract, Contractor shall pay Subcontractor for such work or materials within 14 days of Contractor receiving payment from the City.

ARTICLE 5. DISPUTES

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

ARTICLE 6. COMPLIANCE WITH ALL LAWS

6.1 Compliance with All Laws Generally

(a) Consultant must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 6, and Consultant must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Consultant must require all Subcontractors to do so, also. Consultant must have filed, within 1 year prior to the Effective Date, an executed Economic Disclosure Statement and Affidavit (**"Disclosure Affidavit"**) with the Chief Procurement Officer and must execute a No Changes Affidavit and a Disclosure of Retained Parties in the forms incorporated into this Agreement as Exhibit 4. Notwithstanding acceptance by the City of the Disclosure Affidavit, failure of the Disclosure Affidavit to include all information required under the Municipal Code renders this Agreement voidable at the option of the City.

(b) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

6.2 Nondiscrimination

(a) Consultant

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

(i) Federal Requirements

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

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

(ii) State Requirements

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with,

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

(iii) City Requirements

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

The Contractor understands and will abide by the terms of Chapter 2-55 of the Municipal Code of Chicago.

The Contractor will comply with Section 2-154-020 of the Municipal Code of Chicago.

Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Contract.

(b) **Subcontractors**

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

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

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

6.4 Subcontractors with Disabilities

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

6.5 Inspector General

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

6.6 Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

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

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

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

this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

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

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

For purposes of this provision:

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

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

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

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

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

(B) neither party is married; and

(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(E) two of the following four conditions exist for the partners:

1. The partners have been residing together for at least 12 months.
2. The partners have common or joint ownership of a residence.
3. The partners have at least two of the following arrangements:
   a. joint ownership of a motor vehicle;
   b. a joint credit account;
   c. a joint checking account;
   d. a lease for a residence identifying both domestic partners as tenants.
4. Each partner identifies the other partner as a primary beneficiary in a will.

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

6.8 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Consultant has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Consultant and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Consultant must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Consultant's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2010, the Base Wage became $11.03, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Consultant and all other Performing Parties must pay the prevailing wage rates.

(d) Consultant must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Consultant agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Consultant or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Consultant and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Consultant is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply.

6.7 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be

amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

ARTICLE 7. SPECIAL CONDITIONS

7.1 Warranties and Representations

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

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

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

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

(d) warrants that Consultant is not in default at the time this Agreement is signed, and has not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City of Chicago, and has obtained warranties from its Subcontractors substantially similar in form and substance;

(e) In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;

11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Contract, at law or in equity. This section does not limit the Contractor's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Contract.

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

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

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

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

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

(h) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and

(i) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 8.1 and 8.3 of this Agreement.

7.2 Ethics

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

(i) no officer, agent or employee of the City is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under the Municipal Code of Chicago (Chapter 2-156).

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

(b) Consultant further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

7.3 Joint and Several Liability

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

7.4 Business Documents

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

7.5 Conflicts of Interest

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

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

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

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

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

7.6 Non-Liability of Public Officials

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

ARTICLE 8. SPECIAL CONDITIONS FOR FHWA AND FTA AGREEMENTS

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

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

8.2 False or Fraudulent Statements and Claims

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

(b) Consultant also acknowledges that if it makes a false, fictitious or fraudulent claim, statement, submission or certification to the City or the Government in

connection with an urbanized area formula project financed with federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on Consultant the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Government considers appropriate.

8.3 Environmental Laws and Regulations

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

1. Environmental Protection

Consultant must comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No.12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; United States Department of Transportation statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and United States Department of Transportation regulations, "Environmental Impact and Related Procedures," 23 C.F .R. Part 771 and 49 C.F .R. Part 622.

2. **Air Quality**

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

3. **Clean Water**

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

4. **List of Violating Facilities**

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

5. **Energy Policy and Conservation Act**

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

8.4 Anti-Lobbying and Debarment

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

8.5 No Exclusionary or Discriminatory Specifications

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

8.6 Preference for Recycled Products

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

8.7 Cargo Preference-Use of United States Flag Vessels

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

8.8 Buy America

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

8.9 Fly America

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

8.10 No Federal Government Obligations to Third Parties

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

8.11 Contract Work Hours and Safety Standards Act

Consultant must comply, and must cause its Subcontractors to comply, with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 *et seq.*, to the extent applicable. In accordance with the Contract Work Hours and Safety Standards Act, Consultant agrees that, if applicable, the wages of every laborer and mechanic employed by Consultant or its Subcontractors during the performance of this Agreement will be computed on the basis of a standard work week of 40 hours, and that each laborer and mechanic will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in a work week. Consultant acknowledges that determinations pertaining to these requirements will be made in accordance with applicable U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

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

9.1 Events of Default Defined

The following constitute events of default:

1. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the City.

2. Consultant's material failure to perform any of its obligations under this Agreement including the following:

   a. Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

   b. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

   c. Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

   d. Discontinuance of the Services for reasons within Consultant's reasonable control; and

   e. Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

3. Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

4. Consultant's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

5. Failure to comply with Section 6.1 in the performance of the Agreement.

6. Consultant's repeated or continued violations of City ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for City laws and regulations.

9.2 Remedies

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

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

1. The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the City would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Consultant under this Section 9.2;

2. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;

3. The right of specific performance, an injunction or any other appropriate equitable remedy;

4. The right to money damages;

5. The right to withhold all or any part of Consultant's compensation under this Agreement;

6. The right to deem Consultant non-responsible in future contracts to be awarded by the City.

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

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

9.3 Early Termination

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Consultant. The City will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

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

agreed on, the dispute must be settled in accordance with Article 5 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

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

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

9.4 Suspension

The City may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Exhibit 2 of this Agreement.

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

9.5 Right to Offset

1. In connection with performance under this Agreement:

   The City may offset any excess costs incurred:

   a. if the City terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

b. if the City exercises any of its remedies under Section 9.2 of this Agreement; or

c. if the City has any credits due or has made any overpayments under this Agreement.

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

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

(i) In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City under this Agreement or permitted at law or in equity, the City is entitled to set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Consultant to the City. For purposes of this Section 9.5 "**outstanding parking violation complaint**" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "**Debt**" means a specified sum of money owed to the City for which the period granted for payment has expired.

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

A. Consultant has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to the City and Consultant is in compliance with the agreement; or

B. Consultant is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

C. Consultant has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

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

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

ARTICLE 10. GENERAL CONDITIONS

10.1 Entire Agreement

1. General

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

2. No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the

performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

3. No Omissions

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

10.2 Counterparts

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

10.3 Amendments

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

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

10.4 Governing Law and Jurisdiction

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

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

10.5 Severability

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

10.6 Assigns

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

10.7 Cooperation

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

period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

10.8 Waiver

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

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

10.9 Independent Contractor

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

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

1. The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with Consultant performing the Services required under this Agreement.

2. Consultant is not entitled to membership in the City of Chicago Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City of Chicago.

3. The City of Chicago is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Consultant.

B. Shakman

(i) Consultant may be subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord")and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) No City employee may direct an individual to apply for a position with Consultant, either as an employee or as a subcontractor. Nor may any City employee direct Consultant to hire an individual as an employee or as a subcontractor. Consultant must follow its own hiring and contracting procedures, without being influenced by City employees. The temporary medical workers provided by Consultant under this Agreement are employees or subcontractor of Consultant, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the temporary medical workers/professionals provided by Consultant and the City.

(iii) Consultant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any temporary medical worker provided under this Agreement or offer employment as a temporary medical worker under this Agreement based upon or because of any political reason or factor, including, without limitation, any individual''s political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual''s political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office

(iv) In the event of any communication to Consultant y a City employee or City official in violation of Section 10.9(B)(ii) above, or advocating a violation of Section 10.9(B)(iii) above, Consultant will, as soon as is reasonably practicable,

report such communication to the **Hiring Oversight Section** of the City's Office of the Inspector General, and also to the head of the relevant City department utilizing services provided under this Agreement.

10.10 Electronic Ordering and Invoices

The vendor shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Vendor shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Vendor shall provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the vendor. Vendor shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the vendor in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the vendor, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

ARTICLE 11. NOTICES

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

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

and

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

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

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

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12. AUTHORITY

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

ARTICLE 13. DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT

1. **Nondiscrimination.** Consultant or its Subcontractors must not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. Consultant

must carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate. Consultant must include the provision set forth in this paragraph in all of its subcontracts.

2. **DBE Financial Institutions.** Consultant is encouraged to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals. Use of such institutions may be considered by the City as evidence of Consultant's willingness to do business with DBEs. Information about such institutions is available in the City of Chicago's DBE Program document, which is available on-line at www.ci.chi.il.us/Procurement Services; a hard copy of the DBE Program document is available at the City of Chicago, Department of Procurement Services, City Hall, 121 N. LaSalle Street, Room 403, Chicago, IL 60602.

3. In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the requirements of 49 C.F.R., Part 26, the Disadvantaged Business Enterprise Commitment requirements of the City of Chicago Municipal Code, Ch-2-92, Section 2-92-420 et seq. (1990), except to the extent waived by the Chief Procurement Officer, Consultant must comply with the "Special Conditions Regarding Disadvantaged Business Enterprise Commitment," set forth in Exhibit 3, and incorporated by reference here. Subconsultant's completed C-1 and Consultant's completed D-1 evidencing compliance are included in Exhibit 3 and will become binding upon Consultant upon acceptance by the Chief Procurement Officer. Consultant must utilize Disadvantaged Business Enterprise at the greater of the amounts listed in the aforementioned Schedule C-1 and D-1 or the amounts determined by applying the percentages listed there to all payments received from the City under this Agreement.

[Signature Page to follow]

Signature Page

SIGNED at Chicago, Illinois:

CITY OF CHICAGO

By: Richard M. Daley
Mayor

1/4/11

Comptroller

Chief Procurement Officer

1511

Recommended By:

Commissioner

TRANSYSTEMS CORPORATION

By: R J Morsch

Its: Executive Vice President
(President or Authorized Officer)

State of Illinois

County of Cook

This instrument was acknowledged before me on November 17, 2010 (date) by Richard J. Morsches (name/s of person/s) as Executive Vice President (type of authority, e.g., officer, trustee, etc.) of TranSystems Corporation (name of party on behalf of whom instrument was executed)

Jean A. Molitor
(Signature of Notary Public)

"OFFICIAL SEAL"
JEAN A. MOLITOR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/2/2012

Specification No. 80020
QC/QA Construction Engineering Services

ACKNOWLEDGMENT

Contractor, TranSystems acknowledges that the following provisions are incorporated into the Contract as if fully set forth in the body of the Contract:

The Contractor and Subcontractor understand and will abide by the terms of Chapter 2-55 of the Municipal Code of Chicago.

The Contractor understands and will abide by the terms of Section 2-154-020 of the Municipal Code of Chicago.

Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be a default for which no cure is available and grounds for termination of this Contract.

I Have Authority to Execute this Acknowledgment on Behalf of Contractor and Do So:

Contractor: TranSystems

By: _____
Signature of Authorized Officer*

Name: Richard J. Morsches, P.E.
Title: Executive Vice President
Date: 9-10-10

*Note: In the event that this Acknowledgment is signed by other than the President of the Contractor, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign this Acknowledgment for the Contractor.

State of Illinois
County of Cook

This instrument was acknowledged before me on this 10th day of September, 2010, by Richard J. Morsches as President (or other authorized officer) of TranSystems Corp. (Corporation Name).

_____
Notary Public Signature

Commission Expires: 4/8/2014 (Seal)

OFFICIAL SEAL
JUDITH R MONCADA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/08/14

AFFIDAVIT

Richard J. Morsches, a(n) Vice President (the "Affiant"), hereby certifies and declares as follows:

1. Neither the Affiant nor any Controlling Person (as defined below) of the Affiant has ever been convicted or in custody, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony of any kind, or of a criminal offense of whatever degree, involving;

(a) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the City of Chicago (the "City") or of any Sister Agency (as defined below); or

(b) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the City or any Sister Agency; or

(c) conspiring to engage in any of the acts set forth in items (a) or (b) of this Section 1.

2. Neither the Affiant nor any Controlling Person of the Affiant has made in any civil or criminal proceeding an admission of guilt of any of the conduct set forth in items (a) through (c), inclusive, of Section 1 above, under circumstances where such admission of guilt is a matter of record but has not resulted in criminal prosecution for such conduct.

3. Neither the Affiant nor any Controlling Person of the Affiant is charged with or indicted for any felony or criminal offense set forth in items (a) through (c), inclusive, of Section 1 above. Such ineligibility shall remain in effect until final adjudication is made with respect to such felony or criminal offense.

As used herein, "Controlling Person" shall mean any person who (1) is an officer, director, limited liability company manager, managing member, partner, general partner or limited partner of any business entity; or (2) owns, directly or indirectly through one or more intermediate ownership entities, more than 7.5% of the ownership interest in any business entity; or (3) controls, directly or indirectly through one or more intermediate ownership entities, the day-to-day management of any business entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under this section, using substantially the same management, ownership or principals as the ineligible entity.

As used herein, "Sister Agency" shall mean (1) the Board of Education of the City of Chicago; (2) Chicago Park District; (3) Chicago Transit Authority; (4) Community College District No. 508, Cook County, Illinois; (5) Chicago Housing Authority; or (6) the Public Building Commission of Chicago.

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of the Affiant, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate and complete as of the date hereof.

Richard J. Morsches
(Print or type name of Affiant)

By:
(Sign here)

Richard J. Morsches
(Print or type name of person signing)

Executive Vice President
(Print or type title of person signing)

Signed and sworn to before me on (date) November 17, 2010, at Cook County, Illinois (State).

Notary Public.

Commission expires: 3/2/2012.

"OFFICIAL SEAL"
JEAN A. MOLITOR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/2/2012

TranSystems

2400 Pershing Road
Suite 400
Kansas City, MO 64108
Tel 816 329 8700
Fax 816 329 8701

www.transystems.com

June 20, 2006

To Whom It May Concern:

Article IX, Section 15 of the Bylaws of TranSystems Corporation makes reference to our Officers election and responsibilities. The Section 15, Authority to Bind Corporation, states that all agreements and contracts pertinent to Corporation business shall be signed by an officer of the Corporation. Consequently, Mr. Richard J. Morsches, Vice President of TranSystems Corporation has the authority to enter into contract agreements with his signature as determined by the Board of Directors.

Trusting that this meets your requirements, if you have any additional questions, please call me at (816) 329-8700.

Sincerely,
TranSystems Corporation

Angela Murphy
Corporate Secretary

Corporate Seal

Section 8.2 Waiver of Notice. Whenever any notice whatever is required to be given under the provisions of the statutes or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX
OFFICERS

Section 9.1

(a) Elected Officers. The following officers of the Corporation shall be chosen or appointed by election by the Board of Directors, and shall be deemed elected officers: a President, and a Secretary; also, if the Board desires, a Chairperson of the Board, a Chief Executive Officer, a Chief Operating Officer, any Divisional Presidents, and a Treasurer/Chief Financial Officer (hereinafter the "Elected Officers" or "Elected Officer"). Any two (2) or more of such offices may be held by the same person, except the President may not also serve as Secretary.

An Elected Officer shall be deemed qualified when he or she enters upon the duties of the office to which he or she has been elected and furnishes any bond required by the Board; but the Board may also require of such person his or her written acceptance and promise faithfully to discharge the duties of such office.

All officers and agents of the Corporation, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the property and affairs of the Corporation as may be provided in the Bylaws, or, in the absence of such provision, as may be determined by resolution of the Board of Directors or by the determination of the President.

(b) Election of Elected Officers. The Board of Directors annually, at its first meeting after each annual meeting of the shareholders, shall elect the Elected Officers.

(c) Term of Office. Each Elected Officer of the Corporation shall hold his or her office for the term for which he or she was elected, until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal.

(d) Appointment of Officers and Agents; Terms of Office. The Board delegates to the President the ability and power, from time to time, to appoint, remove and discharge such other officers and agents for the Corporation as he/she shall deem necessary or advisable. All appointed officers and agents shall hold their respective positions at the pleasure of the President or for such terms as the President may specify, and they shall exercise such powers and perform such duties as shall be determined from time to time by the President, or by another Elected Officer empowered by the President to make such determinations. Said appointed officers may include, but shall not be limited to, Project Managers, Team Leaders, Office Managers, Senior Vice President, Regional Vice Presidents, Client Managers, Vice Presidents of Project Operations,

Controller, Vice Presidents, and Assistant Vice Presidents. In addition, the President may delegate to others the powers set forth in this Section 9.1(d) at his discretion.

Section 9.2 Removal. Any Elected Officer, appointed officer or agent, by vote of a majority of a quorum of the Board of Directors, may be removed or discharged by the Board whenever in its judgment the best interests of the Corporation would be served thereby but such removal shall be without prejudice to the contract rights, if any, of the person so removed. However, nothing in this Section 9.2 shall obviate, amend, or take precedence over the ability of properly empowered officers of the Corporation to terminate such Elected Officer pursuant to the provisions contained in an employment agreement between the particular Elected Officer and the Corporation, or the ability of the President, or another Elected Officer empowered by the President pursuant to the provisions of Section 9.2, to remove or discharge any officers appointed by the President.

Section 9.3 Salaries and Compensation. Salaries and compensation of all Elected Officers of the Corporation shall be fixed, increased or decreased by the Board of Directors. Salaries and compensation of all other appointed officers and agents, and employees of the Corporation, shall be fixed, increased or decreased by the Chairperson of the Board, the President or by such other officer or officers as may be empowered by the Board of Directors to do so.

Section 9.4 Delegation of Authority to Hire, Discharge, Etc. The Board from time to time may delegate to the Chairperson of the Board, the President or other officer or employee of the Corporation authority to hire, discharge, fix and modify the duties, salary or other compensation of employees of the Corporation, including, but not limited to, the Elected Officers, under their jurisdiction, and the Board may delegate to such officer or employee similar authority with respect to obtaining and retaining for the Corporation the services of attorneys, accountants and other experts.

Employees with the designation of Principal and employees serving as Directors and Advisory Directors may only be discharged by a majority vote of a quorum of the Board of Directors at a special meeting called specifically for that purpose.

Section 9.5 Chairperson of the Board. Except as otherwise provided for herein, the Chairperson of the Board, or in his or her absence, the Chief Executive Officer, or in his or her absence, the President, shall preside at all meetings of the shareholders and Directors. The Chairperson of the Board shall also be an ex officio member of all standing committees.

Section 9.6 Chief Executive Officer. The Chief Executive Officer shall, subject to the supervision of the Board of Directors, have responsibility for the general and active management of the business of the Corporation and shall carry into effect all policy directions and resolutions of the Board. The Chief Executive Officer shall sign all papers and documents to which such officer's signature may be necessary or appropriate and shall have such other powers and duties as usually devolve upon the chief executive officer of a corporation, and such further powers and duties as may, from time to time, be prescribed for him by the Board of Directors. In addition, unless the Board of Directors selects a separate President, the Chief Executive Officer shall also be the President.

Section 9.7 President. The President shall, subject to the supervision of the Board of Directors and Chief Executive Officer, have responsibility for the general and active management of the business of the Corporation and shall carry into effect all policy directions and resolutions.

The President may execute all bonds, notes, debentures, mortgages, and other contracts requiring a seal, under the seal of the Corporation and may cause the seal to be affixed thereto, and all other instruments for and in the name of the Corporation.

The President, when authorized to do so by the Board of Directors and Chief Executive Officer, may execute powers of attorney from, for and in the name of the Corporation, to such proper person or persons as he or she may deem fit, in order that thereby the business of the Corporation may be furthered or action taken as may be deemed by him or her necessary or advisable in furtherance of the interests of the Corporation.

The President, when authorized by the Board of Directors and Chief Executive Officer to do so, may attend meetings of shareholders of other Corporations, to represent this Corporation thereat and to vote or take action with respect to the shares of any such Corporation owned by this Corporation in such manner as he or she shall deem to be for the interest of the Corporation or as may be directed by the Board.

Subject to the supervision of the Board of Directors and Chief Executive Officer, the President may appoint the officers described in Section 9.1(d) above and determine duties and responsibilities of those officers as set forth in said section. All appointed officers may be terminated or removed at the discretion of the President. The ability and authority to appoint certain officers granted to the President hereunder may be delegated by the President to other officers of his choice.

The President shall have such general executive powers and duties of supervision and management to manage the Corporation's business transactions. The President shall have such other or further duties and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board of Directors.

Section 9.8 Chief Operating Officer. In the event the Board of Directors selects separate persons to act as the Chief Executive Officer and President of the Corporation, and unless the Board selects separate persons to act as President and Chief Operating Officer, the President will also be the Chief Operating Officer of the Corporation. The Chief Operating Officer shall have general management of the operations of the Corporation, subject to the direction and control of the Chief Executive Officer, the President and, in turn, the Board of Directors. The Chief Operating Officer shall sign all papers and documents to which such officer's signature may be necessary or appropriate in connection with the operations of the Corporation, make reports to the Board of Directors and have such further powers and duties as may, from time to time, be prescribed by the Board of Directors, the Chief Executive Officer, or the President.

Section 9.9 Divisional Presidents. The Board of Directors shall create such Divisions within the Corporation as it, in its discretion, desires. For each such Division, the Board may

designate a Divisional President who shall have responsibility for the general and active management of the business of the Division of the Corporation and shall carry into effect all policy directions and resolutions with respect to that Division. Each Divisional President shall be an individual who has attained the designation of Principal with the Corporation.

Each Divisional President, when authorized to do so by the Board, may execute bonds, notes, debentures, mortgages, other contracts, and powers of attorney from, for and in the name of the Corporation, to such proper person or persons as he or she may deem fit, in order that the business of the Division of the Corporation may be furthered or action taken as may be deemed by him or her necessary or advisable in furtherance of the interests of the Division of the Corporation.

Section 9.10 Senior Vice-Presidents. The Senior Vice-Presidents shall only be made up of individuals who have attained the designation of Principal with the Corporation. The Senior Vice-Presidents shall perform the duties and exercise the powers as designated to them by the Chief Executive Officer, President or Chief Operating Officer of the Corporation, as applicable, or to the extent required by the Board of Directors, any Divisional President, and in the absence of the Chief Executive Officer, President, Chief Operating Officer and any applicable Divisional Presidents, by the Board of Directors of the Corporation, from time to time.

Section 9.11 Vice-Presidents and Assistant Vice-Presidents. The Vice-Presidents, in order of their seniority (as determined by the Board of Directors on the basis of criteria to be established by the Board), shall, in the absence, disability or inability of the Chairperson of the Board, the Chief Executive Officer, President, Chief Operating Officer, and all Divisional Presidents to act, perform the duties and exercise the powers of the Chief Executive Officer, President, Chief Operating Officer, and all Divisional Presidents, and shall perform such other duties as the Board of Directors shall from time to time prescribe. The Assistant Vice-Presidents shall assist the Vice-Presidents in the performance of their duties and shall perform such other duties as the Board of Directors shall from time to time prescribe. The Board of Directors shall have the ability to appoint any number of Vice-Presidents that may be in charge of principal business units, divisions or functions (such as, but not limited to, sales, administration or finance), or may perform policy-making functions. In lieu thereof, the Board of Directors may elect to enter into contractual arrangements with subsidiaries of Corporation to utilize executive officers of those subsidiaries to satisfy those functions and undertake those responsibilities.

Section 9.12 The Secretary and Assistant Secretaries. The Secretary shall attend all sessions of the Board and all meetings of the shareholders, and shall record or cause to be recorded all votes taken and the minutes of all proceedings in a minute book of the Corporation to be kept for that purpose. The Secretary shall perform like duties for the executive and other standing committees when requested by the Board or such committee to do so.

The Secretary shall have the principal responsibility to give or cause to be given notice of all meetings of the shareholders and of the Board of Directors but this shall not lessen the authority of others to give such notice as is authorized elsewhere in these Bylaws.

The Secretary shall see that all books, records, lists and information or duplicates required to be maintained at a registered office or some office of the Corporation in Missouri, or elsewhere are so maintained.

The Secretary shall keep in safe custody, the seal of the Corporation and, when duly authorized to do so, shall affix the same to any instrument requiring it, and when so affixed the Secretary shall attest the same by his or her signature.

The Secretary shall perform such other duties and have such other authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board of Directors or the President, under whose direct supervision the Secretary shall be.

The Secretary shall have the general duties, powers and responsibilities of a Secretary of a Corporation.

The Assistant Secretaries, in order of their seniority (as determined by the Board of Directors on the basis of criteria established by the Board), in the absence, disability or inability to act of the Secretary, shall have the power to attest to documents on behalf of the Corporation, and shall perform such other duties as the Board may from time to time prescribe.

Section 9.13 The Treasurer/Chief Financial Officer and Assistant Treasurer. The Treasurer/Chief Financial Officer shall have responsibility for the safekeeping of the funds and securities of the Corporation, and shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Corporation. The Treasurer/Chief Financial Officer shall keep, or cause to be kept, all other books of account and accounting records of the Corporation, and shall deposit or cause to be deposited all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

The Treasurer/Chief Financial Officer shall disburse, or permit to be disbursed the funds of the Corporation as may be ordered, or authorized generally, by the Board, and shall render to the Chief Executive Officer, President, or Chief Operating Officer of the Corporation and the Directors, whenever they may require it, an account of all his or her transactions as Treasurer/Chief Financial Officer and of those under his or her jurisdiction, and of the financial condition of the Corporation.

The Treasurer/Chief Financial Officer shall perform such other duties and shall have such other responsibility and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board of Directors.

The Treasurer/Chief Financial Officer shall have the general duties, powers and responsibility of a Treasurer of a Corporation, and shall be the chief financial and accounting officer of the Corporation.

If required by the Board, the Treasurer/Chief Financial Officer shall give the Corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his or her office, and for the restoration to the Corporation, in the case of his or her death, resignation, retirement or removal from office, of all books, papers,

vouchers, money and other property of whatever kind in his or her possession or under his or her control which belong to the Corporation.

The Assistant Treasurers, in order of their seniority (as determined by the Board of Directors on the basis of criteria established by the Board) shall, in the absence, disability or inability to act of the Treasurer/Chief Financial Officer, perform the duties and exercise the powers of the Treasurer/Chief Financial Officer, and shall perform such other duties as the Board of Directors shall from time to time prescribe.

Section 9.14 Duties of Officers May be Delegated. If any officer of the Corporation be absent or unable to act, or for any other reason which the Board may deem sufficient, the Board may delegate, for the time being, some or all of the functions, duties, powers and responsibilities of any officer to any other officer, or to any other agent or employee of the Corporation or other responsible person, provided a majority of the full Board concurs therein.

Section 9.15 Authority to Bind Corporation. All agreements and contracts pertinent to Corporation business shall be signed by an officer of the Corporation.

ARTICLE X
CERTIFICATES FOR SHARES

Section 10.1 Form. The shares of the Common Voting Stock and Common Non-Voting Stock of the Corporation shall be uncertificated shares. All shares issued shall be appropriately listed in a stock register, maintained by the Corporation, which shall specifically delineate the number of shares and record owner of such shares. The record ownership, as maintained by the Corporation in the stock register, shall be deemed conclusive evidence of the number of shares owned by each shareholder of the Corporation. However, any shares of Common Voting Stock and Common Non-Voting Stock of the Corporation already represented by certificates shall remain in full force in effect, unless and until such certificate is tendered to the Corporation for transfer or cancellation. In such event, the shares reissued to the purchaser, or to the Corporation as treasury shares, shall thereafter be uncertificated shares. In the event a holder of stock already represented by a certificate or a holder of uncertified shares makes a request to the Board of Directors of the Corporation for the issuance of a stock certificate, representing that shareholder's stock ownership, the Corporation shall thereupon issue a certificate in the form as may be determined by the Board of Directors, signed manually or by facsimile or otherwise, by the Chief Executive Officer, President, Chief Operating Officer, or Vice President and the Secretary or an Assistant Secretary of the Corporation, and such certificate may be sealed with the seal of the Corporation or a facsimile thereof, engraved or printed. Any certificates so issued shall be consecutively numbered.

Section 10.2 Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer at the date of its issue.

EXHIBIT 1

Scope of Services

Attachment A - Key Personnel
Attachment B - Schedule of Performance
Attachment C - Project Insurance Requirements
Attachment D - State of Illinois Drug Free Workplace Certification

SCOPE OF SERVICES
PROFESSIONAL QUALITY CONTROL/QUALITY ASSURANCE
CONSTRUCTION ENGINEERING SERVICES

CDOT seeks Professional Services for a Quality Control/ Quality Assurance Construction Engineer ("QC/QA CE") ("Services") for the management of CDOT's entire Quality Control /Quality Assurance Program ("QC/QA" Program). CDOT currently assists the Water Management Department with this function and such services are included also within the scope of this Contract. The project requires Disadvantaged Business Enterprise ("DBE") participation and will be administered by CDOT's Office of the Commissioner.

The scope of these services will require the Construction Engineering Firm to be responsible for Quality Control /Quality Assurance ("QC/QA") for concrete (cast-in-place, pre-cast, pre-stress), asphalt, aggregate, soil, steel as well as miscellaneous materials as required by the specifications on all CDOT and Water Management construction projects. This will include construction performed by both private contractors and City forces.

The QC/QA Construction Engineering Firm must itself or through sub-consultants perform all functions of the QC/QA Program. The QC/QA Construction Engineering firm is responsible for the supervision, coordination, inspection and documentation (all in accordance with CDOT, Illinois Department of Transportation ("IDOT") and / or other recognized standards) of construction materials used on City projects.

The QC/QA CE will be responsible for providing documentation that the required amount of testing documentation, as defined in the IDOT Project Procedures Guide, and/or SSRBC and/or SSRSP, has been obtained by the City.

QC/QA Program Manager

The responding firm must designate a Program Manager who will direct all aspects of the QC/QA Program. The Program Manager must be an Illinois Licensed Professional Engineer and must be IDOT QC/QA Certified through Level II in both Hot Mix Asphalt and Portland Cement Concrete. The Program Manager will be responsible for managing the entire QC/QA Program including but not limited to project managers, materials engineers, inspectors, technicians, and laboratories.

Testing Laboratories and Testing Equipment

Testing laboratories and equipment performing services under the contract awarded pursuant to this Agreement must be approved by IDOT and accredited by the American Association of State Highway and Transportation Officials ("AASHTO") Accreditation Program for the respective work being performed.

Required Services

1. **QC/QA General Requirements**
   - Develop standard QC/QA performance plans, as specified in IDOT's "Quality Assurance/Quality Control Guidelines for Work by Consulting Engineers" and as applicable for (1) Bid construction projects; and (2) In-house construction projects for the Department of Transportation and the Department of Water Management
   - Continue the development and maintenance of the current QC/QA web-based database system (Oracle platform)
   - As directed, evaluate and/or develop new technologies and provide analysis with respect to recycled content and green technologies as they relate to materials and mixtures. This will include but is not limited to specification development, lab trials, mock-up installations, and field observations
   - Provide quarterly reports summarizing the key elements including but not limited to frequency of inspections and costs of the QC/QA Program
   - Coordinate as required or directed with local, state and federal agencies

2. **Pre Construction Phase:**
   - Review plans and specifications as they relate to construction materials
   - Revise and/or develop materials specifications for particular applications as directed by the Department
   - Develop, review, and update various CDOT QA material testing and inspection computer logs, databases and tracking reports.
   - Attend various meetings as required and/or as directed and prepare minutes
   - Establish, review, and update various CDOT QA material testing guidelines and frequency
   - Review current CDOT/IDOT construction manuals, specifications and / or other recognized standards with respect to construction materials and advise of relevant updates

3. **Construction Phase**
   - Review material submittals including mix designs and contractor Quality Control plans and addenda
   - Coordinate, schedule, perform and monitor material testing
   - Provide plant and job site inspection of concrete (cast-in-place, pre-cast, pre-stress), asphalt, aggregate, soil, steel and other miscellaneous materials. This may include quality control, quality assurance and/or quality surveillance
   - Evaluate QC/QA test reports
   - Prepare and submit material QC/QA reports to reviewing agencies
   - Enter data into the CDOT QA Database including but not limited to test results and scheduling

- Attend various meetings as required and/or as directed and prepare minutes
- Create, update and issue various tracking logs and reports related to QC/QA material testing
- Reproduce shop drawings or other media as required
- Monitor and track project and/or departmental budgets for material testing and inspection

4. **Post Construction Phase**
   - As construction projects are completed, evaluate project documents for material inspection deficiencies and rectify deficiencies
   - Compile and submit final material inspection documentation for each construction project
   - As directed provide long term in-place performance analysis of new materials

Cost Estimate of Consultant Services (2012 – 2013)

CHICAGO DEPARTMENT OF TRANSPORTATION
2011 QC/QA CONTRACT
ESTIMATE OF DIRECT COSTS

2010 Field Vehicle

Field Vehicle (Tech 1)	85 Days	$	45.00 /Day	$	3,825.00
Field Vehicle (Tech 2)	10 Days	$	45.00 /Day	$	450.00
Field Vehicle (Tech 3)	0 Days	$	40.00 /Day	$	-
		2010 Field Vehicle Total		**$**	**4,275.00**

2010 Overtime Premium

Overtime (Tech 1)	170 Hours	$	12.60 /Hour	$	2,142.00	2 Hours per day, 85 Days per year
Overtime (Tech 2)	20 Hours	$	15.10 /Hour	$	302.00	2 Hours per day, 10 Days per year
	2010 Overtime Premium Total			**$**	**2,444.00**	

2010 Laboratory Testing

Aggregates

Gradation, Dry (AASHTO T27)	0	Tests	$ 88.00 /Test	$	-
Gradation, Washed (AASHTO T27 and T11)	7	Tests	$ 116.00 /Test	$	812.00
Gradation, Washed (PGE)	0	Tests	$ 293.00 /Test	$	-
Percent Passing No. 200 Sieve (ASTM D 1140)	0	Tests	$ 173.00 /Test	$	-
Slag Count	0	Tests	$ 176.00 /Test	$	-
Soundness Analysis	0	Tests	$ 351.00 /Test	$	-
Specific Gravity Verification	0	Tests	$ 152.00 /Test	$	-
Specific Gravity, Coarse (AASHTO T85)	0	Tests	$ 200.00 /Test	$	-
Specific Gravity, Fine (AASHTO T84)	0	Tests	$ 200.00 /Test	$	-

Soils

Atterberg Limits (AASHTO T 89 and T 90)	0	Tests	$ 82.00 /Test	$	-
Grain Size Analysis with Hydrometer (AASHTO T 88)	0	Tests	$ 146.00 /Test	$	-
Hydraulic Conductivity (ASTM D 5084)	0	Tests	$ 351.00 /Test	$	-
Illinois Bearing Ratio	0	Tests	$ 527.00 /Test	$	-
Moisture Content (AASHTO T 265)	0	Tests	$ 6.00 /Test	$	-
Organic Content, LOI (AASHTO T 267)	7	Tests	$ 60.00 /Test	$	616.00
Organic Content, Wet (AASHTO T 194)	0	Tests	$ 88.00 /Test	$	-
Percent Passing No. 200 Sieve (ASTM D 1140)	0	Tests	$ 60.00 /Test	$	-
Ph Determination	7	Tests	$ 46.00 /Test	$	1,302.00
Proctor, Modified (AASHTO T 180)	0	Tests	$ 186.00 /Test	$	-
Proctor, Standard (AASHTO T 99)	7	Tests	$ 186.00 /Test	$	693.00
Sieve Analysis, non-cohesive (AASHTO T 88)	0	Tests	$ 99.00 /Test	$	-
Soil Classification (ASTM D 2488/D 2487)	0	Tests	$ 8.00 /Test	$	-
Unconfined Compressive Strength (AASHTO T 208)	0	Tests	$ 70.00 /Test	$	-
Wet Sample Preparation (AASHTO T 146)	0	Tests	$ 60.00 /Test	$	-
			2010 Laboratory Testing Total	**$**	**3,423.00**

TOTAL DIRECT COST ESTIMATE $ 10,142.00

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

FIRM TranSystems
PSB QCQA Engr. Services 2010 - 2013
PRIME/SUPPLEMENT 3-Year Contract Total

DATE 07/01/10
OVERHEAD RATE 151.8% (for TranSystems, varies for Sub-Consultants)
COMPLEXITY FACTOR

Fixed Fee = 0.145(Payroll + OH&B + IHDC) (*)

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Material Training	648	29,920.41	45,419.18		10,924.24				86,263.82	0.93%
	Data Management	13944	474,077.79	719,650.09		173,090.54				1,366,818.42	14.72%
	Inspection Coordination	10164	459,528.43	697,564.16	108,240.00	177,957.43	9,645.00			1,452,935.01	15.65%
	Project Administration	4104	217,946.46	330,842.72		79,574.43				628,363.60	6.77%
	S.T.A.T.E. Testing							2,315,870.35		2,315,870.35	24.94%
	Great Lakes Soil & Env							2,235,207.59	2,235,207.59	2,235,207.59	24.07%
	Geo Services, Inc.							896,738.71	896,738.71	896,738.71	9.66%
	Wang Engineering							303,911.70	303,911.70	303,911.70	3.27%
	TOTALS	28,860.00	1,181,473.08	1,793,476.14	108,240.00	441,546.64	9,645.00	5,751,728.35	3,435,858.00	9,286,109.21	100.00%

Note:
(*) IHDC for fixed fee calculation only includes company vehicle cost

DBE 37.00%

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

FIRM TranSystems
PSB QCQA Engr. Services
PRIME/SUPPLEMENT 2010 - 2011

OVERHEAD RATE 151.8%
COMPLEXITY FACTOR 0

DATE 07/08/10

Fixed Fee = 0.145(Payroll + OH&B + IHDC) (*)

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Material Training	216	9,680.16	14,694.48		3,534.32				27,908.97	0.93%
	Data Management	4648	153,378.56	232,828.65		56,000.05				442,207.26	14.70%
	Inspection Coordination	3388	148,671.40	225,683.19	35,960.00	57,674.41	3,215.00			471,204.00	15.66%
	Project Administration	1368	70,572.84	107,129.57		25,766.85				203,469.26	6.76%
	S.T.A.T.E. Testing							749,841.98		749,841.98	24.92%
	Great Lakes Soil & Env							725,248.80	725,248.80	725,248.80	24.11%
	Geo Services, Inc.							290,147.17	290,147.17	290,147.17	9.64%
	Wang Engineering							98,522.69	98,522.69	98,522.69	3.27%
	TOTALS	9620	382,302.96	580,335.89	35,960.00	142,975.63	3,215.00	1,863,760.64	1,113,918.66	3,008,550.13	100.00%

Note:
(*) IHDC for fixed fee calculation only includes company vehicle cost

DBE 37.03%

Cost Estimate of Consultant Services (2010 – 2011)

PAYROLL RATES

FIRM NAME TranSystems DATE 07/01/10
PRIME/SUPPLEMENT
PSB NO.

ESCALATION FACTOR

CLASSIFICATION		CURRENT RATE	CALCULATED RATE
Principal in Charge	$	70.00	$70.00
Senior Project Manager	$	68.89	$68.89
Project Manager	$	60.50	$60.50
Construction Manager	$	60.00	$60.00
Chief Structural Engineer	$	60.00	$60.00
Senior Project Engineer	$	57.83	$57.83
Senior Transportation Plann	$	54.81	$54.81
Transportation Planner	$	39.60	$39.60
Project Engineer	$	51.01	$51.01
Resident Engineer	$	50.34	$50.34
Senior Resident Inspector	$	43.64	$43.64
Resident Inspector	$	38.29	$38.29
Assistant Resident Inspecto	$	34.28	$34.28
Design Engineer III	$	42.59	$42.59
Design Engineer II	$	35.38	$35.38
Design Engineer I	$	30.21	$30.21
Construction Inspector V	$	60.00	$60.00
Construction Inspector IV	$	42.65	$42.65
Construction Inspector III	$	35.70	$35.70
Construction Inspector II	$	28.83	$28.83
Survey Crew Chief	$	31.73	$31.73
Instrument Person	$	31.73	$31.73
Rodman	$	15.99	$15.99
CADD Technician III	$	29.76	$29.76
CADD Technician II	$	26.72	$26.72
CADD Technician I	$	18.64	$18.64
Senior Administrator	$	35.94	$35.94
Administrative Assistant	$	22.63	$22.63
Receptionist		$18.00	$18.00

DF-824-039
REV 12/04

AVERAGE HOURLY PROJECT RATES

RM
SB
IME/SUPPLEMENT

TranSystems

DATE 07/01/10

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Material Training			Data Management			Inspection Coordination			Project Administration					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
ncipal in Charge	70.00	4	0.04%	0.03										4	0.29%	0.20			
nior Project Manager	68.89	40	0.42%	0.29										40	2.92%	2.01			
oject Manager	60.50	0																	
nstruction Manager	60.00	0																	
ief Structural Engineer	60.00	0																	
nior Project Engineer	57.83	0																	
nior Transportation Planner	54.81	0																	
ansportation Planner	39.60	0																	
oject Engineer	51.01	3288	34.18%	17.43	96	44.44%	22.67	688	14.80%	7.55	1180	34.83%	17.77	1324	96.78%	49.37			
sident Engineer	50.34	0																	
nior Resident Inspector	43.64	0																	
sident Inspector	38.29	0																	
sistant Resident Inspector	34.28	2024	21.04%	7.21	40	18.52%	6.35	1304	28.06%	9.62	680	20.07%	6.88						
sign Engineer III	42.59	0																	
sign Engineer II	35.38	1032	10.73%	3.80				1032	22.20%	7.86									
sign Engineer I	30.21	0																	
nstruction Inspector V	60.00	0																	
nstruction Inspector IV	42.65	1648	17.13%	7.31	80	37.04%	15.80	40	0.86%	0.37	1528	45.10%	19.24						
nstruction Inspector III	35.70	0																	
nstruction Inspector II	28.83	0																	
rvey Crew Chief	31.73	0																	
trument Person	31.73	0																	
dman	15.99	0																	
DD Technician III	29.76	0																	
DD Technician II	26.72	0																	
DD Technician I	18.64	0																	
nior Administrator	35.94	0																	
ministrative Assistant	22.63	1480	15.38%	3.48				1480	31.84%	7.21									
ceptionist	18.00	104	1.08%	0.19				104	2.24%	0.40									
TOTALS		9620	100%	$39.74	216	100.00%	$44.82	4648	100%	$33.00	3388	100%	$43.88	1368	100%	$51.59	0	0%	$0.00

PREPARED BY THE AGREEMENTS UNIT

QC/QA Construction Engineer
Spec No. 80020
Chicago Department of Transportation

Classification Comparison

TranSystems IDOT Classification	TranSystems Classifications per Contract
Principle in Charge	Principal
Senior Project Manager	Principal Oversight
Project Engineer (Highway)	Program Manager
Project Engineer (Highway)	Project Manager
Construction Inspector IV	Source Inspection Manager
Assistant Resident Inspector	Field Operations Manager
Design Engineer II (Highway)	Database Development
Administrative Assistant	CDOT Liaison – Data Management
Administrative Assistant	Data Administration

CITY OF CHICAGO
DEPARTMENT OF TRANSPORTATION

COST ESTIMATE OF CONSULTANT SERVICES
2010 - 2011 DIRECT COSTS

CONSULTANT: TranSystems
PROJECT: QC/QA Construction Engineer
PROJECT NO:
SPECIFICATION NO.: 80020

DATE: June 15, 2010

	Description (1)		Unit (2)	Quantity (3)	Unit Cost (4)	Total Cost (5)
1	Program Manager	(1 Vehicle)	Day	260	$ 45.00	$ 11,700.00
2	Source Inspection Manager	(1 Vehicle)	Day	260	$ 45.00	$ 11,700.00
3	Parking Garage Passes	(2 Vehicles)	Month	24	$ 250.00	$ 6,000.00
4						
5	Database Hosting Site (Rackspace)		Month	12	$ 135.00	$ 1,620.00
6						
7						
8	Travel Expenses (QA Steel Inspection Costs - Inspection trips)					
9		Mileage	Mile	5000	$ 0.50	$ 2,500.00
10		Meals	Day	20	$ 32.00	$ 640.00
11		Lodging	Day	20	$ 90.00	$ 1,800.00
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						

TOTAL $ 35,960.00

CITY OF CHICAGO
DEPARTMENT OF TRANSPORTATION

COST ESTIMATE OF CONSULTANT SERVICES
Services By Others 2010 - 2011 Direct Costs

CONSULTANT: TranSystems
PROJECT: QC/QA Construction Engineer
PROJECT NO:
SPECIFICATION NO.: 80020

DATE: June 15, 2010

	Description (1)	Unit (2)	Quantity (3)	Unit Cost (4)	Total Cost (5)
1	Project Coordination - Xerox copies	Each	7,150	$ 0.10	$ 715.00
2	(25 pages x 11 sets x 26 = 7,150 pages)				
3					
4	Reproduce and bind 8 ½ " x 11" reports	Each	20,000	$ 0.10	$ 2,000.00
5	(100 pages per report x 20 assignments x 10 sets = 20,000 pages)				
6					
7	Federal Express Deliveries	Each	25	$ 20.00	$ 500.00
8					
9					
10					
11					
13					
14					
15					
16					
17					
18					
19					
20					
			TOTAL		$ 3,215.00

Illinois Department of Transportation

Cost Estimate of Consultant Services (CPFF)

Firm	S.T.A.T.E. Testing LLC
Route	CDOT QA
Section	
County	
Job No.	
PTB & Item	2010

Date 07/08/10

Overhead Rate **138.72%**

Complexity Factor **0**

CPFF = 14.5%(DL + R(DL) + OH(DL) + IHDC)

DBE Drop Box	Item	Manhours (A)	Payroll (B)	Overhead & Fringe Benefits (C)	In-House Direct Costs (D)	Fixed Fee (E)	Units Of Work (F)	Services By Others/ Outside D. Costs (G)	DBE Total (B+C+D+E+F+G)	Total (B+C+D+E+F+G)	% of Grand Total
	Materials Engineering	700	33,042.00	45,835.86		11,498.62	123,233.99	0.00		213,610.47	28.49%
	Senior Technician PCC	375	12,926.25	17,931.29		4,498.34				35,355.88	4.72%
	Senior Technician HMA	400	13,788.00	19,126.71		4,798.22				37,712.94	5.03%
	Steel Inspection	2500	100,000.00	138,720.00		34,800.00				273,520.00	36.48%
	Precast Prestress Insp	200	6,894.00	9,563.36		2,399.11				18,856.47	2.51%
	IA Lab Samples	200	7,050.00	9,779.76	13,500.00	4,410.90				34,740.66	4.63%
	Documentation Technician	1810	49,738.80	68,997.66		17,309.10				136,045.57	18.14%
	TOTALS	6185	223,439.05	309,954.65	13,500.00	79,714.29	123,233.99	0.00	0.00	749,841.98	100.00%

DBE 0.00%

Illinois Department of Transportation

Payroll Rates

FIRM NAME S.T.A.T.E. Testing LLC **DATE** 06/30/10
PRIME/SUPPLEMENT Prime
PTB NO.

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal Engineer	$70.00	$70.00
Associate Engineer	$60.00	$60.00
Senior Engineer	$32.01	$32.01
Professional Engineer	$50.50	$50.50
Materials Coordinator	$38.32	$38.32
Laboratory Manager	$35.25	$35.25
Quality Assurance Manager	$27.48	$27.48
Accountant	$35.11	$35.11
Senior Technician	$0.00	$0.00
CWI	$40.00	$40.00
Level III Technician	$34.80	$34.80
Level II Technician	$32.39	$32.39
Level I Technician	$28.62	$28.62
Material Tester 2	$34.47	$34.47
Material Tester 1	$34.03	$34.03
Lab Technician II	$17.88	$17.88
Lab Technician	$12.50	$12.50
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00

Illinois Department of Transportation

Average Hourly Project Rates

Route CDOT QA
Section
County
Job No.
PTB/Item

Consultant S.T.A.T.E. Testing LLC

Date 06/30/10

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Materials Engineering			Senior Technician PCC			Senior Technician HMA			Steel Inspection			Precast Prestress Insp		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal Engineer	70.00	150	2.43%	1.70	150	21.43%	15.00												
Associate Engineer	60.00	150	2.43%	1.46	150	21.43%	12.86												
Senior Engineer	32.01	100	1.62%	0.52	100	14.29%	4.57												
Professional Engineer	50.50	0			0														
Materials Coordinator	38.32	0																	
Laboratory Manager	35.25	200	3.23%	1.14															
Quality Assurance Manager	27.48	1810	29.26%	8.04															
Accountant	35.11	0																	
Senior Technician		0																	
CWI	40.00	2500	40.42%	16.17															
Level III Technician	34.80	0												2500	100.00%	40.00			
Level II Technician	32.39	0																	
Level I Technician	28.62	0																	
Material Tester 2	34.47	1275	20.61%	7.11	300	42.86%	14.77	375	100.00%	34.47	400	100.00%	34.47						
Material Tester 1	34.03	0															200	100.00%	34.47
Lab Technician II	17.88	0																	
Lab Technician	12.50	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
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		0																	
TOTALS		6185	100%	$36.13	700	100%	$47.20	375	100%	$34.47	400	100%	$34.47	2500	100%	$40.00	200	100%	$34.47

Illinois Department of Transportation

Route CDOT QA
Section
County
Job No.
PTB/Item

Consultant S.T.A.T.E. Testing LLC

Average Hourly Project Rates

Date 06/30/10

Sheet 2 OF 1

Payroll Classification	Avg Hourly Rates	IA Lab Samples Hours	% Part.	Wgtd Avg	Documentation Technician Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal Engineer	70.00																		
Associate Engineer	60.00																		
Senior Engineer	32.01																		
Professional Engineer	50.50																		
Materials Coordinator	38.32																		
Laboratory Manager	35.25	200	100.00%	35.25															
Quality Assurance Manager	27.48				1810	100.00%	27.48												
Accountant	35.11																		
Senior Technician																			
Level III Technician	40.00																		
Level II Technician	34.80																		
Level I Technician	32.39																		
Material Tester 2	28.62																		
Material Tester 1	34.47																		
Lab Technician II	34.03																		
Lab Technician	17.88																		
#REF!	12.50																		
TOTALS		200	100%	$35.25	1810	100%	$27.48	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

Direct Cost Breakdown
CDOT QA
2010
S.T.A.T.E. Testing LLC

S

Vehicles

	Unit Cost	Quantity	Units	Total Cost	
Milage	$ 0.50	25000	Miles	$ 12,500.00	
Daily Vehicle	$ 45.00	300	Days	$ 13,500.00	
					$ 26,000.00

Lab Testing

BITUMINOUS MATERIALS LABORATORY SERVICES				
COMPLETE IDOT SUPERPAVE MIX DESIGN	$4,827		EACH	$0
TENSILE STRENGTH RATION (TSR)				
SUPERPAVE MIX DESIGN	$1,249		EACH	$0
BULK SPECIFIC GRAVITY (Gmb, or "d")				
GYRATORY SPECIMEN (AVG. OF 2)	$158		EACH	$0
SUPERPAVE AND SMA – MAXIMUM SPECIFIC GRAVITY(Gmm)	$80		EACH	$0
EXTRACTION (REFLUX) WITH WASHED GRAD. (ASTM D 2172,C 136)	$216		EACH	$0
SUPERPAVE – Volumetrics	$500	150	EACH	$75,000
PAVEMENT ANALYSIS – SINGLE CORE(4")				$0
W/SAW CUTTING (ASTM D 2726)	$55		EACH	$0
AGGREGATE LABORATORY SERVICES				
DRY GRADATION (ASTM C 136)	$85		EACH	$0
WASHED GRADATION (ASTM C 136)	$113		EACH	$0
SPECIFIC GRAVITY AND ABSORPTION (ASTM C 127, C 128)	$194		EACH	$0
PGE TESTING (Washed Gradation)	$284		EACH	$0
FIVE CYCLE SOUNDNESS			EACH	$0
	$341		EACH	$0
UNIT WEIGHT (ASTM C 29)	$95		EACH	$0
DELETERIOUS COUNT	$171		EACH	$0
PORTLAND CONCRETE LABORATORY SERVICES *				
COMPRESSIVE STRENGTH OF CYLINDERS WITH CURE TIME UP TO 28 DAYS-S.T.A.T.E. Tes	$21	100	EACH	$2,100
SULFUR CAPPING	$58		EACH	$0
SOILS LABORATORY SERVICES *				
STANDARD PROCTOR (AASHTO T99, ASTM D698)			EACH	$0
MODIFIED PROCTOR (AASHTO T180, ASTM D15	$181		EACH	$0
PLASTICITY INDEX (AASHTO T90, ASTM D4318)	$181		EACH	$0
TOTAL LABORATORY CHARGES				$77,100

S.T.A.T.E. Testing LLC

Premium Overtime*

			Premium	Est OT Hours			
Overtime	Senior Technician	$0.00	$ -	0	$	-	
	CWI	$40.00	$ 20.00	200	$	4,000.00	
	Level III	$34.80	$ 17.40	0	$	-	
	Level II	$32.39	$ 16.20	0	$	-	
	Level I	$28.62	$ 14.31	0	$	-	
	Material Tester 2	$34.47	$ 17.24	0	$	-	
	Material tester 1	$34.03	$ 17.02	0	$	-	

*All Overtime must be approved by client prior to invoicing.

Night Differential

Level III	$34.80	$ 3.48	0	$	-	
Level II	$32.39	$ 3.24	0	$	-	
Level I	$28.62	$ 2.86	0	$	-	
Material Tester 2	$34.47	$ 3.45	100	$	344.70	
Material tester 1	$34.03	$ 3.40	0	$	-	
Per union Contract hours between 6pm and 6am receives 10% Shift differential.						$ 4,344.70

Premium Overtime due to Prevailing Wage

Other	Cell Phone	$70	24 EACH	$1,680	$1,680.00	
	Internet Usage	$60	$ 12.00 EACH	$720	$720.00	
	Postage	$150	At Cost	$10	$1,889.29	
	Lodging	$100	250 At Cost	$25,000	$25,000.00	
	Meal Reimburse		At Cost	$10,000	$10,000.00	

Total Direct Cost $ 136,733.99

Illinois Department of Transportation

Cost Estimate of Consultant Services (CPFF)

Firm	Great Lakes Soil & Env.
Route	Various
Section	Various
County	Cook
Job No.	
PTB & Item	
IDOT Contracts	CDOT

Date 06/30/10

Overhead Rate **157.01%**

Complexity Factor **0**

FF (E) = 0.145*(B+C+Vehicle Costs)

DBE Drop Box	Item	Manhours (A)	Payroll (B)	Overhead & Fringe Benefits (C)	In-House Direct Costs (D)	Fixed Fee (E)	Outside Direct Costs (F)	Services By Others (G)	DBE Total (B+C+D+E+F+G)	Total (B+C+D+E+F+G)	% of Grand Total
DBE	Principal Engineer	200	14,000.00	21,981.40		5,217.30			41,198.70	41,198.70	5.68%
DBE	QA Manager	150	6,410.25	10,064.73		2,388.87			18,863.86	18,863.86	2.60%
DBE	Staff Engineer	350	9,775.63	15,348.72		3,643.03			28,767.38	28,767.38	3.97%
DBE	Administrative Assistant	350	5,726.49	8,991.16		2,134.06			16,851.71	16,851.71	2.32%
DBE	Pick up Technician	600	12,753.35	20,024.03		4,752.72			37,530.09	37,530.09	5.17%
DBE	Materials Technician II	3410	125,671.63	197,317.02	206,286.00	52,762.40			582,037.06	582,037.06	80.25%
DBE									0.00		
DBE									0.00		
	TOTALS	5060	174,337.34	273,727.06	206,286.00	70,898.39	0.00	0.00	725,248.80	725,248.80	100.00%

DBE 100.00%

Illinois Department of Transportation

Payroll Escalation Table
Fixed Raises

FIRM NAME: Great Lakes Soil & Env.
PRIME/SUPPLEMENT: TranSystems

DATE: 06/30/10
PTB NO.:

CONTRACT TERM	12	MONTHS	
START DATE	8/1/2010		
RAISE DATE	1/1/2011		
OVERHEAD RATE			157.01%
COMPLEXITY FACTOR			0
% OF RAISE			3.00%

ESCALATION PER YEAR

8/1/2010 - 12/31/2010	1/1/2011 - 7/31/2011			
5 / 12	7 / 12			
= 41.67%	60.08%			
= 1.0175				

The total escalation for this project would be: 1.75%

Illinois Department of Transportation

Payroll Rates

FIRM NAME Great Lakes Soil & Env. DATE 06/30/10
PRIME/SUPPLEMENT TranSystems
PTB NO.

ESCALATION FACTOR 1.75%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal Engineer	$70.00	$70.00
QA Manager	$42.00	$42.74
Staff Engineer	$27.45	$27.93
Admin Assistant (Reports)	$16.08	$16.36
Pick up Technician	$20.89	$21.26
Materials Technician II	$36.22	$36.85
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
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		$0.00

Illinois Department of Transportation

Average Hourly Project Rates

Route: Various
Section: Various
County: Cook
Job No.:
PTB/Item:

Consultant: Great Lakes Soil & Env.

Date: 06/30/10

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Principal Engineer			QA Manager			Staff Engineer			Administrative Assistant			Pick up Technician		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal Engineer	70.00	200	3.95%	2.77	200	100.00%	70.00												
QA Manager	42.74	150	2.96%	1.27				150	100.00%	42.74									
Staff Engineer	27.93	350	6.92%	1.93							350	100.00%	27.93						
Admin Assistant (Reports)	16.36	350	6.92%	1.13										350	100.00%	16.36			
Pick up Technician	21.26	600	11.86%	2.52													600	100.00%	21.26
Materials Technician II	36.85	3410	67.39%	24.84															
		0																	
		0																	
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TOTALS		5060	100%	$34.45	200	100%	$70.00	150	100%	$42.74	350	100%	$27.93	350	100%	$16.36	600	100%	$21.26

Illinois Department of Transportation

Average Hourly Project Rates

Route Various
Section Various
County Cook
Job No.
PTB/Item

Consultant Great Lakes Soil & Env.

Date 06/30/10

Sheet 2 OF 1

Payroll Classification	Avg Hourly Rates	Materials Technician II Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal Engineer	70.00																		
QA Manager	42.74																		
Staff Engineer	27.93																		
Admin Assistant (Reports)	16.36																		
Pick up Technician	21.26																		
Materials Technician II	36.85	3410	100.00%	36.85															
TOTALS		3410	100%	$36.85	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

Printed 6/30/2010

In-HOUSE DIRECT COSTS

CDOT 2010-2011

Item Description

Great Lakes Soil and Environmental Consultants, Inc.

						TOTAL
Misc. Shipping costs						
Delivery						$ -
Pictures	MO @	$ 50.00	/ MO (Billed at Actual Cost)			$ -
				Reproduction & Picture Totals:		$ -
VEHICLE MILEAGE NOT ELIGIBLE FOR PROFIT						
Vehicle Days		$ 45.00	Day	449	$	20,205.00
Vehicle Days - QA Manager		$ 45.00	Day	365	$	16,425.00
Parking Garage Pass (QA Manager)		$ 355.00	Month	12	$	4,260.00
				Vehicle Totals:		$ 40,890.00
COMMUNICATION						
Phone/Radio Combo Units	22 MO @	$ 70.00	/ MO	1 People	$	1,540.00
				Communication Charge Totals:		$ 1,540.00
PREMIUM						
Premium Time	300 Hrs @	$ 18.11	/ Hr	1 People	$	5,433.00
Premium Time	0 Hrs @	$ 19.92	/ Hr	1 People	$	-
				Premium Charge Totals:		$ 5,433.00
LABORATORY TESTING						
Nuclear Density Gauge Compaction		$ 45.00	Day	444	$	19,980.00
Modified Proctor Tests (AASHTO T180)		$ 181.00	Each	10	$	1,810.00
Standard Proctor Tests (AASHTO T99)			Each	0	$	-
Organic Content		$ 85.00	Each	10	$	850.00
L.A. Abrasion			Each	0	$	-
Aggregate Wash Gradations (PCC, HMA)		$ 116.00	Each	120	$	13,920.00
PGE Gradation			Each	0	$	-
Atterberg Limits			Each	0	$	-
Sieve Analysis with Hydrometer Tests			Each	0	$	-
Concrete						
Compressive Strength		$ 21.00	Per trip	933	$	19,593.00
Pick up Charge		$ 85.00	Per trip	0	$	-
Hot Mixed Asphalt						
HMA Air Voids		$ 500.00	Each	80	$	40,000.00
HMA Mix Verification		$ 682.00	Each	10	$	6,820.00
Core Density		$ 55.00	Each	150	$	8,250.00
Reflux Extraction & Gradation		$ 216.00	Each	75	$	16,200.00
Ignition & Gradation		$ 200.00	Each	75	$	15,000.00
HPCP Moisture Test		$ 400.00	Each	40	$	16,000.00
				Laboratory Testing Charge Totals:		$ 158,423.00
				TOTALS:		$ 206,286.00

CITY OF CHICAGO
DEPARTMENT OF TRANSPORTATION
BUREAU OF BRIDGES AND TRANSIT

COST ESTIMATE OF CONSULTANT SERVICES
SUMMARY SHEET

CONSULTANT: Geo Services, Inc.- 2010 CQA Contract
PROJECT: Quality Control / Quality Assurance Construction Engineer
PROJECT NO..
SPECIFICATION NO..

DATE: Year 1 (2010 - 2011)

DBE PERCENTAGE: 100.00%
COMPLEXITY FACTOR: 0
IDOT Overhead 201.24%
Fixed Fee = 0.145 x (Payroll + OH + Inhouse Direct Cost)

	Firm (1) Name	DBE	Projected Hours (2)	Total Avg. Hourly Rate (3)	Payroll (4)	Burden & Overhead (5) Percent	Burden & Overhead (5) Total	Direct Costs (incl in FF) (6)	Fixed Fee (7)	Direct Costs (not incl in FF) (8)	Total (9)	Percent Of Grand Total (10)
1												
2	Geo Services, Inc.	DBE	1,992.00	$ 36.71	$ 73,126.32	201.24%	$ 147,159.42	$ 13,500.00	$ 33,898.93	$ 22,462.50	$ 290,147.17	100.00%
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18												
19												
20												
	GRAND TOTALS		1,992.00	$ 36.71	$ 73,126.32		$ 147,159.42	$ 13,500.00	$ 33,898.93	$ 22,462.50	$ 290,147.17	100.00%

CITY OF CHICAGO
DEPARTMENT OF TRANSPORTATION
BUREAU OF BRIDGES AND TRANSIT

COST ESTIMATE OF CONSULTANT SERVICES
AVERAGE HOURLY PROJECT RATES

CONSULTANT: Geo Services, Inc.- 2010 CQA Contract
PROJECT: Quality Control / Quality Assurance Construction Engineer
PROJECT NO.:
SPECIFICATION NO.:

DATE: Year 1 (2010 - 2011)

	Classification / Project Role (1)	Hourly Rate (2)	Projected Hours (3)				Percent Participation (4)	Weighted Amount (5)
			Pre	Const	Post	Total		
1	Principal Engineer	$ 70.00		12		12	0.60%	$ 0.42
2	Senior Geotechnical/Materials Engineer	$ 70.00		-		-	0.00%	$ -
3	Project Manager	$ 58.80		25		25	1.26%	$ 0.74
4	Project Engineer	$ 35.00		275		275	13.81%	$ 4.83
5	Assistant Project Engineer	$ 32.50				-	0.00%	$ -
6	Geotechnical Engineer	$ 43.00				-	0.00%	$ -
7	Environmental Engineer	$ 42.00				-	0.00%	$ -
8	Project Coordinator	$ 40.00				-	0.00%	$ -
9	Staff Engineering	$ 30.00				-	0.00%	$ -
10	CADD Professional	$ 41.75				-	0.00%	$ -
11	Materials Coordinator	$ 45.00				-	0.00%	$ -
12	Material Tester I	$ 36.75		1,350		1,350	67.77%	$ 24.91
13	Material Tester II	$ 38.25		250		250	12.55%	$ 4.80
14	Secretary / Administrative Assistant	$ 25.00		80		80	4.02%	$ 1.00
	TOTALS		-	1,992	-	1,992	100.0%	$ 36.70

CITY OF CHICAGO
DEPARTMENT OF TRANSPORTATION
BUREAU OF BRIDGES AND TRANSIT

COST ESTIMATE OF CONSULTANT SERVICES

CONSULTANT: Geo Services, Inc.- 2010 CQA Contract
PROJECT: Quality Control / Quality Assurance Construction Engineer
PROJECT NO.:
SPECIFICATION NO.

DATE: Year 1 (2010 - 2011)

	Description (1)		Unit (2)	Quantity (3)	Unit Cost (4)	Total Cost (5)
1	Vehicle	(Approved by IDOT for Fee Calculation)	DAYS	300	$ 45.00	$ 13,500.00
2	Parking Downtown		EACH	-	$ 30.00	$ -
3	***LABORATORY TESTING***					
4	CONCRETE					
5		Compressive Strength, Mortar Cubes (AASHTO T 106)	EACH	5	$ 25.00	$ 125.00
6		Compressive Strength, Sulfur Capped (AASHTO T 22 and T 231)	EACH	45	$ 58.00	$ 2,610.00
7		Compressive Strength (AASHTO T 22)	EACH	178	$ 21.00	$ 3,738.00
8		Flexural Strength (AASHTO T 177)	EACH	5	$ 45.00	$ 225.00
9	AGGREGATES					
10		Gradation, Dry (ASSHTO T 27)	EACH	5	$ 85.00	$ 425.00
11		Gradation, Washed (AASHTO T 27 and T 11)	EACH	5	$ 113.00	$ 565.00
12		Gradation, Washed (PGE)	EACH	5	$ 284.00	$ 1,420.00
13		Percent Passing No. 200 Sieve	EACH	2	$ 171.00	$ 342.00
14		Slag Count	EACH	-	$ 171.00	$ -
15		Soundness Analysis	EACH	-	$ 341.00	$ -
16		Specific Gravity Verification	EACH	-	$ 148.00	$ -
17		Specific Gravity, Coarse (AASHTO T 85)	EACH	-	$ 194.00	$ -
18		Specific Gravity, Fine (AASHTO T 84)	EACH	-	$ 194.00	$ -
19	HOT MIX ASPHALT					
20		Bulk Specific Gravity, Gmb (AASHTO T166)	EACH	5	$ 158.00	$ 790.00
21		Maximum Specific Gravity, Gmm (AASHTO T 209)	EACH	5	$ 80.00	$ 400.00
22		Core Sample Testing (AASHTO 166)	EACH	5	$ 55.00	$ 275.00
23		Draindown Test (AASHTO T 305)	EACH	5	$ 171.00	$ 855.00
24		Ignition Burn with Washed Gradation (AASHTO T 308, T 27, and T 11)	EACH	5	$ 200.00	$ 1,000.00
25		Reflux Extraction with Washed Gradation (AASHTO T 164 and T 30)	EACH	5	$ 216.00	$ 1,080.00
26		Volumetrics, Gmm, Gmb, and Voids (AASHTO T 209, and T 166)	EACH	5	$ 500.00	$ 2,500.00
27	SOILS					
28		Atterberg Limits (AASHTO T 89 and T 90)	EACH	-	$ 80.00	$ -
29		Grain Size Analysis with Hydrometer (AASHTO T 88)	EACH	-	$ 142.00	$ -
30		Hydraulic Conductivity (ASTM D 5084)	EACH	-	$ 341.00	$ -
31		Illinois Bearing Ratio	EACH	-	$ 512.00	$ -
32		Moisture Content (AASHTO T 265)	EACH	-	$ 6.00	$ -
33		Organic Content, LOI (AASHTO T 267)	EACH	-	$ 58.00	$ -
34		Organic Content, Wet (AASHTO T 194)	EACH	-	$ 85.00	$ -
35		Percent Passing No. 200 Sieve (ASTM D 1140)	EACH	-	$ 58.00	$ -
36		Ph Determination	EACH	-	$ 45.00	$ -
37		Proctor, Modified (AASHTO T 180)	EACH	-	$ 181.00	$ -
38		Proctor, Standard (AASHTO T 99)	EACH	-	$ 181.00	$ -
39		Sieve Analysis, non-cohesive (AASHTO T 88)	EACH	-	$ 96.00	$ -
40		Soil Classification (ASTM D 2488/D 2487)	EACH	-	$ 8.00	$ -
41		Unconfined Compressive Strength (AASHTO T 208)	EACH	-	$ 68.00	$ -
42		Wet Sample Preparation (AASHTO T 146)	EACH	-	$ 58.00	$ -
43	Miscellaneous					
44		Nuclear Gauge	DAYS	60	$ 40.00	$ 2,400.00
45		Sample Pick-up Charge	EACH	-	$ 250.00	$ -
46		Day Night (Shift) Transition Charge	PERSON	-	$ 600.00	$ -
47		Pour Cancellation Charge	PERSON	-	$ 450.00	$ -
48		Pullout Testing Equipment	DAYS	-	$ 250.00	$ -
49		Core Rig & Crew (8 hr min)	DAYS	-	$ 350.00	$ -
50	Premium Time	Weekdays and Saturdays (Additional)				
51		Materials Coordinator	HOUR	-	$ 22.50	$ -
52		Material Tester I	HOUR	150	$ 18.38	$ 2,756.25
53		Material Tester II	HOUR	50	$ 19.13	$ 956.25
54		Secretary / Administrative Assistant	HOUR	-	$ 12.50	$ -
55	Premium Time	Sundays and Holidays (Additional)				
56		Materials Coordinator	HOUR	-	$ 45.00	$ -
57		Material Tester I	HOUR	-	$ 36.75	$ -
58		Material Tester II	HOUR	-	$ 38.25	$ -
59		Secretary / Administrative Assistant	HOUR	-	$ 25.00	$ -

TOTAL $ 35,962.50

Amount Approved by IDOT for Fixed Fee Calculation $ 13,500.00

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

DF-824-039
REV 12/04

FIRM Wang Engineering, Inc.
PSB
PRIME/SUPPLEMENT Prime

OVERHEAD RATE 1.8718
COMPLEXITY FACTOR 0

DATE 06/29/10

Cost Plus Fixed Fees = 14.5% [DL+R(DL) +OH(DL)]

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
DBE	QA Testing 2010	1005	26,907.85	50,366.11		11,204.72			88,478.69	88,478.69	89.81%
DBE	Direct Cost (See Attached)		0.00	0.00	10,044.00				10,044.00	10,044.00	10.19%
	Subconsultant DL										
	TOTALS	1005	26,907.85	50,366.11	10,044.00	11,204.72	0.00	0.00	98,522.69	0.00	0.00%
										98,522.69	100.00%

DBE 100.00%

Fixed Fee Calculation
Cost Plus Fixed Fees = 14.5% [DL+R(DL) +OH(DL)]

DL = Direct Labor $ 26,907.85
R = Complexity Factor 0
OH = Overhead/Burden 187%

Fixed Fee = 14.5% x [$26,907.85 + (187.18% x $26,907.85)]
Fixed Fee = 14.5% x ($26,907.85 + $50,366.11)
Fixed Fee = 14.5% x $77,273.96
Fixed Fee = $ 11,204.72

PREPARED BY THE AGREEMENTS UNIT

Printed 6/29/2010 2:03 PM

PAYROLL RATES

FIRM NAME Wang Engineering, Inc. **DATE**
PRIME/SUPPLEMENT Prime
PSB NO.

ESCALATION FACTOR **0.00%**

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal in Charge	$58.15	$58.15
Senior Engineer/Project Manager	$44.87	$44.87
QC/QA Reviewer	$24.04	$24.04
Project Engineer	$29.46	$29.46
Senior Inspectors/Documentation	$28.80	$28.80
Field Inspectors/Documentation	$21.45	$21.45
Laboratory Technician	$17.06	$17.06
Project Administrative Assistant	$24.09	$24.09
I.U.O.E. Local 150 Level I Materials Tester (1)	$27.34	$27.34
I.U.O.E. Local 150 Level II Materials Tester (1)	$29.89	$29.89
Illinois Prevailing Wage Level I Materials Tester (2)	$25.20	$25.20
Illinois Prevailing Wage Level II Materials Tester (2)	$30.20	$30.20
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00

DF-824-039
REV 12/04

AVERAGE HOURLY PROJECT RATES

FIRM Wang Engineering, Inc.
PSB
PRIME/SUPPLEMENT Prime

DATE 06/29/10

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			QA Testing 2010			Direct Cost (See Attached											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal in Charge	58.15	0																	
Senior Engineer/Proj	44.87	55	5.47%	2.46	55	5.47%	2.46												
QC/QA Reviewer	24.04	0																	
Project Engineer	29.46	0																	
Senior Inspectors/Dc	28.80	0																	
Field Inspectors/Doc	21.45	0																	
Laboratory Technicia	17.06	0																	
Project Administrativ	24.09	0																	
I.U.O.E. Local 150 Le	27.34	0																	
I.U.O.E. Local 150 Le	29.89	0																	
Illinois Prevailing Wa	25.20	850	84.58%	21.31	850	84.58%	21.31												
Illinois Prevailing Wa	30.20	100	9.95%	3.00	100	9.95%	3.00												
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TOTALS		1005	100%	$26.77	1005	100.00%	$26.77	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

PREPARED BY THE AGREEMENTS UNIT

Printed 6/29/2010 9:33 AM

CHICAGO DEPARTMENT OF TRANSPORTATION
2010 QC/QA CONTRACT
ESTIMATE OF DIRECT COSTS

2010 Field Vehicle

Field Vehicle (Tech 1)	85 Days	$	45.00 /Day	$	3,825.00	
Field Vehicle (Tech 2)	10 Days	$	45.00 /Day	$	450.00	
Field Vehicle (Tech 3)	0 Days	$	40.00 /Day	$	-	
			2010 Field Vehicle Total	**$**	**4,275.00**	

2010 Overtime Premium

Overtime (Tech 1)	170 Hours	$	12.60 /Hour	$	2,142.00	2 Hours per day, 85 Days per year
Overtime (Tech 2)	20 Hours	$	15.10 /Hour	$	302.00	2 Hours per day, 10 Days per year
			2010 Overtime Premium Total	**$**	**2,444.00**	

2010 Laboratory Testing

Aggregates

Gradation, Dry (AASHTO T27)	0	Tests	$ 85.00 /Test	$	-
Gradation, Washed (AASHTO T27 and T11)	7	Tests	$ 113.00 /Test	$	791.00
Gradation, Washed (PGE)	0	Tests	$ 284.00 /Test	$	-
Percent Passing No. 200 Sieve (ASTM D 1140)	0	Tests	$ 171.00 /Test	$	-
Slag Count	0	Tests	$ 171.00 /Test	$	-
Soundness Analysis	0	Tests	$ 341.00 /Test	$	-
Specific Gravity Verification	0	Tests	$ 148.00 /Test	$	-
Specific Gravity, Coarse (AASHTO T85)	0	Tests	$ 194.00 /Test	$	-
Specific Gravity, Fine (AASHTO T84)	0	Tests	$ 194.00 /Test	$	-

Soils

Atterberg Limits (AASHTO T 89 and T 90)	0	Tests	$ 80.00 /Test	$	-
Grain Size Analysis with Hydrometer (AASHTO T 88)	0	Tests	$ 142.00 /Test	$	-
Hydraulic Conductivity (ASTM D 5084)	0	Tests	$ 341.00 /Test	$	-
Illinois Bearing Ratio	0	Tests	$ 512.00 /Test	$	-
Moisture Content (AASHTO T 265)	0	Tests	$ 6.00 /Test	$	-
Organic Content, LOI (AASHTO T 267)	7	Tests	$ 58.00 /Test	$	595.00
Organic Content, Wet (AASHTO T 194)	0	Tests	$ 85.00 /Test	$	-
Percent Passing No. 200 Sieve (ASTM D 1140)	0	Tests	$ 58.00 /Test	$	-
Ph Determination	7	Tests	$ 45.00 /Test	$	1,267.00
Proctor, Modified (AASHTO T 180)	0	Tests	$ 181.00 /Test	$	-
Proctor, Standard (AASHTO T 99)	7	Tests	$ 181.00 /Test	$	672.00
Sieve Analysis, non-cohesive (AASHTO T 88)	0	Tests	$ 96.00 /Test	$	-
Soil Classification (ASTM D 2488/D 2487)	0	Tests	$ 8.00 /Test	$	-
Unconfined Compressive Strength (AASHTO T 208)	0	Tests	$ 68.00 /Test	$	-
Wet Sample Preparation (AASHTO T 146)	0	Tests	$ 58.00 /Test	$	-
			2010 Laboratory Testing Total	**$**	**3,325.00**

TOTAL DIRECT COST ESTIMATE $ 10,044.00

Cost Estimate of Consultant Services (2011 – 2012)

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

FIRM TranSystems
PSB QCQA Engr. Services
PRIME/SUPPLEMENT 2011 - 2012

OVERHEAD RATE 151.8%
COMPLEXITY FACTOR 0

DATE 07/08/10

Fixed Fee = 0.146(Payroll + OH&B + IHDC) (*)

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Material Training	216	9,970.56	15,135.32		3,640.35				28,746.24	0.93%
	Data Management	4648	157,979.92	239,813.51		57,680.05				455,473.48	14.72%
	Inspection Coordination	3388	153,131.54	232,453.68	36,080.00	59,302.86	3,215.00			484,183.08	15.65%
	Project Administration	1368	72,643.36	110,272.62		26,522.82				209,438.79	6.77%
	S.T.A.T.E. Testing							771,923.16		771,923.16	24.96%
	Great Lakes Soil & Env							743,414.81	743,414.81	743,414.81	24.03%
	Geo Services, Inc.							298,744.86	298,744.86	298,744.86	9.66%
	Wang Engineering							101,288.25	101,288.25	101,288.25	3.27%
	TOTALS	9620	393,725.38	597,675.13	36,080.00	147,146.07	3,215.00	1,915,371.08	1,143,447.92	3,093,212.66	100.00%

Note:
(*) IHDC for fixed fee calculation only includes company vehicle cost

DBE 36.97%

PAYROLL RATES

FIRM NAME TranSystems **DATE** 07/01/10
PRIME/SUPPLEMENT
PSB NO.

ESCALATION FACTOR 3.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal in Charge	$ 70.00	$70.00
Senior Project Manager	$ 68.89	$70.00
Project Manager	$ 60.50	$62.32
Construction Manager	$ 60.00	$61.80
Chief Structural Engineer	$ 60.00	$61.80
Senior Project Engineer	$ 57.83	$59.56
Senior Transportation Plann	$ 54.81	$56.45
Transportation Planner	$ 39.60	$40.79
Project Engineer	$ 51.01	$52.54
Resident Engineer	$ 50.34	$51.85
Senior Resident Inspector	$ 43.64	$44.95
Resident Inspector	$ 38.29	$39.44
Assistant Resident Inspecto	$ 34.28	$35.31
Design Engineer III	$ 42.59	$43.87
Design Engineer II	$ 35.38	$36.44
Design Engineer I	$ 30.21	$31.12
Construction Inspector V	$ 60.00	$61.80
Construction Inspector IV	$ 42.65	$43.93
Construction Inspector III	$ 35.70	$36.77
Construction Inspector II	$ 28.83	$29.69
Survey Crew Chief	$ 31.73	$32.68
Instrument Person	$ 31.73	$32.68
Rodman	$ 15.99	$16.47
CADD Technician III	$ 29.76	$30.65
CADD Technician II	$ 26.72	$27.52
CADD Technician I	$ 18.64	$19.20
Senior Administrator	$ 35.94	$37.02
Administrative Assistant	$ 22.63	$23.31
Receptionist	$18.00	$18.54

DF-824-039
REV 12/04

AVERAGE HOURLY PROJECT RATES

IRM TranSystems
SB
RIME/SUPPLEMENT

DATE 07/01/10

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Material Training			Data Management			Inspection Coordination			Project Administration					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
rincipal in Charge	70.00	4	0.04%	0.03															
enior Project Manager	70.00	40	0.42%	0.29										4	0.29%	0.20			
roject Manager	62.32	0												40	2.92%	2.05			
onstruction Manager	61.80	0																	
hief Structural Engineer	61.80	0																	
enior Project Engineer	59.56	0																	
enior Transportation Planner	56.45	0																	
ransportation Planner	40.79	0																	
roject Engineer	52.54	3288	34.18%	17.96	96	44.44%	23.35	688	14.80%	7.78	1180	34.83%	18.30	1324	96.78%	50.85			
esident Engineer	51.85	0																	
enior Resident Inspector	44.95	0																	
esident Inspector	39.44	0																	
ssistant Resident Inspector	35.31	2024	21.04%	7.43	40	18.52%	6.54	1304	28.06%	9.91	680	20.07%	7.09						
esign Engineer III	43.87	0																	
esign Engineer II	36.44	1032	10.73%	3.91				1032	22.20%	8.09									
esign Engineer I	31.12	0																	
onstruction Inspector V	61.80	0																	
onstruction Inspector IV	43.93	1648	17.13%	7.53	80	37.04%	16.27	40	0.86%	0.38	1528	45.10%	19.81						
onstruction Inspector III	36.77	0																	
onstruction Inspector II	29.69	0																	
urvey Crew Chief	32.68	0																	
strument Person	32.68	0																	
odman	16.47	0																	
ADD Technician III	30.65	0																	
ADD Technician II	27.52	0																	
ADD Technician I	19.20	0																	
enior Administrator	37.02	0																	
dministrative Assistant	23.31	1480	15.38%	3.59				1480	31.84%	7.42									
eceptionist	18.54	104	1.08%	0.20				104	2.24%	0.41									
TOTALS		9620	100%	$40.93	216	100.00%	$46.16	4648	100%	$33.99	3388	100%	$45.20	1368	100%	$53.10	0	0%	$0.00

PREPARED BY THE AGREEMENTS UNIT

QC/QA Construction Engineer
Spec No. 80020
Chicago Department of Transportation

Classification Comparison

TranSystems IDOT Classification	TranSystems Classifications per Contract
Principle in Charge	Principal
Senior Project Manager	Principal Oversight
Project Engineer (Highway)	Program Manager
Project Engineer (Highway)	Project Manager
Construction Inspector IV	Source Inspection Manager
Assistant Resident Inspector	Field Operations Manager
Design Engineer II (Highway)	Database Development
Administrative Assistant	CDOT Liaison – Data Management
Administrative Assistant	Data Administration

CITY OF CHICAGO
DEPARTMENT OF TRANSPORTATION

COST ESTIMATE OF CONSULTANT SERVICES
2011 - 2012 DIRECT COSTS

CONSULTANT: TranSystems
PROJECT: QC/QA Construction Engineer
PROJECT NO:
SPECIFICATION NO.: 80020

DATE: June 15, 2010

	Description (1)		Unit (2)	Quantity (3)	Unit Cost (4)	Total Cost (5)
1	Program Manager	(1 Vehicle)	Day	260	$ 45.00	$ 11,700.00
2	Source Inspection Manager	(1 Vehicle)	Day	260	$ 45.00	$ 11,700.00
3	Parking Garage Passes	(2 Vehicles)	Month	24	$ 250.00	$ 6,000.00
4						
5	Database Hosting Site (Rackspace)		Month	12	$ 145.00	$ 1,740.00
6						
7	Travel Expenses (QA Steel Inspection Costs - Inspection trips)					
8		Mileage	Mile	5000	$ 0.50	$ 2,500.00
9		Meals	Day	20	$ 32.00	$ 640.00
10		Lodging	Day	20	$ 90.00	$ 1,800.00
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						

TOTAL $ 36,080.00

CITY OF CHICAGO
DEPARTMENT OF TRANSPORTATION

COST ESTIMATE OF CONSULTANT SERVICES
Services By Others 2011 - 2012 Direct Costs

CONSULTANT: TranSystems
PROJECT: QC/QA Construction Engineer
PROJECT NO:
SPECIFICATION NO.: 80020

DATE: June 15, 2010

	Description (1)	Unit (2)	Quantity (3)	Unit Cost (4)	Total Cost (5)
1	Project Coordination - Xerox copies	Each	7,150	$ 0.10	$ 715.00
2	(25 pages x 11 sets x 26 = 7,150 pages)				
3					
4	Reproduce and bind 8 ½ " x 11" reports	Each	20,000	$ 0.10	$ 2,000.00
5	(100 pages per report x 20 assignments x 10 sets = 20,000 pages)				
6					
7	Federal Express Deliveries	Each	25	$ 20.00	$ 500.00
8					
9					
10					
11					
13					
14					
15					
16					
17					
18					
19					
20					

TOTAL $ 3,215.00

Illinois Department of Transportation

Cost Estimate of Consultant Services (CPFF)

Firm	S.T.A.T.E. Testing LLC
Route	CDOT QA
Section	
County	
Job No.	
PTB & Item	2011

Date 07/08/10

Overhead Rate **138.72%**

Complexity Factor **0**

CPFF = 14.5%(DL + R(DL) + OH(DL) + IHDC)

DBE Drop Box	Item	Manhours (A)	Payroll (B)	Overhead & Fringe Benefits (C)	In-House Direct Costs (D)	Fixed Fee (E)	Units Of Work (F)	Services By Others/ Outside D. Costs (G)	DBE Total (B+C+D+E+F+G)	Total (B+C+D+E+F+G)	% of Grand Total
	Materials Engineering	725	34,334.50	47,628.82	13,500.00	13,905.91	124,534.63			233,903.85	30.30%
	Senior Technician PCC	400	14,200.00	19,698.24		4,941.60				38,839.84	5.03%
	Senior Technician HMA	400	14,200.00	19,698.24		4,941.60				38,839.84	5.03%
	Steel Inspection	2500	103,000.00	142,881.60		35,844.00				281,725.60	36.50%
	Precast Prestress Insp	200	7,100.00	9,849.12		2,470.80				19,419.92	2.52%
	IA Lab Samples	200	7,262.00	10,073.85		2,527.18				19,863.02	2.57%
	Documentation Technician	1800	50,940.00	70,663.97		17,727.12				139,331.09	18.05%
	TOTALS	6225	231,036.50	320,493.83	13,500.00	82,358.20	124,534.63	0.00	0.00	771,923.16	100.00%

DBE 0.00%

Illinois Department of Transportation

Payroll Rates

FIRM NAME S.T.A.T.E. Testing LLC **DATE** 06/30/10
PRIME/SUPPLEMENT Prime
PTB NO. 2011

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal Engineer	$ 70.00	$70.00
Associate Engineer	$ 60.00	$60.00
Senior Engineer	$ 32.97	$32.97
Professional Engineer	$ 52.02	$52.02
Materials Coordinator	$ 39.47	$39.47
Laboratory Manager	$ 36.31	$36.31
Quality Assurance Manager	$ 28.30	$28.30
Accountant	$ 36.16	$36.16
Senior Technician		$0.00
CWI	$ 41.20	$41.20
Level III Technician	$ 35.84	$35.84
Level II Technician	$ 33.36	$33.36
Level I Technician	$ 29.48	$29.48
Material Tester 2	$ 35.50	$35.50
Material Tester 1	$ 30.05	$30.05
Lab Technician II	$ 18.41	$18.41
Lab Technician	$ 12.88	$12.88
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00

Illinois Department of Transportation

Average Hourly Project Rates

Route CDOT QA
Section
County
Job No.
PTB/Item 2011

Consultant S.T.A.T.E. Testing LLC

Date 06/30/10

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Materials Engineering			Senior Technician PCC			Senior Technician HMA			Steel Inspection			Precast Prestress Insp		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal Engineer	70.00	150	2.41%	1.69	150	20.69%	14.48												
Associate Engineer	60.00	150	2.41%	1.45	150	20.69%	12.41												
Senior Engineer	32.97	100	1.61%	0.53	100	13.79%	4.55												
Professional Engineer	52.02	0			0														
Materials Coordinator	39.47	0																	
Laboratory Manager	36.31	200	3.21%	1.17															
Quality Assurance Manager	28.30	1800	28.92%	8.18															
Accountant	36.16	0																	
Senior Technician		0																	
CWI	41.20	2500	40.16%	16.55															
Level III Technician	35.84	0												2500	100.00%	41.20			
Level II Technician	33.36	0																	
Level I Technician	29.48	0																	
Material Tester 2	35.50	1325	21.29%	7.56	325	44.83%	15.91	400	100.00%	35.50	400	100.00%	35.50						
Material Tester 1	30.05	0															200	100.00%	35.50
Lab Technician II	18.41	0																	
Lab Technician	12.88	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		6225	100%	$37.11	725	100%	$47.36	400	100%	$35.50	400	100%	$35.50	2500	100%	$41.20	200	100%	$35.50

Illinois Department of Transportation

Average Hourly Project Rates

Route CDOT QA
Section
County
Job No.
PTB/Item 2011

Consultant S.T.A.T.E. Testing LLC

Date 06/30/10

Sheet 2 OF 1

Payroll Classification	Avg Hourly Rates	IA Lab Samples			Documentation Technician															
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal Engineer	70.00																		
Associate Engineer	60.00																		
Senior Engineer	32.97																		
Professional Engineer	52.02																		
Materials Coordinator	39.47																		
Laboratory Manager	36.31	200	100.00%	36.31															
Quality Assurance Manager	28.30				1800	100.00%	28.30												
Accountant	36.16																		
Senior Technician																			
Level III Technician	41.20																		
Level II Technician	35.84																		
Level I Technician	33.36																		
Material Tester 2	29.48																		
Material Tester 1	35.50																		
Lab Technician II	30.05																		
Lab Technician	18.41																		
#REF!	12.88																		
TOTALS		200	100%	$36.31	1800	100%	$28.30	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

Direct Cost Breakdown
CDOT QA
2011
S.T.A.T.E.Testing LLC

Vehicles

	Unit Cost	Quantity	Units	Total Cost	
Milage	$ 0.50	25000	Miles	$ 12,500.00	
Daily Vehicle	$ 45.00	300	Days	$ 13,500.00	
					$ 26,000.00

Lab Testing

BITUMINOUS MATERIALS LABORATORY SERVICES				
COMPLETE IDOT SUPERPAVE MIX DESIGN	$4,972		EACH	$0
TENSILE STRENGTH RATION (TSR) SUPERPAVE MIX DESIGN	$1,286		EACH	$0
BULK SPECIFIC GRAVITY (Gmb, or "d") GYRATORY SPECIMEN (AVG. OF 2)	$163		EACH	$0
SUPERPAVE AND SMA – MAXIMUM SPECIFIC GRAVITY(Gmm)	$82		EACH	$0
EXTRACTION (REFLUX) WITH WASHED GRAD. (ASTM D 2172,C 136)	$222		EACH	$0
SUPERPAVE – Volumetrics	$515	150	EACH	$77,250
PAVEMENT ANALYSIS – SINGLE CORE(4")				$0
W/SAW CUTTING (ASTM D 2726)	$57		EACH	$0
AGGREGATE LABORATORY SERVICES				
DRY GRADATION (ASTM C 136)	$88		EACH	$0
WASHED GRADATION (ASTM C 136)	$116		EACH	$0
SPECIFIC GRAVITY AND ABSORPTION (ASTM C 127, C 128)	$200		EACH	$0
PGE TESTING (Washed Gradation)	$293		EACH	$0
FIVE CYCLE SOUNDNESS			EACH	$0
	$351		EACH	$0
UNIT WEIGHT (ASTM C 29)	$100		EACH	$0
DELETERIOUS COUNT	$176		EACH	$0
PORTLAND CONCRETE LABORATORY SERVICES *				
COMPRESSIVE STRENGTH OF CYLINDERS WITH CURE TIME UP TO 28 DAYS-S.T.A.T.E. Tes	$22	100	EACH	$2,200
SULFUR CAPPING	$60		EACH	$0
SOILS LABORATORY SERVICES *				
STANDARD PROCTOR (AASHTO T99, ASTM D698)			EACH	$0
MODIFIED PROCTOR (AASHTO T180, ASTM D15	$181		EACH	$0
PLASTICITY INDEX (AASHTO T90, ASTM D4318)	$181		EACH	$0
TOTAL LABORATORY CHARGES				$79,450

S.T.A.T.E. Testing LLC

Premium Overtime*

			Premium	Est OT Hours			
Overtime	Senior Technician	$0.00	$ -	0	$	-	
	CWI	$40.00	$ 20.00	200	$	4,000.00	
	Level III	$34.80	$ 17.40	0	$	-	
	Level II	$32.39	$ 16.20	0	$	-	
	Level I	$28.62	$ 14.31	0	$	-	
	Material Tester 2	$34.47	$ 17.24	0	$	-	
	Material tester 1	$34.03	$ 17.02	0	$	-	
	*All Overtime must be approved by client prior to invoicing.						
Night Differential							
	Level III	$34.80	$ 3.48	0	$	-	
	Level II	$32.39	$ 3.24	0	$	-	
	Level I	$28.62	$ 2.86	0	$	-	
	Material Tester 2	$34.47	$ 3.45	100	$	344.70	
	Material tester 1	$34.03	$ 3.40	0	$	-	
	Per union Contract hours between 6pm and 6am receives 10% Shift differential.						$ 4,344.70
Premium Overtime due to Prevailing Wage							
Other	Cell Phone	$70	24	EACH	$1,680		$1,680.00
	Internet Usage	$60	$ 12.00	EACH	$720		$720.00
	Postage	$150		At Cost	$10		$839.93
	Lodging	$100	250	At Cost	$25,000		$25,000.00
	Meal Reimburse			At Cost	$10,000		$10,000.00
	Total Direct Cost						$ 138,034.63

Illinois Department of Transportation

Cost Estimate of Consultant Services (CPFF)

Firm	Great Lakes Soil & Env.
Route	Various
Section	Various
County	Cook
Job No.	
PTB & Item	
IDOT Contracts	CDOT

Date 06/30/10

Overhead Rate **157.01%**

Complexity Factor **0**

FF (E) = 0.145*(B+C+Vehicle Costs)

DBE Drop Box	Item	Manhours (A)	Payroll (B)	Overhead & Fringe Benefits (C)	In-House Direct Costs (D)	Fixed Fee (E)	Outside Direct Costs (F)	Services By Others (G)	DBE Total (B+C+D+E+F+G)	Total (B+C+D+E+F+G)	% of Grand Total
DBE	Principal Engineer	200	14,000.00	21,981.40		5,217.30			41,198.70	41,198.70	5.54%
DBE	QA Manager	150	6,602.56	10,366.68		2,460.54			19,429.77	19,429.77	2.61%
DBE	Staff Engineer	350	10,067.65	15,807.22		3,751.86			29,626.73	29,626.73	3.99%
DBE	Administrative Assistant	350	5,897.43	9,259.55		2,197.76			17,354.75	17,354.75	2.33%
DBE	Pick up Technician	600	13,137.96	20,627.91		4,896.05			38,661.92	38,661.92	5.20%
DBE	Materials Technician II	3410	129,453.57	203,255.06	210,262.50	54,171.80			597,142.93	597,142.93	80.32%
DBE									0.00		
DBE									0.00		
	TOTALS	5060	179,159.18	281,297.82	210,262.50	72,695.31	0.00	0.00	743,414.81	743,414.81	100.00%

DBE 100.00%

Printed 6/30/2010

Illinois Department of Transportation

Payroll Rates

FIRM NAME Great Lakes Soil & Env. **DATE** 06/30/10
PRIME/SUPPLEMENT TranSystems
PTB NO.

ESCALATION FACTOR 1.75%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal Engineer	$70.00	$70.00
QA Manager	$43.26	$44.02
Staff Engineer	$28.27	$28.76
Admin Assistant (Reports)	$16.56	$16.85
Pick up Technician	$21.52	$21.90
Materials Technician II	$37.31	$37.96
		$0.00
		$0.00
		$0.00
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		$0.00
		$0.00

Illinois Department of Transportation

Average Hourly Project Rates

Route	Various
Section	Various
County	Cook
Job No.	
PTB/Item	

Consultant Great Lakes Soil & Env.

Date 06/30/10

Sheet 1 **OF** 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Principal Engineer			QA Manager			Staff Engineer			Administrative Assistant			Pick up Technician		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal Engineer	70.00	200	3.95%	2.77	200	100.00%	70.00												
QA Manager	44.02	150	2.96%	1.30				150	100.00%	44.02									
Staff Engineer	28.76	350	6.92%	1.99							350	100.00%	28.76						
Admin Assistant (Reports)	16.85	350	6.92%	1.17										350	100.00%	16.85			
Pick up Technician	21.90	600	11.86%	2.60													600	100.00%	21.90
Materials Technician II	37.96	3410	67.39%	25.58															
		0																	
		0																	
		0																	
		0																	
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TOTALS		5060	100%	$35.41	200	100%	$70.00	150	100%	$44.02	350	100%	$28.76	350	100%	$16.85	600	100%	$21.90

Printed 6/30/2010

Illinois Department of Transportation

Route	Various
Section	Various
County	Cook
Job No.	
PTB/Item	

Consultant Great Lakes Soil & Env.

Average Hourly Project Rates

Date 06/30/10

Sheet 2 OF 1

Payroll Classification	Avg Hourly Rates	Materials Technician II																	
		Hours	% Part.	Wgtd Avg.	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal Engineer	70.00																		
QA Manager	44.02																		
Staff Engineer	28.76																		
Admin Assistant (Reports)	16.85																		
Pick up Technician	21.90																		
Materials Technician II	37.96	3410	100.00%	37.96															
TOTALS		3410	100%	$37.96	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

In-HOUSE DIRECT COSTS

CDOT 2010-2011

Item Description

Great Lakes Soil and Environmental Consultants, Inc.

						TOTAL
Misc. Shipping costs						
Ship samples						$ -
Pictures	MO @	$ 50.00 / MO (Billed at Actual Cost)				$ -
				Reproduction & Picture Totals:		$ -
VEHICLE MILEAGE NOT ELIGIBLE FOR PROFIT						
Vehicle Days		$ 45.00	Day	449		$ 20,205.00
Vehicle Days - QA Manager		$ 45.00	Day	365		$ 16,425.00
Parking Garage Pass (QA Manager)		$ 355.00	Month	12		$ 4,260.00
				Vehicle Totals:		$ 40,890.00
COMMUNICATION						
Phone/Radio Combo Units	22 MO @	$ 70.00 / MO			1 People	$ 1,540.00
				Communication Charge Totals:		$ 1,540.00
PREMIUM						
Premium Time	300 Hrs @	$ 18.66 / Hr			1 People	$ 5,596.50
Premium Time	0 Hrs @	$ 19.92 / Hr			1 People	$ -
				Premium Charge Totals:		$ 5,596.50
LABORATORY TESTING						
Nuclear Density Gauge Compaction		$ 45.00	Day	444		$ 19,980.00
Modified Proctor Tests (AASHTO T180)		$ 186.00	Each	10		$ 1,860.00
Standard Proctor Tests (AASHTO T99)			Each	0		$ -
Organic Content		$ 60.00	Each	10		$ 600.00
L.A. Abrasion			Each	0		$ -
Aggregate Wash Gradations (PCC, HMA)		$ 116.00	Each	120		$ 13,920.00
PGE Gradation			Each	0		$ -
Atterberg Limits			Each	0		$ -
Sieve Analysis with Hydrometer Tests			Each	0		$ -
Concrete						
Compressive Strength		$ 22.00	Per trip	933		$ 20,526.00
Pick up Charge		$ 85.00	Per trip	0		$ -
Hot Mixed Asphalt						
HMA Air Voids		$ 515.00	Each	80		$ 41,200.00
HMA Mix Verification		$ 702.00	Each	10		$ 7,020.00
Core Density		$ 57.00	Each	150		$ 8,550.00
Reflux Extraction & Gradation		$ 222.00	Each	75		$ 16,650.00
Ignition & Gradation		$ 206.00	Each	75		$ 15,450.00
HPCP Moisture Test		$ 412.00	Each	40		$ 16,480.00
				Laboratory Testing Charge Totals:		$ 162,236.00
				TOTALS:		$ 210,202.50

CITY OF CHICAGO
DEPARTMENT OF TRANSPORTATION
BUREAU OF BRIDGES AND TRANSIT

COST ESTIMATE OF CONSULTANT SERVICES
SUMMARY SHEET

CONSULTANT: Geo Services, Inc.- 2010 CQA Contract
PROJECT: Quality Control / Quality Assurance Construction Engineer
PROJECT NO..
SPECIFICATION NO..

DATE: Year 2 (2011 - 2012)

DBE PERCENTAGE: 100.00%
COMPLEXITY FACTOR: 0
IDOT Overhead 201.24%
Fixed Fee = 0.145 x (Payroll + OH + Inhouse Direct Cost)

	Firm (1) Name	DBE	Projected Hours (2)	Total Avg. Hourly Rate (3)	Payroll (4)	Burden & Overhead (5) Percent	Burden & Overhead (5) Total	Direct Costs (incl in FF) (6)	Fixed Fee (7)	Direct Costs (not incl in FF) (8)	Total (9)	Percent Of Grand Total (10)
1												
2	Geo Services, Inc.	DBE	1,995.00	$ 37.80	$ 75,411.00	201.24%	$ 151,757.11	$ 13,500.00	$ 34,896.88	$ 23,179.88	$ 298,744.86	100.00%
3												
5												
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17												
18												
19												
20												
	GRAND TOTALS		1,995.00	$ 37.80	$ 75,411.00		$ 151,757.11	$ 13,500.00	$ 34,896.88	$ 23,179.88	$ 298,744.86	100.00%

CITY OF CHICAGO
DEPARTMENT OF TRANSPORTATION
BUREAU OF BRIDGES AND TRANSIT

COST ESTIMATE OF CONSULTANT SERVICES
AVERAGE HOURLY PROJECT RATES

CONSULTANT: Geo Services, Inc.- 2010 CQA Contract
PROJECT: Quality Control / Quality Assurance Construction Engineer
PROJECT NO.:
SPECIFICATION NO.:

DATE: Year 2 (2011 - 2012)

	Classification / Project Role (1)	Hourly Rate (2)	Projected Hours (3)				Percent Participation (4)	Weighted Amount (5)
			Pre	Const	Post	Total		
1	Principal Engineer	$ 70.00		12		12	0.60%	$ 0.42
2	Senior Geotechnical/Materials Engineer	$ 70.00		-		-	0.00%	$ -
3	Project Manager	$ 60.56		25		25	1.25%	$ 0.76
4	Project Engineer	$ 36.05		275		275	13.78%	$ 4.97
5	Assistant Project Engineer	$ 33.48				-	0.00%	$ -
6	Geotechnical Engineer	$ 44.29				-	0.00%	$ -
7	Environmental Engineer	$ 43.26				-	0.00%	$ -
8	Project Coordinator	$ 41.20				-	0.00%	$ -
9	Staff Engineering	$ 30.90				-	0.00%	$ -
10	CADD Professional	$ 43.00				-	0.00%	$ -
11	Materials Coordinator	$ 46.35				-	0.00%	$ -
12	Material Tester I	$ 37.85		1,353		1,353	67.82%	$ 25.67
13	Material Tester II	$ 39.40		250		250	12.53%	$ 4.94
14	Secretary / Administrative Assistant	$ 25.75		80		80	4.01%	$ 1.03
	TOTALS		-	1,995	-	1,995	100.0%	$ 37.79

CITY OF CHICAGO
DEPARTMENT OF TRANSPORTATION
BUREAU OF BRIDGES AND TRANSIT

COST ESTIMATE OF CONSULTANT SERVICES

CONSULTANT: Geo Services, Inc.- 2010 CQA Contract
PROJECT: Quality Control / Quality Assurance Construction Engineer
PROJECT NO.:
SPECIFICATION NO.

DATE: Year 2 (2011 - 2012)
Year 2 (2011 - 2012)

	Description (1)		Unit (2)	Quantity (3)	Unit Cost (4)	Total Cost (5)
1	Vehicle	(Approved by IDOT for Fee Calculation)	DAYS	300	$ 45.00	$ 13,500.00
2	Parking Downtown		EACH	-	$ 30.00	$ -
3	***LABORATORY TESTING***					
4	CONCRETE		EACH			
5		Compressive Strength, Mortar Cubes (AASHTO T 106)	EACH	5	$ 26.00	$ 130.00
6		Compressive Strength, Sulfur Capped (AASHTO T 22 and T 231)	EACH	45	$ 60.00	$ 2,700.00
7		Compressive Strength (AASHTO T 22)	EACH	177	$ 22.00	$ 3,894.00
8		Flexural Strength (AASHTO T 177)	EACH	5	$ 46.00	$ 230.00
9	AGGREGATES		EACH			
10		Gradation, Dry (ASSHTO T 27)	EACH	5	$ 88.00	$ 440.00
11		Gradation, Washed (AASHTO T 27 and T 11)	EACH	5	$ 116.00	$ 580.00
12		Gradation, Washed (PGE)	EACH	5	$ 293.00	$ 1,465.00
13		Percent Passing No. 200 Sieve	EACH	2	$ 176.00	$ 352.00
14		Slag Count	EACH	-	$ 176.00	$ -
15		Soundness Analysis	EACH	-	$ 351.00	$ -
16		Specific Gravity Verification	EACH	-	$ 152.00	$ -
17		Specific Gravity, Coarse (AASHTO T 85)	EACH	-	$ 200.00	$ -
18		Specific Gravity, Fine (AASHTO T 84)	EACH	-	$ 200.00	$ -
19	HOT MIX ASPHALT					
20		Bulk Specific Gravity, Gmb (AASHTO T166)	EACH	5	$ 163.00	$ 815.00
21		Maximum Specific Gravity, Gmm (AASHTO T 209)	EACH	5	$ 82.00	$ 410.00
22		Core Sample Testing (AASHTO 166)	EACH	5	$ 57.00	$ 285.00
23		Draindown Test (AASHTO T 305)	EACH	5	$ 176.00	$ 880.00
24		Ignition Burn with Washed Gradation (AASHTO T 308, T 27, and T 11)	EACH	5	$ 206.00	$ 1,030.00
25		Reflux Extraction with Washed Gradation (AASHTO T 164 and T 30)	EACH	5	$ 222.00	$ 1,110.00
26		Volumetrics, Gmm, Gmb, and Voids (AASHTO T 209, and T 166)	EACH	5	$ 515.00	$ 2,575.00
27	SOILS					
28		Atterberg Limits (AASHTO T 89 and T 90)	EACH	-	$ 82.00	$ -
29		Grain Size Analysis with Hydrometer (AASHTO T 88)	EACH	-	$ 146.00	$ -
30		Hydraulic Conductivity (ASTM D 5084)	EACH	-	$ 351.00	$ -
31		Illinois Bearing Ratio	EACH	-	$ 527.00	$ -
32		Moisture Content (AASHTO T 265)	EACH	-	$ 6.00	$ -
33		Organic Content, LOI (AASHTO T 267)	EACH	-	$ 60.00	$ -
34		Organic Content, Wet (AASHTO T 194)	EACH	-	$ 88.00	$ -
35		Percent Passing No. 200 Sieve (ASTM D 1140)	EACH	-	$ 60.00	$ -
36		Ph Determination	EACH	-	$ 46.00	$ -
37		Proctor, Modified (AASHTO T 180)	EACH	-	$ 186.00	$ -
38		Proctor, Standard (AASHTO T 99)	EACH	-	$ 186.00	$ -
39		Sieve Analysis, non-cohesive (AASHTO T 88)	EACH	-	$ 99.00	$ -
40		Soil Classification (ASTM D 2488/D 2487)	EACH	-	$ 8.00	$ -
41		Unconfined Compressive Strength (AASHTO T 208)	EACH	-	$ 70.00	$ -
42		Wet Sample Preparation (AASHTO T 146)	EACH	-	$ 60.00	$ -
43	Miscellaneous					
44		Nuclear Gauge	DAYS	60	$ 41.00	$ 2,460.00
45		Sample Pick-up Charge	EACH	-	$ 258.00	$ -
46		Day Night (Shift) Transition Charge	PERSON	-	$ 618.00	$ -
47		Pour Cancellation Charge	PERSON	-	$ 464.00	$ -
48		Pullout Testing Equipment	DAYS	-	$ 258.00	$ -
49		Core Rig & Crew (8 hr min)	DAYS	-	$ 361.00	$ -
50	Premium Time	Weekdays and Saturdays (Additional)				
51		Materials Coordinator	HOUR	-	$ 23.18	$ -
52		Material Tester I	HOUR	150	$ 18.93	$ 2,838.94
53		Material Tester II	HOUR	50	$ 19.70	$ 984.94
54		Secretary / Administrative Assistant	HOUR	-	$ 12.88	$ -
55	Premium Time	Sundays and Holidays (Additional)				
56		Materials Coordinator	HOUR	-	$ 46.35	$ -
57		Material Tester I	HOUR	-	$ 37.85	$ -
58		Material Tester II	HOUR	-	$ 39.40	$ -
59		Secretary / Administrative Assistant	HOUR	-	$ 25.75	$ -

TOTAL $ 36,679.88

Amount Approved by IDOT for Fixed Fee Calculation $ 13,500.00

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

DF-824-039
REV 12/04

FIRM Wang Engineering, Inc.
PSB
PRIME/SUPPLEMENT Prime

OVERHEAD RATE 1.8718
COMPLEXITY FACTOR 0

DATE 06/29/10

Cost Plus Fixed Fees = 14.5% [DL+R(DL) +OH(DL)]

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
DBE	QA Testing 2010	1005	27,719.10	51,884.61		11,542.54			91,146.25	91,146.25	89.99%
DBE	Direct Cost (See Attached)		0.00	0.00	10,142.00				10,142.00	10,142.00	10.01%
	Subconsultant DL					0.00					
	TOTALS	1005	27,719.10	51,884.61	10,142.00	11,542.54	0.00	0.00	101,288.25	101,288.25	100.00%

DBE 100.00%

Fixed Fee Calculation
Cost Plus Fixed Fees = 14.5% [DL+R(DL) +OH(DL)]

DL = Direct Labor $ 27,719.10
R = Complexity Factor 0
OH = Overhead/Burden 187.18%

Fixed Fee = 14.5% x [$27,719.10 + (187.18% x $27,719.10)]
Fixed Fee = 14.5% x ($27,719.10 + $51,884.61)
Fixed Fee = 14.5% x $79,603.71
Fixed Fee = $ 11,542.54

PREPARED BY THE AGREEMENTS UNIT

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PAYROLL RATES

FIRM NAME Wang Engineering, Inc. **DATE**
PRIME/SUPPLEMENT Prime
PSB NO.

ESCALATION FACTOR **0.00%**

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal in Charge	$59.89	$59.89
Senior Engineer/Project Manager	$46.22	$46.22
QC/QA Reviewer	$24.76	$24.76
Project Engineer	$30.34	$30.34
Senior Inspectors/Documentation	$29.66	$29.66
Field Inspectors/Documentation	$22.09	$22.09
Laboratory Technician	$17.57	$17.57
Project Administrative Assistant	$24.81	$24.81
I.U.O.E. Local 150 Level I Materials Tester (1)	$28.16	$28.16
I.U.O.E. Local 150 Level II Materials Tester (1)	$30.79	$30.79
Illinois Prevailing Wage Level I Materials Tester (2)	$25.96	$25.96
Illinois Prevailing Wage Level II Materials Tester (2)	$31 11	$31.11
		$0.00
		$0.00
		$0.00
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		$0.00
		$0.00
		$0.00
		$0.00
		$0.00

DF-824-039
REV 12/04

AVERAGE HOURLY PROJECT RATES

FIRM Wang Engineering, Inc.
PSB
PRIME/SUPPLEMENT Prime

DATE 06/29/10

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES Hours	% Part.	Wgtd Avg	QA Testing 2010 Hours	% Part.	Wgtd Avg	Direct Cost (See Attached) Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal in Charge	59.89	0																	
Senior Engineer/Proj	46.22	55	5.47%	2.53	55	5.47%	2.53					-							
QC/QA Reviewer	24.76	0																	
Project Engineer	30.34	0																	
Senior Inspectors/Do	29.66	0																	
Field Inspectors/Doc	22.09	0																	
Laboratory Technicia	17.57	0																	
Project Administrativ	24.81	0																	
I.U.O.E. Local 150 L	28.16	0																	
I.U.O.E. Local 150 L	30.79	0																	
Illinois Prevailing Wa	25.96	850	84.58%	21.96	850	84.58%	21.96												
Illinois Prevailing Wa	31.11	100	9.95%	3.10	100	9.95%	3.10												
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TOTALS		1005	100%	$27.58	1005	100.00%	$27.58	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

PREPARED BY THE AGREEMENTS UNIT

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

FIRM TranSystems
PSB QCQA Engr. Services
PRIME/SUPPLEMENT 2012-2013

OVERHEAD RATE 151.8%
COMPLEXITY FACTOR 0

DATE 07/08/10

Fixed Fee = 0.145(Payroll + OH&B + IHDC) (*)

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Material Training	216	10,269.68	15,589.38		3,749.56				29,608.62	0.93%
	Data Management	4648	162,719.31	247,007.92		59,410.45				469,137.68	14.73%
	Inspection Coordination	3388	157,725.49	239,427.29	36,200.00	60,980.15	3,215.00			497,547.93	15.62%
	Project Administration	1368	74,730.26	113,440.53		27,284.76				215,455.55	6.77%
	S.T.A.T.E. Testing							794,105.21		794,105.21	24.94%
	Great Lakes Soil & Env							766,543.98	766,543.98	766,543.98	24.07%
	Geo Services, Inc.							307,846.68	307,846.68	307,846.68	9.67%
	Wang Engineering							104,100.76	104,100.76	104,100.76	3.27%
	TOTALS	9620	405,444.74	615,465.12	36,200.00	151,424.93	3,215.00	1,972,596.63	1,178,491.42	3,184,346.42	100.00%

Note:
(*) IHDC for fixed fee calculation only includes company vehicle cost

DBE 37.01%

PAYROLL RATES

FIRM NAME TranSystems DATE 07/01/10
PRIME/SUPPLEMENT
PSB NO.

ESCALATION FACTOR 3.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal In Charge	$ 70.00	$70.00
Senior Project Manager	$ 70.00	$70.00
Project Manager	$ 62.32	$64.18
Construction Manager	$ 61.80	$63.65
Chief Structural Engineer	$ 61.80	$63.65
Senior Project Engineer	$ 59.56	$61.35
Senior Transportation Plann	$ 56.45	$58.15
Transportation Planner	$ 40.79	$42.01
Project Engineer	$ 52.54	$54.12
Resident Engineer	$ 51.85	$53.41
Senior Resident Inspector	$ 44.95	$46.30
Resident Inspector	$ 39.44	$40.62
Assistant Resident Inspecto	$ 35.31	$36.37
Design Engineer III	$ 43.87	$45.18
Design Engineer II	$ 36.44	$37.53
Design Engineer I	$ 31.12	$32.05
Construction Inspector V	$ 61.80	$63.65
Construction Inspector IV	$ 43.93	$45.25
Construction Inspector III	$ 36.77	$37.87
Construction Inspector II	$ 29.69	$30.59
Survey Crew Chief	$ 32.68	$33.66
Instrument Person	$ 32.68	$33.66
Rodman	$ 16.47	$16.96
CADD Technician III	$ 30.65	$31.57
CADD Technician II	$ 27.52	$28.35
CADD Technician I	$ 19.20	$19.78
Senior Administrator	$ 37.02	$38.13
Administrative Assistant	$ 23.31	$24.01
Receptionist	$18.54	$19.10

DF-824-039
REV 12/04

AVERAGE HOURLY PROJECT RATES

FIRM TranSystems

PSB

PRIME/SUPPLEMENT

DATE 07/01/10

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Material Training			Data Management			Inspection Coordination			Project Administration					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal in Charge	70.00	4	0.04%	0.03															
Senior Project Manager	70.00	40	0.42%	0.29										4	0.29%	0.20			
Project Manager	64.18	0												40	2.92%	2.05			
Construction Manager	63.65	0																	
Chief Structural Engineer	63.65	0																	
Senior Project Engineer	61.35	0																	
Senior Transportation Planner	58.15	0																	
Transportation Planner	42.01	0																	
Project Engineer	54.12	3288	34.18%	18.50	96	44.44%	24.05	688	14.80%	8.01	1180	34.83%	18.85	1324	96.78%	52.38			
Resident Engineer	53.41	0																	
Senior Resident Inspector	46.30	0																	
Resident Inspector	40.62	0																	
Assistant Resident Inspector	36.37	2024	21.04%	7.65	40	18.52%	6.73	1304	28.06%	10.20	680	20.07%	7.30						
Design Engineer III	45.18	0																	
Design Engineer II	37.53	1032	10.73%	4.03				1032	22.20%	8.33									
Design Engineer I	32.05	0																	
Construction Inspector V	63.65	0																	
Construction Inspector IV	45.25	1648	17.13%	7.75	80	37.04%	16.76	40	0.86%	0.39	1528	45.10%	20.41						
Construction Inspector III	37.87	0																	
Construction Inspector II	30.59	0																	
Survey Crew Chief	33.66	0																	
Instrument Person	33.66	0																	
Rodman	16.96	0																	
CADD Technician III	31.57	0																	
CADD Technician II	28.35	0																	
CADD Technician I	19.78	0																	
Senior Administrator	38.13	0																	
Administrative Assistant	24.01	1480	15.38%	3.69				1480	31.84%	7.64									
Receptionist	19.10	104	1.08%	0.21				104	2.24%	0.43									
TOTALS		9620	100%	$42.15	216	100.00%	$47.54	4648	100%	$35.01	3388	100%	$46.55	1368	100%	$54.63	0	0%	$0.00

PREPARED BY THE AGREEMENTS UNIT

QC/QA Construction Engineer
Spec No. 80020
Chicago Department of Transportation

Classification Comparison

TranSystems IDOT Classification	TranSystems Classifications per Contract
Principle in Charge	Principal
Senior Project Manager	Principal Oversight
Project Engineer (Highway)	Program Manager
Project Engineer (Highway)	Project Manager
Construction Inspector IV	Source Inspection Manager
Assistant Resident Inspector	Field Operations Manager
Design Engineer II (Highway)	Database Development
Administrative Assistant	CDOT Liaison – Data Management
Administrative Assistant	Data Administration

CITY OF CHICAGO
DEPARTMENT OF TRANSPORTATION

COST ESTIMATE OF CONSULTANT SERVICES
2012 - 2013 DIRECT COSTS

CONSULTANT: TranSystems
PROJECT: QC/QA Construction Engineer
PROJECT NO:
SPECIFICATION NO.: 80020

DATE: June 15, 2010

	Description (1)		Unit (2)	Quantity (3)	Unit Cost (4)	Total Cost (5)
1	Program Manager	(1 Vehicle)	Day	260	$ 45.00	$ 11,700.00
2	Source Inspection Manager	(1 Vehicle)	Day	260	$ 45.00	$ 11,700.00
3	Parking Garage Passes	(2 Vehicles)	Month	24	$ 250.00	$ 6,000.00
4						
5	Database Hosting Site (Rackspace)		Month	12	$ 155.00	$ 1,860.00
6						
7	Travel Expenses (QA Steel Inspection Costs - Inspection trips)					
8		Mileage	Mile	5000	$ 0.50	$ 2,500.00
9		Meals	Day	20	$ 32.00	$ 640.00
10		Lodging	Day	20	$ 90.00	$ 1,800.00
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						

TOTAL $ 36,200.00

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CITY OF CHICAGO
DEPARTMENT OF TRANSPORTATION

COST ESTIMATE OF CONSULTANT SERVICES
Services By Others 2012 - 2013 Direct Costs

CONSULTANT: TranSystems
PROJECT: QC/QA Construction Engineer
PROJECT NO:
SPECIFICATION NO.: 80020

DATE: June 15, 2010

	Description (1)	Unit (2)	Quantity (3)	Unit Cost (4)	Total Cost (5)
1	Project Coordination - Xerox copies	Each	7,150	$ 0.10	$ 715.00
2	(25 pages x 11 sets x 26 = 7,150 pages)				
3					
4	Reproduce and bind 8 ½ " x 11" reports	Each	20,000	$ 0.10	$ 2,000.00
5	(100 pages per report x 20 assignments x 10 sets = 20,000 pages)				
6					
7	Federal Express Deliveries	Each	25	$ 20.00	$ 500.00
8					
9					
10					
11					
13					
14					
15					
16					
17					
18					
19					
20					

TOTAL $ 3,215.00

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Illinois Department of Transportation

Cost Estimate of Consultant Services (CPFF)

Firm	S.T.A.T.E. Testing LLC
Route	CDOT QA
Section	
County	
Job No.	
PTB & Item	2012

Date 07/08/10

Overhead Rate **138.72%**

Complexity Factor **0**

CPFF = 14.5%(DL + R(DL) + OH(DL) + IHDC)

DBE Drop Box	Item	Manhours (A)	Payroll (B)	Overhead & Fringe Benefits (C)	In-House Direct Costs (D)	Fixed Fee (E)	Units Of Work (F)	Services By Others/ Outside D. Costs (G)	DBE Total (B+C+D+E+F+G)	Total (B+C+D+E+F+G)	% of Grand Total
	Materials Engineering	700	33,867.00	46,980.30	13,500.00	13,743.22	124,241.54			232,332.06	29.26%
	Senior Technician PCC	400	14,628.00	20,291.96		5,090.54				40,010.51	5.04%
	Senior Technician HMA	400	14,628.00	20,291.96		5,090.54				40,010.51	5.04%
	Steel Inspection	2500	106,100.00	147,181.92		36,922.80				290,204.72	36.54%
	Precast Prestress Insp	200	7,314.00	10,145.98		2,545.27				20,005.25	2.52%
	IA Lab Samples	235	8,789.00	12,192.10		3,058.57				24,039.67	3.03%
	Documentation Technician	1850	53,927.50	74,808.23		18,766.77				147,502.50	18.57%
	TOTALS	6285	239,253.50	331,892.46	13,500.00	85,217.72	124,241.54	0.00	0.00	794,105.21	100.00%

DBE 0.00%

Illinois Department of Transportation

Payroll Rates

FIRM NAME	S.T.A.T.E. Testing LLC	**DATE**	06/30/10
PRIME/SUPPLEMENT	Prime		
PTB NO.	2012		

ESCALATION FACTOR **0.00%**

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal Engineer	$ 70.00	$70.00
Associate Engineer	$ 60.00	$60.00
Senior Engineer	$ 33.96	$33.96
Professional Engineer	$ 55.19	$55.19
Materials Coordinator	$ 41.87	$41.87
Laboratory Manager	$ 37.40	$37.40
Quality Assurance Manager	$ 29.15	$29.15
Accountant	$ 37.24	$37.24
Senior Technician		$0.00
CWI	$ 42.44	$42.44
Level III Technician	$ 36.92	$36.92
Level II Technician	$ 34.36	$34.36
Level I Technician	$ 30.36	$30.36
Material Tester 2	$ 36.57	$36.57
Material Tester 1	$ 30.96	$30.96
Lab Technician II	$ 18.96	$18.96
Lab Technician	$ 13.27	$13.27
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
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		$0.00
		$0.00
		$0.00

Illinois Department of Transportation

Route CDOT QA
Section
County
Job No.
PTB/Item 2012

Consultant S.T.A.T.E. Testing LLC

Average Hourly Project Rates

Date 06/30/10

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Materials Engineering			Senior Technician PCC			Senior Technician HMA			Steel Inspection			Precast Prestress Insp		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal Engineer	70.00	150	2.39%	1.67	150	21.43%	15.00												
Associate Engineer	60.00	150	2.39%	1.43	150	21.43%	12.86												
Senior Engineer	33.96	100	1.59%	0.54	100	14.29%	4.85												
Professional Engineer	55.19	0			0														
Materials Coordinator	41.87	0																	
Laboratory Manager	37.40	235	3.74%	1.40															
Quality Assurance Manager	29.15	1850	29.44%	8.58															
Accountant	37.24	0																	
Senior Technician		0																	
CWI	42.44	2500	39.78%	16.88															
Level III Technician	36.92	0																	
Level II Technician	34.36	0												2500	100.00%	42.44			
Level I Technician	30.36	0																	
Material Tester 2	36.57	1300	20.68%	7.56	300	42.86%	15.67	400	100.00%	36.57	400	100.00%	36.57						
Material Tester 1	30.96	0															200	100.00%	36.57
Lab Technician II	18.96	0																	
Lab Technician	13.27	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
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		0																	
TOTALS		6285	100%	$38.07	700	100%	$48.38	400	100%	$36.57	400	100%	$36.57	2500	100%	$42.44	200	100%	$36.57

Illinois Department of Transportation

Average Hourly Project Rates

Route: CDOT QA
Section:
County:
Job No.:
PTB/Item: 2012

Consultant: S.T.A.T.E. Testing LLC

Date: 06/30/10

Sheet 2 OF 1

Payroll Classification	Avg Hourly Rates	IA Lab Samples Hours	% Part.	Wgtd Avg	Documentation Technician Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal Engineer	70.00																		
Associate Engineer	60.00																		
Senior Engineer	33.96																		
Professional Engineer	55.19																		
Materials Coordinator	41.87																		
Laboratory Manager	37.40	235	100.00%	37.40															
Quality Assurance Manager	29.15				1850	100.00%	29.15												
Accountant	37.24																		
Senior Technician																			
Level III Technician	42.44																		
Level II Technician	36.92																		
Level I Technician	34.36																		
Material Tester 2	30.36																		
Material Tester 1	36.57																		
Lab Technician II	30.96																		
Lab Technician	18.96																		
#REF!	13.27																		
TOTALS		235	100%	$37.40	1850	100%	$29.15	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

Direct Cost Breakdown
CDOT QA
2012
S.T.A.T.E. Testing LLC

Vehicles

	Unit Cost	Quantity	Units	Total Cost	
Milage	$ 0.50	25000	Miles	$ 12,500.00	
Daily Vehicle	$ 45.00	300	Days	$ 13,500.00	
					$ 26,000.00

Lab Testing

BITUMINOUS MATERIALS LABORATORY SERVICES				
COMPLETE IDOT SUPERPAVE MIX DESIGN	$4,972		EACH	$0
TENSILE STRENGTH RATION (TSR)				
SUPERPAVE MIX DESIGN	$1,286		EACH	$0
BULK SPECIFIC GRAVITY (Gmb, or "d")				
GYRATORY SPECIMEN (AVG. OF 2)	$163		EACH	$0
SUPERPAVE AND SMA – MAXIMUM SPECIFIC				
GRAVITY(Gmm)	$82		EACH	$0
EXTRACTION (REFLUX) WITH WASHED GRAD.				
(ASTM D 2172,C 136)	$222		EACH	$0
SUPERPAVE – Volumetrics	$515	150	EACH	$77,250
PAVEMENT ANALYSIS – SINGLE CORE(4")				$0
W/SAW CUTTING (ASTM D 2726)	$57		EACH	$0
AGGREGATE LABORATORY SERVICES				
DRY GRADATION (ASTM C 136)	$88		EACH	$0
WASHED GRADATION (ASTM C 136)	$116		EACH	$0
SPECIFIC GRAVITY AND ABSORPTION (ASTM				
C 127, C 128)	$200		EACH	$0
PGE TESTING (Washed Gradation)	$293		EACH	$0
FIVE CYCLE SOUNDNESS			EACH	$0
	$351		EACH	$0
UNIT WEIGHT (ASTM C 29)	$100		EACH	$0
DELETERIOUS COUNT	$176		EACH	$0
PORTLAND CONCRETE LABORATORY SERVICES *				
COMPRESSIVE STRENGTH OF CYLINDERS				
WITH CURE TIME UP TO 28 DAYS-S.T.A.T.E. Tes	$22	100	EACH	$2,200
SULFUR CAPPING	$60		EACH	$0
SOILS LABORATORY SERVICES *				
STANDARD PROCTOR (AASHTO T99, ASTM D698)			EACH	$0
MODIFIED PROCTOR (AASHTO T180, ASTM D15	$181		EACH	$0
PLASTICITY INDEX (AASHTO T90, ASTM D4318)	$181		EACH	$0
TOTAL LABORATORY CHARGES				$79,450

S.T.A.T.E. Testing LLC
Premium Overtime*

			Premium	Est OT Hours			
Overtime	Senior Technician	$0.00	$ -	0	$	-	
	CWI	$40.00	$ 20.00	200	$	4,000.00	
	Level III	$34.80	$ 17.40	0	$	-	
	Level II	$32.39	$ 16.20	0	$	-	
	Level I	$28.62	$ 14.31	0	$	-	
	Material Tester 2	$34.47	$ 17.24	0	$	-	
	Material tester 1	$34.03	$ 17.02	0	$	-	
	*All Overtime must be approved by client prior to invoicing.						
Night Differential							
	Level III	$34.80	$ 3.48	0	$	-	
	Level II	$32.39	$ 3.24	0	$	-	
	Level I	$28.62	$ 2.86	0	$	-	
	Material Tester 2	$34.47	$ 3.45	100	$	344.70	
	Material tester 1	$34.03	$ 3.40	0	$	-	
	Per union Contract hours between 6pm and 6am receives 10% Shift differential.						$ 4,344.70
Premium Overtime due to Prevailing Wage							
Other	Cell Phone	$70	24	EACH	$1,680		$1,680.00
	Internet Usage	$60	$ 12.00	EACH	$720		$720.00
	Postage	$150		At Cost	$10		$546.84
	Lodging	$100	250	At Cost	$25,000		$25,000.00
	Meal Reimburse			At Cost	$10,000		$10,000.00
	Total Direct Cost						$ 137,741.54

Illinois Department of Transportation

Cost Estimate of Consultant Services (CPFF)

Firm	Great Lakes Soil & Env.
Route	Various
Section	Various
County	Cook
Job No.	
PTB & Item	
IDOT Contracts	CDOT

Date 06/30/10

Overhead Rate **157.01%**

Complexity Factor . **0**

FF (E) = 0.145*(B+C+Vehicle Costs)

DBE Drop Box	Item	Manhours (A)	Payroll (B)	Overhead & Fringe Benefits (C)	In-House Direct Costs (D)	Fixed Fee (E)	Outside Direct Costs (F)	Services By Others (G)	DBE Total (B+C+D+E+F+G)	Total (B+C+D+E+F+G)	% of Grand Total
DBE	Principal Engineer	200	14,000.00	21,981.40		5,217.30			41,198.70	41,198.70	5.37%
DBE	QA Manager	150	6,800.97	10,678.20		2,534.48			20,013.65	20,013.65	2.61%
DBE	Staff Engineer	350	10,370.36	16,282.50		3,864.67			30,517.53	30,517.53	3.98%
DBE	Administrative Assistant	350	6,075.49	9,539.13		2,264.12			17,878.74	17,878.74	2.33%
DBE	Pick up Technician	600	13,534.79	21,250.97		5,043.93			39,829.68	39,829.68	5.20%
DBE	Materials Technician II	3425	133,926.15	210,277.45	217,063.50	55,838.57			617,105.66	617,105.66	80.50%
DBE									0.00		
									0.00		
	TOTALS	5075	184,707.76	290,009.65	217,063.50	74,763.07	0.00	0.00	766,543.98	766,543.98	100.00%

DBE 100.00%

Illinois Department of Transportation

Payroll Rates

FIRM NAME Great Lakes Soil & Env. **DATE** 06/30/10
PRIME/SUPPLEMENT TranSystems
PTB NO.

ESCALATION FACTOR 1.75%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal Engineer	$70.00	$70.00
QA Manager	$44.56	$45.34
Staff Engineer	$29.12	$29.63
Admin Assistant (Reports)	$17.06	$17.36
Pick up Technician	$22.17	$22.56
Materials Technician II	$38.43	$39.10
		$0.00
		$0.00
		$0.00
		$0.00
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Illinois Department of Transportation

Average Hourly Project Rates

Route	Various
Section	Various
County	Cook
Job No.	
PTB/Item	

Consultant: Great Lakes Soil & Env.

Date: 06/30/10

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Principal Engineer			QA Manager			Staff Engineer			Administrative Assistant			Pick up Technician		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal Engineer	70.00	200	3.94%	2.76	200	100.00%	70.00												
QA Manager	45.34	150	2.96%	1.34				150	100.00%	45.34									
Staff Engineer	29.63	350	6.90%	2.04							350	100.00%	29.63						
Admin Assistant (Reports)	17.36	350	6.90%	1.20										350	100.00%	17.36			
Pick up Technician	22.56	600	11.82%	2.67													600	100.00%	22.56
Materials Technician II	39.10	3425	67.49%	26.39															
		0																	
		0																	
		0																	
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TOTALS		5075	100%	$36.40	200	100%	$70.00	150	100%	$45.34	350	100%	$29.63	350	100%	$17.36	600	100%	$22.56

Illinois Department of Transportation

Average Hourly Project Rates

Route	Various
Section	Various
County	Cook
Job No.	
PTB/Item	

Consultant: Great Lakes Soil & Env.

Date: 06/30/10

Sheet 2 OF 1

Payroll Classification	Avg Hourly Rates	Materials Technician II Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal Engineer	70.00																		
QA Manager	45.34																		
Staff Engineer	29.63																		
Admin Assistant (Reports)	17.36																		
Pick up Technician	22.56																		
Materials Technician II	39.10	3425	100.00%	39.10															
TOTALS		3425	100%	$39.10	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

Printed 6/30/2010

In-HOUSE DIRECT COSTS

CDOT 2010-2011

Item Description

Great Lakes Soil and Environmental Consultants, Inc.

						TOTAL
Misc. Shipping costs						
Ship samples						$ 2,079.00
Pictures	MO @	$ 50.00 / MO (Billed at Actual Cost)				$ -
				Reproduction & Picture Totals:		$ 2,079.00
VEHICLE MILEAGE NOT ELIGIBLE FOR PROFIT						
Vehicle Days		$ 45.00	Day	449		$ 20,205.00
Vehicle Days - QA Manager		$ 45.00	Day	365		$ 16,425.00
Parking Garage Pass (QA Manager)		$ 355.00	Month	12		$ 4,260.00
				Vehicle Totals:		$ 40,890.00
COMMUNICATION						
Phone/Radio Combo Units	22 MO @	$ 70.00 / MO		1 People		$ 1,540.00
				Communication Charge Totals:		$ 1,540.00
PREMIUM						
Premium Time	300 Hrs @	$ 19.22 / Hr		1 People		$ 5,764.50
Premium Time	0 Hrs @	$ 19.92 / Hr		1 People		$ -
				Premium Charge Totals:		$ 5,764.50
LABORATORY TESTING						
Nuclear Density Gauge Compaction		$ 45.00	Day	444		$ 19,980.00
Modified Proctor Tests (AASHTO T180)		$ 192.00	Each	10		$ 1,920.00
Standard Proctor Tests (AASHTO T99)			Each	0		$ -
Organic Content		$ 62.00	Each	10		$ 620.00
L.A. Abrasion			Each	0		$ -
Aggregate Wash Gradations (PCC, HMA)		$ 119.00	Each	120		$ 14,280.00
PGE Gradation			Each	0		$ -
Atterberg Limits			Each	0		$ -
Sieve Analysis with Hydrometer Tests			Each	0		$ -
Concrete						
Compressive Strength		$ 23.00	Per trip	933		$ 21,459.00
Pick up Charge		$ 85.00	Per trip	0		$ -
Hot Mixed Asphalt						
HMA Air Voids		$ 530.00	Each	80		$ 42,400.00
HMA Mix Verification		$ 723.00	Each	10		$ 7,230.00
Core Density		$ 59.00	Each	150		$ 8,850.00
Reflux Extraction & Gradation		$ 229.00	Each	75		$ 17,175.00
Ignition & Gradation		$ 212.00	Each	75		$ 15,900.00
HPCP Moisture Test		$ 424.40	Each	40		$ 16,976.00
				Laboratory Testing Charge Totals:		$ 166,790.00
				TOTALS:		**$ 217,063.50**

CITY OF CHICAGO
DEPARTMENT OF TRANSPORTATION
BUREAU OF BRIDGES AND TRANSIT

COST ESTIMATE OF CONSULTANT SERVICES
SUMMARY SHEET

CONSULTANT: Geo Services, Inc.- 2010 CQA Contract
PROJECT: Quality Control / Quality Assurance Construction Engineer
PROJECT NO..
SPECIFICATION NO..

DATE: Year 3 (2012-2013)

DBE PERCENTAGE: 100.00%
COMPLEXITY FACTOR: 0
IDOT Overhead 201.24%
Fixed Fee = 0.145 x (Payroll + OH + Inhouse Direct Cost)

	Firm (1) Name	DBE	Projected Hours (2)	Total Avg. Hourly Rate (3)	Payroll (4)	Burden & Overhead (5) Percent	Burden & Overhead (5) Total	Direct Costs (incl in FF) (6)	Fixed Fee (7)	Direct Costs (not incl in FF) (8)	Total (9)	Percent Of Grand Total (10)
1												
2	Geo Services, Inc.	DBE	2,000.00	$ 38.92	$ 77,840.00	201.24%	$ 156,645.23	$ 13,500.00	$ 35,957.86	$ 23,903.59	$ 307,846.68	100.00%
3		0										
5		0										
6		0										
7		0										
9		0										
10		0										
11		0										
12		0										
13		0										
14		0										
15		0										
16		0										
17												
18												
19												
20												
	GRAND TOTALS		2,000.00	$ 38.92	$ 77,840.00		$ 156,645.23	$ 13,500.00	$ 35,957.86		$ 307,846.68	100.00%

CITY OF CHICAGO
DEPARTMENT OF TRANSPORTATION
BUREAU OF BRIDGES AND TRANSIT

COST ESTIMATE OF CONSULTANT SERVICES
AVERAGE HOURLY PROJECT RATES

CONSULTANT: Geo Services, Inc.- 2010 CQA Contract
PROJECT: Quality Control / Quality Assurance Construction Engineer
PROJECT NO.:
SPECIFICATION NO.:

DATE: Year 3 (2012-2013)

	Classification / Project Role (1)	Hourly Rate (2)	Projected Hours (3)				Percent Participation (4)	Weighted Amount (5)
			Pre	Const	Post	Total		
1	Principal Engineer	$ 70.00		12		12	0.60%	$ 0.42
2	Senior Geotechnical/Materials Engineer	$ 70.00		-		-	0.00%	$ -
3	Project Manager	$ 62.38		25		25	1.25%	$ 0.78
4	Project Engineer	$ 37.13		275		275	13.75%	$ 5.11
5	Assistant Project Engineer	$ 34.48				-	0.00%	$ -
6	Geotechnical Engineer	$ 45.62				-	0.00%	$ -
7	Environmental Engineer	$ 44.56				-	0.00%	$ -
8	Project Coordinator	$ 42.44				-	0.00%	$ -
9	Staff Engineering	$ 31.83				-	0.00%	$ -
10	CADD Professional	$ 44.29				-	0.00%	$ -
11	Materials Coordinator	$ 47.74				-	0.00%	$ -
12	Material Tester I	$ 38.99		1,358		1,358	67.90%	$ 26.47
13	Material Tester II	$ 40.58		250		250	12.50%	$ 5.07
14	Secretary / Administrative Assistant	$ 26.52		80		80	4.00%	$ 1.06
	TOTALS		-	2,000	-	2,000	100.0%	$ 38.91

CITY OF CHICAGO
DEPARTMENT OF TRANSPORTATION
BUREAU OF BRIDGES AND TRANSIT

COST ESTIMATE OF CONSULTANT SERVICES

CONSULTANT: Geo Services, Inc.- 2010 CQA Contract
PROJECT: Quality Control / Quality Assurance Construction Engineer
PROJECT NO.:
SPECIFICATION NO.

DATE: Year 3 (2012-2013)
Year 3 (2012-2013)

	Description (1)		Unit (2)	Quantity (3)	Unit Cost (4)	Total Cost (5)
1	Vehicle	(Approved by IDOT for Fee Calculation)	DAYS	300	$ 45.00	$ 13,500.00
2	Parking Downtown		EACH	-	$ 30.00	$ -
3	***LABORATORY TESTING***					
4	CONCRETE		EACH			
5		Compressive Strength, Mortar Cubes (AASHTO T 106)	EACH	5	$ 27.00	$ 135.00
6		Compressive Strength, Sulfur Capped (AASHTO T 22 and T 231)	EACH	45	$ 62.00	$ 2,790.00
7		Compressive Strength (AASHTO T 22)	EACH	176	$ 23.00	$ 4,048.00
8		Flexural Strength (AASHTO T 177)	EACH	5	$ 47.00	$ 235.00
9	AGGREGATES		EACH			
10		Gradation, Dry (ASSHTO T 27)	EACH	5	$ 91.00	$ 455.00
11		Gradation, Washed (AASHTO T 27 and T 11)	EACH	5	$ 119.00	$ 595.00
12		Gradation, Washed (PGE)	EACH	5	$ 302.00	$ 1,510.00
13		Percent Passing No. 200 Sieve	EACH	2	$ 181.00	$ 362.00
14		Slag Count	EACH	-	$ 181.00	$ -
15		Soundness Analysis	EACH	-	$ 362.00	$ -
16		Specific Gravity Verification	EACH	-	$ 157.00	$ -
17		Specific Gravity, Coarse (AASHTO T 85)	EACH	-	$ 206.00	$ -
18		Specific Gravity, Fine (AASHTO T 84)	EACH	-	$ 206.00	$ -
19	HOT MIX ASPHALT					
20		Bulk Specific Gravity, Gmb (AASHTO T166)	EACH	5	$ 168.00	$ 840.00
21		Maximum Specific Gravity, Gmm (AASHTO T 209)	EACH	5	$ 84.00	$ 420.00
22		Core Sample Testing (AASHTO 166)	EACH	5	$ 59.00	$ 295.00
23		Draindown Test (AASHTO T 305)	EACH	5	$ 181.00	$ 905.00
24		Ignition Burn with Washed Gradation (AASHTO T 308, T 27, and T 11)	EACH	5	$ 212.00	$ 1,060.00
25		Reflux Extraction with Washed Gradation (AASHTO T 164 and T 30)	EACH	5	$ 229.00	$ 1,145.00
26		Volumetrics, Gmm, Gmb, and Voids (AASHTO T 209, and T 166)	EACH	5	$ 530.00	$ 2,650.00
27	SOILS					
28		Atterberg Limits (AASHTO T 89 and T 90)	EACH	-	$ 84.00	$ -
29		Grain Size Analysis with Hydrometer (AASHTO T 88)	EACH	-	$ 150.00	$ -
30		Hydraulic Conductivity (ASTM D 5084)	EACH	-	$ 362.00	$ -
31		Illinois Bearing Ratio	EACH	-	$ 543.00	$ -
32		Moisture Content (AASHTO T 265)	EACH	-	$ 6.00	$ -
33		Organic Content, LOI (AASHTO T 267)	EACH	-	$ 62.00	$ -
34		Organic Content, Wet (AASHTO T 194)	EACH	-	$ 91.00	$ -
35		Percent Passing No. 200 Sieve (ASTM D 1140)	EACH	-	$ 62.00	$ -
36		Ph Determination	EACH	-	$ 47.00	$ -
37		Proctor, Modified (AASHTO T 180)	EACH	-	$ 192.00	$ -
38		Proctor, Standard (AASHTO T 99)	EACH	-	$ 192.00	$ -
39		Sieve Analysis, non-cohesive (AASHTO T 88)	EACH	-	$ 102.00	$ -
40		Soil Classification (ASTM D 2488/D 2487)	EACH	-	$ 8.00	$ -
41		Unconfined Compressive Strength (AASHTO T 208)	EACH	-	$ 72.00	$ -
42		Wet Sample Preparation (AASHTO T 146)	EACH	-	$ 62.00	$ -
43	Miscellaneous					
44		Nuclear Gauge	DAYS	60	$ 42.00	$ 2,520.00
45		Sample Pick-up Charge	EACH	-	$ 266.00	$ -
46		Day Night (Shift) Transition Charge	PERSON	-	$ 637.00	$ -
47		Pour Cancellation Charge	PERSON	-	$ 478.00	$ -
48		Pullout Testing Equipment	DAYS	-	$ 266.00	$ -
49		Core Rig & Crew (8 hr min)	DAYS	-	$ 372.00	$ -
50	Premium Time	Weekdays and Saturdays (Additional)				
51		Materials Coordinator	HOUR	-	$ 23.87	$ -
52		Material Tester I	HOUR	150	$ 19.49	$ 2,924.11
53		Material Tester II	HOUR	50	$ 20.29	$ 1,014.49
54		Secretary / Administrative Assistant	HOUR	-	$ 13.26	$ -
55	Premium Time	Sundays and Holidays (Additional)				
56		Materials Coordinator	HOUR	-	$ 47.74	$ -
57		Material Tester I	HOUR	-	$ 38.99	$ -
58		Material Tester II	HOUR	-	$ 40.58	$ -
59		Secretary / Administrative Assistant	HOUR	-	$ 26.52	$ -

TOTAL $ 37,403.59

Amount Approved by IDOT for Fixed Fee Calculation $ 13,500.00

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

DF-824-039
REV 12/04

FIRM Wang Engineering, Inc.
PSB
PRIME/SUPPLEMENT Prime

OVERHEAD RATE 1.8718
COMPLEXITY FACTOR 0

DATE 06/29/10

Cost Plus Fixed Fees = 14.5% [DL+R(DL) +OH(DL)]

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
DBE	QA Testing 2010	1005	28,542.50	53,425.85		11,885.41			93,853.76	93,853.76	90.16%
DBE	Direct Cost (See Attached)		0.00	0.00	10,247.00				10,247.00	10,247.00	9.84%
	Subconsultant DL					0.00				0.00	0.00%
	TOTALS	1005	28,542.50	53,425.85	10,247.00	11,885.41	0.00	0.00	104,100.76	**104,100.76**	100.00%

DBE 100.00%

Fixed Fee Calculation

Cost Plus Fixed Fees = 14.5% [DL+R(DL) +OH(DL)]

DL = Direct Labor $ 28,542.50
R = Complexity Factor 0
OH = Overhead/Burden 187.18%

Fixed Fee = 14.5% x [$28,542.50 + (187.18% x $28,542.50)]
Fixed Fee = 14.5% x ($28,542.50 + $53,425.85)
Fixed Fee = 14.5% x $81,968.35
Fixed Fee = $ 11,885.41

PREPARED BY THE AGREEMENTS UNIT

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PAYROLL RATES

FIRM NAME Wang Engineering, Inc. **DATE**
PRIME/SUPPLEMENT Prime
PSB NO.

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal in Charge	$61.69	$61.69
Senior Engineer/Project Manager	$47.60	$47.60
QC/QA Reviewer	$25.50	$25.50
Project Engineer	$31.25	$31.25
Senior Inspectors/Documentation	$30.55	$30.55
Field Inspectors/Documentation	$22.75	$22.75
Laboratory Technician	$18.10	$18.10
Project Administrative Assistant	$25.55	$25.55
I.U.O.E. Local 150 Level I Materials Tester (1)	$29.00	$29.00
I.U.O.E. Local 150 Level II Materials Tester (1)	$31.70	$31.70
Illinois Prevailing Wage Level I Materials Tester (2)	$26.73	$26.73
Illinois Prevailing Wage Level II Materials Tester (2)	$32.04	$32.04
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00

DF-824-039
REV 12/04

AVERAGE HOURLY PROJECT RATES

FIRM Wang Engineering, Inc.
PSB
PRIME/SUPPLEMENT Prime

DATE 06/29/10

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			QA Testing 2010			Direct Cost (See Attached)												
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
Principal in Charge	61.69	0																		
Senior Engineer/Proj	47.60	55	5.47%	2.60	55	5.47%	2.60													
QC/QA Reviewer	25.50	0																		
Project Engineer	31.25	0																		
Senior Inspectors/Do	30.55	0																		
Field Inspectors/Doc	22.75	0																		
Laboratory Technicia	18.10	0																		
Project Administrativ	25.55	0																		
I.U.O.E. Local 150 L	29.00	0																		
I.U.O.E. Local 150 L	31.70	0																		
Illinois Prevailing Wa	26.73	850	84.58%	22.61	850	84.58%	22.61													
Illinois Prevailing Wa	32.04	100	9.95%	3.19	100	9.95%	3.19													
		0																		
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TOTALS		1005	100%	$28.40	1005	100.00%	$28.40	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00	

PREPARED BY THE AGREEMENTS UNIT

CHICAGO DEPARTMENT OF TRANSPORTATION
2012 QC/QA CONTRACT
ESTIMATE OF DIRECT COSTS

2010 Field Vehicle

Field Vehicle (Tech 1)	85 Days	$ 45.00 /Day	$ 3,825.00		
Field Vehicle (Tech 2)	10 Days	$ 45.00 /Day	$ 450.00		
Field Vehicle (Tech 3)	0 Days	$ 40.00 /Day	$ -		
		2010 Field Vehicle Total	**$ 4,275.00**		

2010 Overtime Premium

Overtime (Tech 1)	170 Hours	$ 12.60 /Hour	$ 2,142.00	2 Hours per day, 85 Days per year
Overtime (Tech 2)	20 Hours	$ 15.10 /Hour	$ 302.00	2 Hours per day, 10 Days per year
		2010 Overtime Premium Total	**$ 2,444.00**	

2010 Laboratory Testing

Aggregates

Gradation, Dry (AASHTO T27)	0	Tests	$ 91.00 /Test	$ -
Gradation, Washed (AASHTO T27 and T11)	7	Tests	$ 119.00 /Test	$ 833.00
Gradation, Washed (PGE)	0	Tests	$ 302.00 /Test	$ -
Percent Passing No. 200 Sieve (ASTM D 1140)	0	Tests	$ 181.00 /Test	$ -
Slag Count	0	Tests	$ 181.00 /Test	$ -
Soundness Analysis	0	Tests	$ 362.00 /Test	$ -
Specific Gravity Verification	0	Tests	$ 157.00 /Test	$ -
Specific Gravity, Coarse (AASHTO T85)	0	Tests	$ 206.00 /Test	$ -
Specific Gravity, Fine (AASHTO T84)	0	Tests	$ 206.00 /Test	$ -

Soils

Atterberg Limits (AASHTO T 89 and T 90)	0	Tests	$ 84.00 /Test	$ -
Grain Size Analysis with Hydrometer (AASHTO T 88)	0	Tests	$ 150.00 /Test	$ -
Hydraulic Conductivity (ASTM D 5084)	0	Tests	$ 362.00 /Test	$ -
Illinois Bearing Ratio	0	Tests	$ 543.00 /Test	$ -
Moisture Content (AASHTO T 265)	0	Tests	$ 6.00 /Test	$ -
Organic Content, LOI (AASHTO T 267)	7	Tests	$ 62.00 /Test	$ 637.00
Organic Content, Wet (AASHTO T 194)	0	Tests	$ 91.00 /Test	$ -
Percent Passing No. 200 Sieve (ASTM D 1140)	0	Tests	$ 62.00 /Test	$ -
Ph Determination	7	Tests	$ 47.00 /Test	$ 1,344.00
Proctor, Modified (AASHTO T 180)	0	Tests	$ 192.00 /Test	$ -
Proctor, Standard (AASHTO T 99)	7	Tests	$ 192.00 /Test	$ 714.00
Sieve Analysis, non-cohesive (AASHTO T 88)	0	Tests	$ 102.00 /Test	$ -
Soil Classification (ASTM D 2488/D 2487)	0	Tests	$ 8.00 /Test	$ -
Unconfined Compressive Strength (AASHTO T 208)	0	Tests	$ 72.00 /Test	$ -
Wet Sample Preparation (AASHTO T 146)	0	Tests	$ 62.00 /Test	$ -
			2010 Laboratory Testing Total	**$ 3,528.00**

TOTAL DIRECT COST ESTIMATE $ 10,247.00

Attachment A

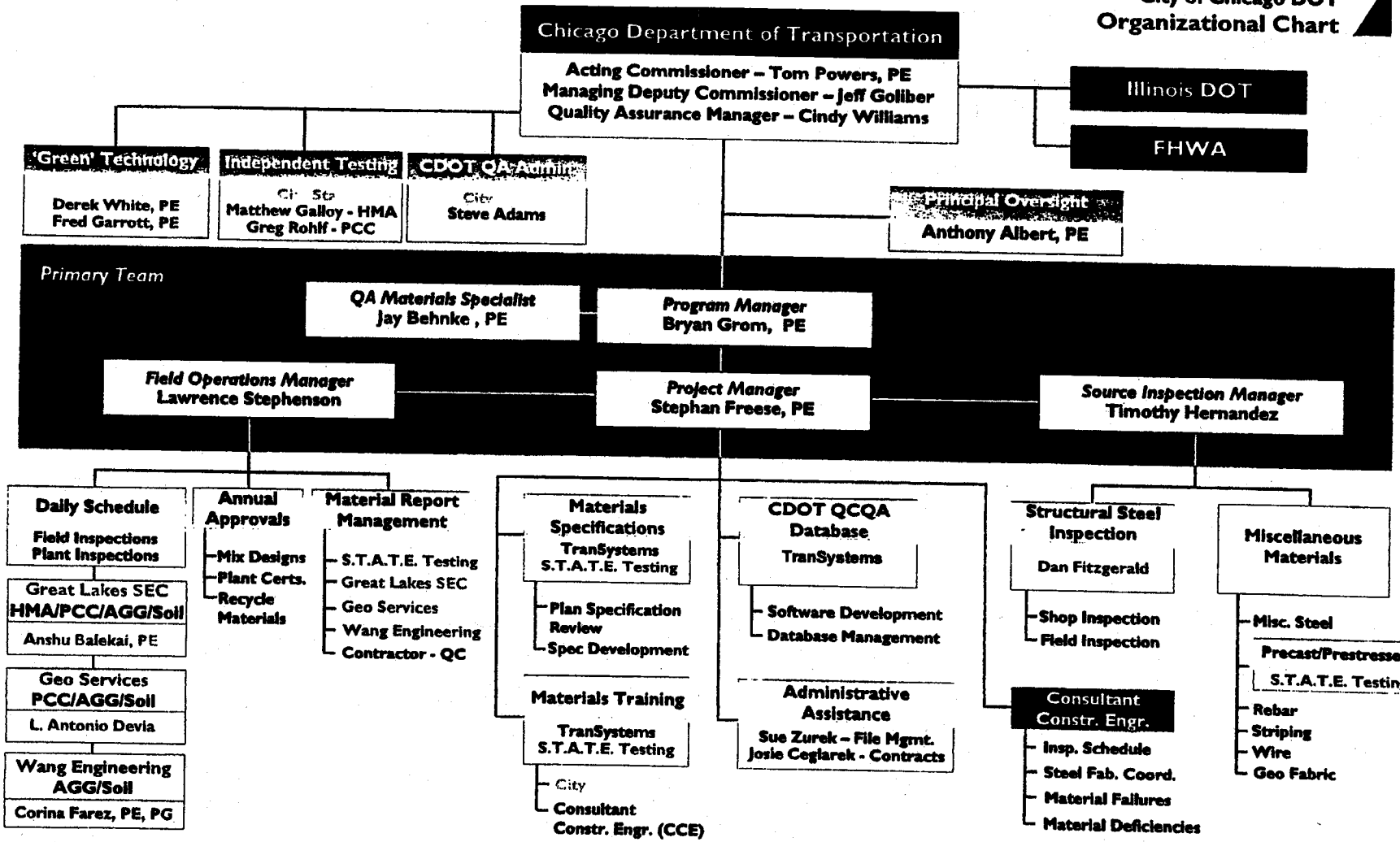
Key Personnel

QC/QA Construction Engineer
Spec No. 80020
Chicago Department of Transportation

Key Personnel & Organizational Chart

Key Personnel	Proposed Role
TranSystems	
Richard Morsches, PE	Principal-in-Charge
Anthony Albert, PE	Principal Oversight
Bryan Grom, PE	Program Manager
Stephan Freese, PE	Project Manager
Timothy Hernandez	Source Inspection Manager
Lawrence Stephenson	Field Operations Manager
Steve Adams	Materials Admin. Assistant
S.T.A.T.E. Testing, LLC	
Jay Behnke, PE	QA Materials Specialist
Derek White, PE	Project Engineer
Fred Garrott, PE	Senior Engineer
Matthew Galloy	Materials Engineer
Greg Rohlf	Materials Engineer
Dan Fitzgerald	Certified Weld Inspector
Great Lakes SEC, Inc.	
Anshu Balekai, PE	Project Engineer
Geo Services, Inc.	
Antonio Devia	Project Engineer
Wang Engineering, Inc.	
Corina Farez, PE	Project Engineer

QC/QA Construction Engineering Services
City of Chicago DOT
Organizational Chart



TranSystems
S.T.A.T.E. Testing
Great Lakes SEC (DBE)
Geo Services (DBE)
Wang (DBE)

Attachment B

Schedule of Performance

EXHIBIT 1

Attachment B

Schedule of Performance

This Agreement takes effect as of its execution by the City and will continue until January 1, 2016; unless extended in accordance to Article 10.3 Amendments.

Attachment C

Project Insurance

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

Department of Transportation
Professional Quality Control and Quality Assurance Construction Engineering
· Bridge, Roadway and Transit Construction Engineering Services

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for the Consultant must maintain limits of not less than
$1,000,000 with the same this subsection.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, the Consultant must provide Automobile Liability Insurance with limits of not less than $2,000,0000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing Services for the Consultant must maintain limits of not less than $1,000,000 with the same in this subsection.

4) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Consultant must provide, with respect to the operations that Consultants or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than $2,000,000 per occurrence and $6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

5) Professional Liability

When any architects, engineers, or other professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $5,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subcontractors performing Services for the Consultant must maintain limits of not less than
$1,000,000 with the same in this subsection.

6) Valuable Papers

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

7) Property

Consultant is responsible for all loss or damage to City property at full replacement cost.

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

B. ADDITIONAL REQUIREMENTS

The Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the

term of this Agreement. The Consultant must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Consultant is not a waiver by the City of any requirements for Consultant to obtain and maintain the specified coverages. The Consultant must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

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

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

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

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Consultant under the Agreement.

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

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

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

If Consultant or subcontractors desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

10/1/2011

DATE (MM/DD/YYYY): 9/30/2010

PRODUCER
Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

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
5567
TRANSYSTEMS CORPORATION
222 S. RIVERSIDE PLAZA, SUITE 2320
CHICAGO IL 60606

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: St. Paul Fire and Marine Insurance Co	24767
INSURER C: HARTFORD FIRE INS. CO.	
INSURER D: American Guarantee and Liab. Ins. Co.	26247
INSURER E:	

COVERAGES

TRASY01 PM

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] SEVERABILITY [X] CLAUSE GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	GLO3707153	10/1/2010	10/1/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BAP3707150	10/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
		GARAGE LIABILITY [ ] ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ XXXXXXX $ XXXXXXX $ XXXXXXX
B		**EXCESS / UMBRELLA LIABILITY** [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] UMBRELLA FORM [ ] RETENTION $	QK08000972	10/1/2010	10/1/2011	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
D		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: [N] If yes, describe under SPECIAL PROVISIONS below	WC3707150	10/1/2010	10/1/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C		**OTHER** PROPERTY/EDP/VP	37UUMTZ2283	10/1/2010	10/1/2011	ALL RISK; SPECIAL FORM	

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

RE: QCQA CONSTRUCTION ENGINEERING SERVICES- SPEC. NO. 80020- NEW CONTRACT. GENERAL LIABILITY POLICY HAS BEEN ENDORSED TO PROVIDE 50 FEET OF ANY RAILROAD. CITY OF CHICAGO IS AN ADDITIONAL INSURED AS RESPECTS TO GENERAL AND AUTO LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

10931069

CITY OF CHICAGO- DEPARTMENT OF PROCREMENT SERVICES
CITY HALL, ROOM 403
121 N. LASALLE STREET
CHICAGO IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL XXXXXXXXX MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

AUTHORIZED REPRESENTATIVE

[signature]

ACORD 25 (2009/01)

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The ACORD name and logo are registered marks of ACORD

For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'TRASY01'.

CERTIFICATE OF LIABILITY INSURANCE

10/1/2011

DATE (MM/DD/YYYY) 9/30/2010

PRODUCER	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.
Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	

INSURED	INSURERS AFFORDING COVERAGE	NAIC #
1041353 TRANSYSTEMS CORPORATION 222 S. RIVERSIDE PLAZA, SUITE 2320 CHICAGO IL 60606	INSURER A: ZURICH AMERICAN INS. CO. (CHICAGO)	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES TRASY01 PM

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY	NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
		☐☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$ XXXXXXX
		☐ _____				PERSONAL & ADV INJURY	$ XXXXXXX
		☐ _____				GENERAL AGGREGATE	$ XXXXXXX
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ XXXXXXX
		☐ POLICY ☐ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
		☐ ANY AUTO				BODILY INJURY (Per person)	$ XXXXXXX
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$ XXXXXXX
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$ XXXXXXX
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		☐ _____					
		GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	$ XXXXXXX
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$ XXXXXXX
						AGG	$ XXXXXXX
		EXCESS / UMBRELLA LIABILITY	NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$ XXXXXXX
		☐ DEDUCTIBLE ☐ UMBRELLA FORM					$ XXXXXXX
		☐ RETENTION $					$ XXXXXXX
							$ XXXXXXX
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	NOT APPLICABLE			☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐				E.L. EACH ACCIDENT	$ XXXXXXX
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
						E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A		OTHER PROFESSIONAL LIABILITY	EOC 9139550	10/1/2010	10/1/2011	$5,000,000 EACH CLAIM AND $5,000,000 AGGREGATE.	

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

RE: QCQA CONSTRUCTION ENGINEERING SERVICES- SPEC. NO. 80020- NEW CONTRACT.

CERTIFICATE HOLDER

10931078

CITY OF CHICAGO- DEPARTMENT OF PROCREMENT SERVICES
CITY HALL, ROOM 403
121 N. LASALLE STREET
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

ACORD 25 (2009/01)

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For questions regarding this certificate, contact the number listed in the "Producer" section above and specify the client code "TRASY01".

Attachment D
State of Illinois Drug Free Workplace Certification

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the state unless that grantee or contractor has certified to the state that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

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

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the grantee's or contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within (10) days after receiving notice under part (B) or paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

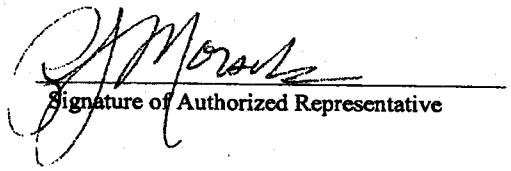
(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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

TranSystems Corporation
Printed Name of Organization



Signature of Authorized Representative

Spec No. 80020/Req. 46584
Requisition/Contract/Grant ID Number

Richard J. Morsches, Vice President
Printed Name and Title

6/30/10
Date

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

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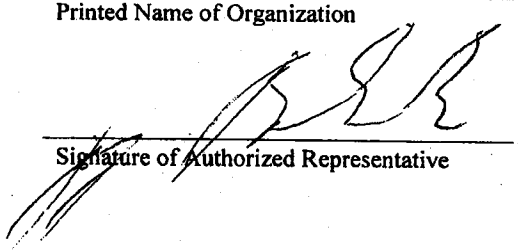
THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

S.T.A.T.E. Testing, LLC
Printed Name of Organization



Signature of Authorized Representative

Spec No. 80020/Req. 46584
Requisition/Contract/Grant ID Number

JAY BEHNKE / PRESIDENT
Printed Name and Title

6-30-10
Date

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

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(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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

Great Lakes Soil and Environmental Consultants, Inc.
Printed Name of Organization

Signature of Authorized Representative

Spec No. 80020/Req. 46584
Requisition/Contract/Grant ID Number

SUDHAKAR RAO DODDAGANDLA
Printed Name and Title PRESIDENT

6/29/10
Date

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

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

Geo Services, Inc.
Printed Name of Organization

Signature of Authorized Representative

Spec No. 80020/Req. 46584
Requisition/Contract/Grant ID Number

Julian Rueda/President
Printed Name and Title

June 29, 2010
Date

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the state unless that grantee or contractor has certified to the state that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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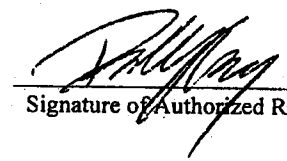
THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Wang Engineering, Inc.
Printed Name of Organization



Signature of Authorized Representative

Spec No. 80020/Req. 46584
Requisition/Contract/Grant ID Number

Paul Y. Wang, President
Printed Name and Title

June 29, 2010
Date

EXHIBIT 2

Schedule of Compensation

COMPENSATION AND METHOD OF PAYMENT

COSTS PLUS FIXED FEE

A. Compensation Component

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

1. **Labor Costs:** Labor costs will consist of the actual costs of all allowable and allocable salaries and wages (exclusive of overtime premiums and payroll related taxes, insurance and fringe benefits) paid to Consultant's and Subcontractors' employees for the time spent in the performance of Services under this Agreement (collectively, "Labor Costs"). Maximum Hourly Labor Rates for Consultant and Subcontractors by position classification are set forth in **Attachment A** to this Exhibit. Position classifications and maximum wage rates may be changed only by amendment, as described in Article 10.3 of the Agreement effective the date the amendment is fully executed and approved. Labor Costs associated with Consultant and Subcontractor principals for administrative tasks are not reimbursable. Principals may bill for Labor Costs for non-administrative tasks directly applicable to the Services only by request and prior approval of the City.

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

   a. Audits

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

   b. Overhead rates

   Subject to the limitation set forth in 2(c) below, the Overhead rate applicable to Consultant employees who perform Services in relation to th is Agreement is: **151.8%**

   The Overhead rate applicable to Consultant employees who perform Services in relation to this Agreement is the Consultant's audited rate approved by IDOT or another cognizant authority. The Consultant must provide evidence of approval of the rate by IDOT or another cognizant authority on a yearly basis. The Consultant's Overhead rate may be revised for future years within the contract period in accordance with changes approved by IDOT or another cognizant authority. Such changes are subject to approval by the Commissioner and CPO and may be changed only by amendment, as described in Article 9.3 of the Agreement effective the date the amendment is fully executed and approved.

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

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

c. **Limitation on Overhead**

i. Subject to Section (c)(ii) below, in the event the Consultant and/or Subcontractor does not have an approved rate, the compensation due to Consultant for overhead will not exceed 150 % for office work, 125% for field offices, and 100% for field inspectors without an office. The Consultant and Subcontractors have one year in which to get an Overhead rate approved by IDOT or another cognizant authority.

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

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

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

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

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

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

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

The City will pay current auto mileage to Consultant and/or Subcontractors for travel associated within project site visits as required by the Commissioner. The auto milage rate within current City policy is set forth in Attachment B and may be amended from time to time by the City Office of Budget & Management.

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

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

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

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

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

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

5. **Fixed Fee.** The City will pay Consultant a fixed fee ("Fixed Fee") amount as an allowance for profit to be earned in Consultant's performance of Services under this Agreement. The Fixed Fee for this project is **$441,546.64** Consultant may receive progress payments on the Fixed Fee only in such amount proportionate to the Services satisfactorily performed as of the date of the invoice. Consultant will not be entitled to receive a portion of the Fixed Fee that exceeds the percent of progress achieved by Consultant as of the date of the invoice in relation to the Services. In any event, progress payments in the aggregate on the Fixed Fee will not exceed the amount set forth above. For purposes of payment of this Fixed Fee, satisfactory completion of the Services means Consultant has provided Deliverables acceptable to the City and achieved contractual milestones timely. It will not be construed solely in terms of expenditure of Consultant's time.

6. **Maximum Compensation.** The maximum compensation under this Agreement may not exceed **$9,286,109.21.** Notwithstanding anything to the contrary contained in this Agreement, Consultant agrees to complete the Services for an amount not to exceed the maximum compensation amount. Any costs that Consultant incurs above the cap will be borne solely by the Consultant.

   Fund Number: 010.0400.0842015.0140.220140.0000

B. Method of Payment

1. **Invoices.** Once each month, Consultant must submit to the City an invoice for Services performed during the preceding month. Consultant must support each invoice with reasonable detail including Subcontractor costs. In accordance with the terms of the Agreement, Consultant must maintain complete documentation of all costs incurred for review and audit by the City or its designated audit representative(s). Consultant must also include in its invoice a portion of the Fixed Fee as stipulated above. Consultant must submit each invoice in the format directed by the City and provide with it a progress report in a format acceptable to the City. The progress report must identify any variances from budget or schedule and explain the reasons for the variances.

2. **Payment.** Payment will be processed within 60 days after the City's approval of an acceptable invoice.

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

Attachment A

Maximum Hourly Rates
And Overhead Rates

ATTACHMENT A
TRANSYSTEMS CORPORATION
MAXIMUM WAGE RATES
CONSULTANT'S REGULAR STAFF

CLASSIFICATION	2011	2012	2013	2014	2015
Principal-In-Charge	70.00 *	70.00 *	70.00 *	70.00 *	70.00 *
Senior Project Manager	70.00 *	70.00 *	70.00 *	70.00 *	70.00 *
Project Manager	70.00 *	70.00 *	70.00 *	70.00 *	70.00 *
Chief Structural Engineer	70.00 *	70.00 *	70.00 *	70.00 *	70.00 *
Senior Project Engineer	70.00 *	70.00 *	70.00 *	70.00 *	70.00 *
Senior Architect	70.00 *	70.00 *	70.00 *	70.00 *	70.00 *
Architect	66.00	69.00	70.00*	70.00*	70.00*
Senior Transportation Planner	70.00 *	70.00 *	70.00 *	70.00 *	70.00 *
Transportation Planner	51.00	54.00	57.00	60.00	63.00
Project Engineer	67.00	70.00 *	70.00 *	70.00 *	70.00 *
Design Engineer III	61.00	64.00	67.00	70.00 *	70.00 *
Design Engineer II	54.00	57.00	60.00	63.00	66.00
Design Engineer I	47.00	49.00	51.00	54.00	56.00
Construction Manager	70.00 *	70.00 *	70.00 *	70.00 *	70.00 *
Resident Engineer	70.00 *	70.00 *	70.00 *	70.00 *	70.00 *
Senior Resident Inspector	69.00	70.00 *	70.00 *	70.00 *	70.00 *
Resident Inspector	62.00	65.00	68.00	70.00 *	70.00 *
Assistant Resident Inspector	54.00	57.00	60.00	63.00	66.00
Construction Inspector V	70.00 *	70.00 *	70.00 *	70.00 *	70.00 *
Construction Inspector IV	60.00	63.00	66.00	69.00	70.00 *
Construction Inspector III	54.00	57.00	60.00	63.00	66.00
Construction Inspector II	45.00	47.00	49.00	51.00	54.00
Construction Inspector I	37.00	39.00	41.00	43.00	45.00
Professional Land Surveyor	61.00	64.00	67.00	70.00 *	70.00 *
Survey Crew Chief	48.00	50.00	53.00	56.00	59.00
Instrument Person	44.00	46.00	48.00	50.00	53.00
Senior CADD Technician	51.00	54.00	57.00	60.00	63.00
CADD Technician III	45.00	47.00	49.00	51.00	54.00
CADD Technician II	41.00	43.00	45.00	47.00	49.00
CADD Technician I	32.00	34.00	36.00	38.00	40.00
Senior Administrator	53.00	55.00	58.00	61.00	64.00
Administrative/Clerical	47.00	49.00	51.00	54.00	56.00

*Actual salaries may be higher, and TranSystems reserves the right to increase if IDOT increases labor cap above $70.00/hour.

S.T.A.T.E. Testing LLC
Maximum Rates for 2010-2015

Classification	2010 Max	2011 Max	2012 Max	2013 Max	2014 Max	2015 Max
Principal Engineer	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
Associater Engineer	$65.00	$69.00	$70.00	$70.00	$70.00	$70.00
Senior Engineer	$35.00	$38.50	$42.35	$46.59	$51.24	$56.37
Professional Engineer	$50.50	$55.55	$61.11	$67.22	$70.00	$70.00
Materials Coordinator	$39.50	$43.45	$47.80	$52.57	$57.83	$63.62
Laboratory Manager	$33.60	$36.96	$40.66	$44.72	$49.19	$54.11
Quality Assurance Manager	$33.00	$36.30	$39.93	$43.92	$48.32	$53.15
Accountant	$35.11	$38.62	$42.48	$46.73	$51.40	$56.55
CWI	$48.00	$52.80	$58.08	$63.89	$70.00	$70.00
Level III Technician	$36.00	$39.60	$43.56	$47.92	$52.71	$57.98
Level II Technician	$32.00	$35.20	$38.72	$42.59	$46.85	$51.54
Level I Technicain	$28.74	$31.61	$34.78	$38.25	$42.08	$46.29
Apprentice	$30.00	$33.00	$36.30	$39.93	$43.92	$48.32
Lab Technician II	$12.75	$14.03	$15.43	$16.97	$18.67	$20.53
Lab Technician I	$11.00	$12.10	$13.31	$14.64	$16.11	$17.72
Adminisrative Assistant II	$22.00	$24.20	$26.62	$29.28	$32.21	$35.43
Adminisrative Assistant I	$11.25	$12.38	$13.61	$14.97	$16.47	$18.12
Material Tester 2	$39.50	$43.45	$47.80	$52.57	$57.83	$63.62
Material Tester 1	$39.50	$43.45	$47.80	$52.57	$57.83	$63.62

Great Lakes Soil & Environmental Consultants, Inc. (GLSEC)
600 Territorial Dr., Suite G, Bolingbrook, IL 60440 Ph: 630-754-8700 Fax: 630-754-8705

Payroll Classification & Max. Hourly Rates

Descrip: CDOT QC/QA
Client: TranSystems Corporation
Owner: CDOT
Firm: Great Lakes Soil & Env. Consultants, Inc. (GLSEC)
Section: Spec No. 80020/Req. 46584

		2010		2011		2012		2013		2014		2015	
	GLSEC Classification	Min Rates	Max Rates	Min Rates	Max Rates	Min Rates	Max Rates	Min Rates	Max Rates	Min Rates	Max Rates	Min Rates	Max Rates
1.	Principal Engineer	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00
2	QA Manager	39.90	52.90	41.90	60.84	43.99	69.96	46.19	70.00	48.50	70.00	50.92	70.00
3	Staff Engineer	22.05	29.90	23.15	34.39	24.31	39.54	25.53	45.47	26.80	52.30	28.14	60.14
4	Administrative Assistant	14.70	23.00	15.44	26.45	16.21	30.42	17.02	34.98	17.87	40.23	18.76	46.26
4	Pick-Up Technician	22.10	25.42	23.65	29.23	25.30	33.61	27.07	38.65	28.97	44.45	31.00	51.12
5	Material Tester I	27.95	36.80	29.91	42.32	32.00	48.67	34.24	55.97	36.64	64.36	39.20	70.00
6	Material Tester II	33.81	41.40	36.18	47.61	38.71	54.75	41.42	62.96	44.32	70.00	47.42	70.00

Geo Services, Inc.
Geotechnical, Environmental and Civil Engineering
An MBE - DBE Firm

MAXIMUM HOURLY LABOR RATE

January 1, 2010 through December 31, 2015

Quality Assurance/Quality Control Construction Engineering
Specification No. 80020 Requisition No. 46584
City of Chicago

Position Classification	Maximum Hourly Rates					
	2010	2011	2012	2013	2014	2015
Principal Engineer	$ 70.00	$ 70.00	$ 70.00	$ 70.00	$ 70.00	$ 70.00
Principal Geotechnical/Materials Engineer	$ 70.00	$ 70.00	$ 70.00	$ 70.00	$ 70.00	$ 70.00
Project Manager	$ 70.00	$ 70.00	$ 70.00	$ 70.00	$ 70.00	$ 70.00
Project Engineer	$ 59.00	$ 64.00	$ 70.00	$ 70.00	$ 70.00	$ 70.00
Assistant Project Engineer	$ 54.00	$ 59.00	$ 64.00	$ 70.00	$ 70.00	$ 70.00
Geotechnical Engineer	$ 61.00	$ 67.00	$ 70.00	$ 70.00	$ 70.00	$ 70.00
Environmental Engineer	$ 59.00	$ 64.00	$ 70.00	$ 70.00	$ 70.00	$ 70.00
Preoject Coordinator	$ 54.00	$ 59.00	$ 64.00	$ 70.00	$ 70.00	$ 70.00
Staff Engineering	$ 29.00	$ 32.00	$ 35.00	$ 38.00	$ 42.00	$ 46.00
CADD Professional	$ 50.00	$ 55.00	$ 60.00	$ 65.00	$ 70.00	$ 70.00
Materials Coordinator	$ 59.00	$ 64.00	$ 70.00	$ 70.00	$ 70.00	$ 70.00
Material Tester I *	$ 46.00	$ 50.00	$ 55.00	$ 60.00	$ 65.00	$ 70.00
Material Tester II *	$ 59.00	$ 64.00	$ 70.00	$ 70.00	$ 70.00	$ 70.00
Driller *	$ 60.00	$ 65.00	$ 70.00	$ 70.00	$ 70.00	$ 70.00
Driller Helper *	$ 49.00	$ 54.00	$ 59.00	$ 64.00	$ 70.00	$ 70.00
Document Coordinator	$ 38.00	$ 42.00	$ 46.00	$ 50.00	$ 55.00	$ 60.00
Secretary/Administrative Assistant	$ 34.00	$ 37.00	$ 41.00	$ 45.00	$ 49.00	$ 54.00

Salaries are subject to change without notice. • Payroll rates do not include Prevailing Wages. * Prevailing Wages would be assessed on a case-by-case for compliance under Illinois Prevailing Wage Act and the Illinois Department of Labor. The above labor rates have been capped to $70/hr as requested by CDOT.

805 Amherst Court, Suite 204 ♦ Naperville, IL 60565-3448 ♦ Phone (630) 305-9186 ♦ Fax (630) 355-2838
www.geoservicesinc.net

Wang Engineering

1145 North Main Street
Lombard, Illinois 60148
Phone:(630) 953-9928
Fax:(630) 953-9938

MAXIMUM SALARY RATES
2010 - 2015

CLASSIFICATION	Maximum Hourly Salary					
	2010	2011	2012	2013	2014	2015
Principal in Charge	$ 57.59	$ 60.47	$ 63.49	$ 66.67	$ 70.00	$ 70.00
Project Manager	$ 45.89	$ 48.19	$ 50.60	$ 53.13	$ 55.78	$ 58.57
Senior Engineer	$ 45.89	$ 48.19	$ 50.60	$ 53.13	$ 55.78	$ 58.57
Project Engineer	$ 29.36	$ 30.82	$ 32.36	$ 33.98	$ 35.68	$ 37.47
Staff Engineer	$ 29.36	$ 30.82	$ 32.36	$ 33.98	$ 35.68	$ 37.47
Field Engineer	$ 29.36	$ 30.82	$ 32.36	$ 33.98	$ 35.68	$ 37.47
Senior Field Inspector	$ 28.80	$ 30.24	$ 31.75	$ 33.34	$ 35.01	$ 36.76
Field Inspectors	$ 21.51	$ 22.59	$ 23.71	$ 24.90	$ 26.15	$ 27.45
Laboratory Technician	$ 16.63	$ 17.46	$ 18.33	$ 19.25	$ 20.21	$ 21.22
Project Admin Assistant	$ 21.25	$ 22.31	$ 23.43	$ 24.60	$ 25.83	$ 27.12
QC/QA Reviewer	$ 24.04	$ 25.24	$ 26.50	$ 27.83	$ 29.22	$ 30.68

I.U.O.E. Local 150 Bargaining Unit Rates *	
Level I - Materials Tester	$ 27.34
Level II - Materials Tester	$ 31.14

State of Illinois Prevailing Wage *	
Level I - Materials Tester	$ 25.20
Level II - Materials Tester	$ 30.20

* State of Illinois Prevailing Wage rates and I.U.O.E. Local 150 rates will change as rates are adjusted by State of Illinois and as allowed by Agreement with the I.U.O.E. Local 150

Overhead Rates

QCQA Construction Engineering Services

Specification No.: 80020

Name	Address	Relationship	IDOT Approved OH Rate
TranSystems Corporation	1051 Perimeter Drive, Schaumburg, IL 60173	Prime	162.31%
STATE Testing, LLC	570 Rock Road, Unit K, East Dundee, Illinois 60118	Subconsultant	149.43%
Great Lakes Soil & Env	600 Territorial Drive, Suite G, Bolingbrook, IL 60440	Subconsultant	157.01%
Geo Services, Inc.	805 Amherst Court, Suite 204 Naperville, Illinois 60565-3448	Subconsultant	201.24%
Wang Engineering, Inc.	1145 North Main Street, Lombard, Illinois 60148	Subconsultant	187.18%

IDOT Overhead Rate Letters

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

August 12, 2010

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Mr. Charles J. Stenzel
Transystems Corporation
1051 Perimeter Dr.
Suite 1025
Schaumburg, IL 60173-

Dear Mr. Stenzel:

We have completed our review of the corporate and financial information portion of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending December 31, 2009. Your firm's total annual transportation fee capacity will be $189,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 162.31% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Bureau of Budget and Fiscal Management in a pre-award audit.

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

Your firm is prequalified until December 31, 2010. You will be given an additional six months from this date to submit the Corporate and Financial Information portion of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Very truly yours,

Janet L. Pisani, P.E.
Acting Section Chief
Preliminary Engineering

SEFC PREQUALIFICATION

FIRM: TRANSYSTEMS CORPORATION SOI CODE: TRANSY DATE: 08/12/10

PLANS, SPECIFICATIONS & ESTIMATES

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

STUDIES

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

HYDRAULIC REPORTS

25. WATERWAYS TYPICAL:	X	27. PUMP STATION:	
26. WATERWAYS COMPLEX	X		

LOCATION AND DESIGN STUDIES

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

ENVIRONMENTAL STUDIES & REPORTS

31. E.A.: X 32. E.I.S.: X

SPECIAL DESIGN STUDIES

33. MASS TRANSIT:	X	34. RAILWAY ENGINEERING:	X

SPECIAL SERVICES

35. ROUTE SURVEY:	X	45. ARCHITECTURE:	
36. LAND SURVEY:		46. LANDSCAPE ARCHITECTURE:	X
37. AERIAL MAPPING:		47. HAZARDOUS WASTE:	
38. GENERAL GEOTECHNICAL SERVICES:		48. ASBESTOS ABATEMENT SURVEY:	
39. COMPLEX GEOTECHNICAL/MAJOR FOUNDATION:		49. CONSTRUCTION INSPECTION:	X
40. SUBSURFACE EXPLORATIONS:		50. QA COMPLETE:	
41. STRUCTURE GEOTECHNICAL REPORTS:		51. QA HMA & AGGREGATE:	
42. ELECTRICAL ENGINEERING:		52. QA PCC & AGGREGATE:	
43. MECHANICAL ENGINEERING:		53. BITUMINOUS MIX DESIGNS	
44. SANITARY ENGINEERING:		54. SUBSURFACE UTILITY ENGINEERING:	

X PREQUALIFIED

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

P PENDING FUTHER REVIEW

S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

L LOSS OF PREQUALIFICATION

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 21, 2010

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Mr. Jay J. Behnke
S. T. A. T. E. Testing, Llc
570 Rock Road
Unit K
East Dundee, IL 60118

Dear Mr. Behnke:

We have completed our review of the corporate and financial information portion of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending December 31, 2009. Based on your reported Illinois staff, your firm's annual Illinois transportation fee is $7,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 149.43% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Bureau of Budget and Fiscal Management in a pre-award audit.

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

Your firm is prequalified until December 31, 2010. You will be given an additional six months from this date to submit the Corporate and Financial Information portion of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Very truly yours,

Janet L. Pisani, P.E.
Acting Section Chief
Preliminary Engineering

SEFC PREQUALIFICATION

FIRM: S. T. A. T. E. TESTING, LLC SOI CODE: STATE DATE: 07/21/10

PLANS, SPECIFICATIONS & ESTIMATES

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

STUDIES

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

HYDRAULIC REPORTS

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

LOCATION AND DESIGN STUDIES

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

ENVIRONMENTAL STUDIES & REPORTS

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

SPECIAL DESIGN STUDIES

33. MASS TRANSIT:
34. RAILWAY ENGINEERING:

SPECIAL SERVICES

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

X PREQUALIFIED

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

P PENDING FUTHER REVIEW

S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

L LOSS OF PREQUALIFICATION

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 11, 2010

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Mr. Sudhakar Doppalapudi
Great Lakes Soil & Env. Consult.Inc
600 Territorial Drive
Suite G
Bolingbrook, IL 60440-

Dear Mr. Doppalapudi:

We have completed our review of the corporate and financial information portion of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending June 30, 2009. Your firm's total annual transportation fee capacity will be $12,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 157.01% are approved on a provisional basis and will be used in evaluating your Statement(s) of Interest in our selection process. The actual rate used in agreement negotiations may be determined by our Bureau of Budget and Fiscal Management in a pre-award audit.

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

Your firm is prequalified until June 30, 2010. You will be given an additional six months from this date to submit the Corporate and Financial Information portion of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Very truly yours,

Cheryl Cathey

Cheryl Cathey P.E.
Chief of Preliminary Engineering

SEFC PREQUALIFICATION

FIRM: GREAT LAKES SOIL & ENV. CONSULT.INC SOI CODE: GRLAKE DATE: 01/11/10

PLANS, SPECIFICATIONS & ESTIMATES

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

STUDIES

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

HYDRAULIC REPORTS

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

LOCATION AND DESIGN STUDIES

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

ENVIRONMENTAL STUDIES & REPORTS

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

SPECIAL DESIGN STUDIES

33.	MASS TRANSIT:	34.	RAILWAY ENGINEERING:

SPECIAL SERVICES

35.	ROUTE SURVEY:		45.	ARCHITECTURE:	
36.	LAND SURVEY:		46.	LANDSCAPE ARCHITECTURE:	
37	AERIAL MAPPING:		47.	HAZARDOUS WASTE:	
38.	GENERAL GEOTECHNICAL SERVICES:	X	48.	ASBESTOS ABATEMENT SURVEY:	
39.	COMPLEX GEOTECHNICAL/MAJOR FOUNDATION:		49.	CONSTRUCTION INSPECTION:	X
40.	SUBSURFACE EXPLORATIONS:	X	50.	QA COMPLETE:	
41.	STRUCTURE GEOTECHNICAL REPORTS:	X	51.	QA HMA & AGGREGATE:	X
42.	ELECTRICAL ENGINEERING:		52.	QA PCC & AGGREGATE:	X
43.	MECHANICAL ENGINEERING:		53.	BITUMINOUS MIX DESIGNS	
44.	SANITARY ENGINEERING:		54.	SUBSURFACE UTILITY ENGINEERING:	

X PREQUALIFIED

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

P PENDING FUTHER REVIEW

S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

L LOSS OF PREQUALIFICATION

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

May 12, 2010

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Mr. Julian Rueda
Geo Services, Inc.
805 Amherst Court
Suite 204
Naperville, IL 60565-3448

Dear Mr. Rueda:

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending December 31, 2009. Based on your reported transportation related staff and experience, you have been prequalified in the transportation specialization categories indicated on the attached summary. Your firm's total annual transportation fee capacity will be $6,400,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 201.24% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Bureau of Budget and Fiscal Management in a pre-award audit.

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

Your firm is prequalified until December 31, 2010. You will be given an additional six months from this date to submit the entire "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Very truly yours,

Janet L. Pisani, P.E.
Acting Section Chief
Preliminary Engineering

SEFC PREQUALIFICATION

FIRM: GEO SERVICES, INC. SOI CODE: GEOSRV DATE: 05/12/10

PLANS, SPECIFICATIONS & ESTIMATES

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

STUDIES

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

HYDRAULIC REPORTS

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

LOCATION AND DESIGN STUDIES

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

ENVIRONMENTAL STUDIES & REPORTS

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

SPECIAL DESIGN STUDIES

33. MASS TRANSIT:	34. RAILWAY ENGINEERING:

SPECIAL SERVICES

35. ROUTE SURVEY:		45. ARCHITECTURE:	
36. LAND SURVEY:		46. LANDSCAPE ARCHITECTURE:	
37 AERIAL MAPPING:		47 HAZARDOUS WASTE:	
38. GENERAL GEOTECHNICAL SERVICES:	X	48. ASBESTOS ABATEMENT SURVEY:	
39. COMPLEX GEOTECHNICAL/MAJOR FOUNDATION:		49. CONSTRUCTION INSPECTION:	X
40. SUBSURFACE EXPLORATIONS:	X	50. QA COMPLETE:	
41. STRUCTURE GEOTECHNICAL REPORTS:	X	51 QA HMA & AGGREGATE:	X
42. ELECTRICAL ENGINEERING:		52. QA PCC & AGGREGATE:	X
43. MECHANICAL ENGINEERING:		53. BITUMINOUS MIX DESIGNS	
44. SANITARY ENGINEERING:		54. SUBSURFACE UTILITY ENGINEERING:	

X PREQUALIFIED

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

P PENDING FUTHER REVIEW

S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

L LOSS OF PREQUALIFICATION

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

February 3, 2010

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Mr. Paul Wang
Wang Engineering, Inc.
1145 N. Main Street
Lombard, IL 60148-

Dear Mr. Wang:

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending June 30, 2009. Based on your reported transportation related staff and experience, you have been prequalified in the transportation specialization categories indicated on the attached summary. Based on your reported Illinois staff, your firm's annual Illinois transportation fee is $5,400,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 187.18% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Bureau of Budget and Fiscal Management in a pre-award audit.

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

Your firm is prequalified until June 30, 2010. You will be given an additional six months from this date to submit the Corporate and Financial Information portion of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Very truly yours,

Scott E. Stitt P.E.
Acting Chief of Preliminary Engineering

SEFC PREQUALIFICATION

FIRM: WANG ENGINEERING, INC. SOI CODE: WANG DATE: 02/03/10

PLANS, SPECIFICATIONS & ESTIMATES

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

STUDIES

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

HYDRAULIC REPORTS

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

LOCATION AND DESIGN STUDIES

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

ENVIRONMENTAL STUDIES & REPORTS

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

SPECIAL DESIGN STUDIES

33. MASS TRANSIT:
34. RAILWAY ENGINEERING:

SPECIAL SERVICES

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

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

Attachment B

CITY OF CHICAGO
TRAVEL REIMBURSEMENT GUIDELINES

All transportation costs must be accounted for with separate categories for each type of transportation (airline, rail, bus, cab fares or other local transportation, and private automobiles.) The use of a private automobile in lieu of public transportation will be reimbursed at 58.5 cents per mile, but in no event will the reimbursement exceed the cost of coach air fare. The maximum daily rate designated for hotel rate for meals are also in group categories. Any tips or gratuity is to be included.

Original itemized receipts for all costs must be attached to the approved travel request and submitted with the monthly invoice.

Reimbursement rates are categorized by relative travel costs associated with certain cities. Group II and III lists are not all inclusive. For cities not listed, please consult with the Office of Budget & Management for appropriate reimbursement rates.

(Per diem based upon Federal Government Rates; all rates will be updated annually).	**STAND ALONE**	**GROUP I CITIES**	**GROUP II CITIES**	**GROUP III CITIES**
	New York City Manhattan/ New York City metro-area.	Atlanta, GA Boston, MA Chicago, IL Los Angeles, CA Philadelphia, PA San Francisco, CA Washington, DC/ Washington DC metro-area All international destinations	Baltimore, MD Cleveland, OH Cincinnati, OH Columbus, OH Dallas, TX Denver, CO Detroit, MI Houston, TX Indianapolis, IN Las Vegas, NV Memphis, TN Miami, FL Milwaukee, WI Minneapolis/ St. Paul, MN Nashville, TN New Orleasn, LA Orlando, FL Phoenix, AZ Pittsburgh, PA Portland, OR San Diego, CA San Jose, CA Seattle, WA Tampa, FL	Kansas City, MO Louisville, KY Madison, WI St. Louis, MO Springfield, IL
GROUND TRANSPORTATION **shuttle, taxi, or public transportation** **One allowance per trip**	$55.00	$50.00	$40.00	$30.00
TRANSPORTATION **air:** **rail:** **bus:** **personal car:**	coach fare economy fare economy fare $0.585/miles	coach fare economy fare economy fare $0.585/miles	coach fare economy fare economy fare $0.585/miles	coach fare economy fare economy fare $0.585/miles
LODGING **The maximum daily rate is exclusive of applicable taxes. Taxes will be included in the reimbursement.**	$250.00	$250.00	$225.00	$150.00
PER DIEM **breakfast:** **lunch:** **dinner**	$11.00 $13.00 $26.00	$10.00 $12.00 $24.00	$9.00 $11.00 $22.00	$8.00 $10.00 $20.00
Total including tax and tip	$64.00	$59.00	$54.00	$49.00

EXHIBIT 3

DBE Special Conditions

SPECIAL CONDITIONS REGARDING
DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT
(FAA/FTA/FHWA(IDOT) funded Professional Services)

INTRODUCTION

Non-Discrimination. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate.

Note: The Consultant must include the provision set forth in the paragraph above in all of its subcontract agreements.

Compliance. In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the disadvantage business enterprise commitment requirements and all other requirements set forth in the Disadvantaged Business Enterprises Special Conditions set forth below. Consultant's completed Schedules C-1 and D-1 evidencing its compliance with this requirement are made a part of this Agreement, upon acceptance by the Chief Procurement Officer. Consultant must utilize disadvantaged business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed therein as applied to all payments received from the City.

DBE Financial Institutions. Consultant is encouraged to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals. Use of such institutions may be considered by the City as evidence of Consultant's willingness to do business with DBEs. Information about such institutions is available in the City of Chicago's

DBE Program document as well as these Special Conditions Regarding Disadvantaged Business Enterprise Commitment, (See Section 12, *"DBE Financial Institutions"*) and the Directory of Disadvantaged, Minority and Women-Owned Business Enterprises, copies of which are available at the City of Chicago, Bid and Bond Room, City Hall, Room 301, Chicago, IL 60602 or at the City of Chicago WEBsite: www.cityofchicago.org/purchasing.

1. **Policy and Terms**

A. It is the policy of the City of Chicago that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, shall have the maximum feasible opportunity to participate fully in the performance of contracts financed under this agreement. Therefore the contractor shall not discriminate against any person or business on the basis of race, color, national origin, or sex, and shall take affirmative action to ensure that women and minority owned businesses shall have the maximum feasible opportunity to compete for and perform subcontracts for supplies or services.

B. Accordingly, the Contractor (hereinafter, "Consultant") agrees to expend not less than the following percentages of the total contract price, if awarded, for contract participation by DBEs:

DBE participation goal: 30%

C. This commitment may be met by the prime Consultant's status as a DBE, or by a joint venture with one or more certified DBEs, or by subcontracting a portion of the work to one or more certified DBEs, or by the purchase of materials used in the performance of the contract from one or more certified DBEs, or by any combination of the foregoing. The Chief Procurement Officer also has the authority to review each proposed contract modification and amendment that by itself or aggregated with previous modification/amendment requests, increases the contract value by ten percent (10%) of the initial award

joint venture agreement. The Chief Procurement Officer reserves the right to deny or limit DBE credit to the Consultant where any DBE joint venture partner is found to have duties, responsibilities, risks of loss and management control over the joint venture that is not commensurate with or in proportion to its joint venture ownership.

6. **Procedure to Determine Compliance with Contract Requirements**

The following Schedules and described documents constitute the Consultant's DBE proposal, and **must be submitted together with its proposal at the time of bid opening or submission of proposals**, unless stated otherwise:

A. **Schedule B: Affidavit of DBE/Non-DBE Joint Venture**
Where the Consultant's DBE proposal includes the participation of any DBE as a joint venturer prime or subcontractor, The Consultant's must submit, together with its bid or proposal, a Schedule B: Affidavit of DBE/Non-DBE Joint Venture, with an attached copy of the joint venture agreement proposed among the parties.

B. **Schedule C-1: Letter of Intent from DBE to Perform as Subconsultant/Subcontractor/ Supplier.**
A **Schedule C-1**, executed by the DBE firm (or Joint Venture Subcontractor) must be submitted by the Consultant for each DBE included on their Schedule D-1 Utilization Plan and must accurately detail the work to be performed by the DBE firm and the agreed rates and prices to be paid.

C. **Schedule D-1: Affidavit of DBE Goal Implementation Plan**
Consultant must submit, prior to contract award, a completed **Schedule D-1** committing them to the utilization of each listed DBE firm. Except in cases where the Consultant has received a complete waiver of the DBE goals in accordance with Section 7. below, *"Grant of Relief for Consultants: Waiver of DBE Goal,"* the Consultant must commit to expend a specific percentage of the total dollar value of the contract with each DBE firm included on its **Schedule D-1**. The total dollar commitment to proposed DBE firms must *at least* equal the DBE goal. All commitments made by the Consultant's **Schedule D-1** must conform to those presented in the submitted **Schedule C-1s**.

D. **Schedule F: Report of Subcontractor/Subconsultant Solicitations**
All Bidders/Proposers must submit, together with their bid/proposal, a completed Schedule F report containing information on all subcontractors, DBEs and non-DBEs, solicited for participation in the contract. The Schedule F shall include the following subcontractor/subconsultant information: Contractor name; Address; Contact person; DBE status; Type of work solicited

E. **Letters of Certification**
A copy of each proposed DBE firm's current Letter of Certification from the City of Chicago must be submitted with the proposal (RFQ or RFP). All Letters of Certification are dated and are valid for one year from date of issue by the City. All Letters of Certification issued by the City of Chicago include a statement of the DBE firm's Area of Specialty. The DBE firm's scope of work, as detailed by their **Schedule C-1** must conform to their certified Area of Specialty.

F. **Joint Venture Agreements**
If the Consultant's DBE proposal includes the participation of DBE firm(s) as joint venturers on any tier (either as the Consultant or as a subcontractor), Consultant must provide a copy of the joint venture agreement in addition to a completed **Schedule B.** In order to demonstrate the DBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include *specific details* related to: (1) contributions of capital and

Stated reasons which would be acceptable include any of the following examples: A previously committed DBE was found not to be able to perform, or not to be able to perform on time; a committed DBE was found not to be able to produce acceptable work; a committed DBE was discovered later to be not bona fide; a DBE previously committed at a given price later demands an unreasonable escalation of price.

The Consultant's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: A replacement firm has been recruited to perform the same work under terms more advantageous to the Consultant; issues about performance by the committed DBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); a DBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

(3) The Consultant's notification should include the name, address, and principal official of any proposed substitute DBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same DBE affidavits and documents, which are required of Consultants, as enumerated above in Section 6., *"Procedure to Determine Compliance with Contract Requirements."*

(4) The City will evaluate the submitted documentation, and respond within 15 working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the City will instead respond as soon as practicable.

(5) Actual substitution of a replacement DBE to fulfill contract requirements should not be made before City approval is given for the substitute DBE. Once notified of City approval, the substitute DBE subcontract must be executed within five working days, and a copy of the DBE subcontract with signatures of both parties to the agreement should be submitted immediately to the City.

C. The City will not approve extra payment for escalated costs incurred by the Consultant when a substitution of subcontractors becomes necessary for the Consultant in order to comply with DBE contract requirements.

D. After award of contract, no relief of the DBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver or the DBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Consultant to locate specific firms, solicit DBE proposals, seek assistance from technical assistance agencies, etc., (as outlined in Section 6. above, *"Grant of Relief for Consultants: Waiver of DBE Goal"*).

E. In a case where an enterprise under contract was previously considered to be a DBE but is later found not to be, or whose work is found not to be creditable toward DBE goals fully as planned, the City will consider the following special criteria in evaluating a waiver request:

(1) Whether the Consultant was reasonable in believing the enterprise was a DBE or that eligibility or "counting" standards were not being violated;

(2) The adequacy of unsuccessful efforts taken to obtain a substitute DBE (as outlined in Section 6. above, *"Grant of Relief for Consultants: Waiver of DBE Goal"*).

SCHEDULE C-1

Letter of Intent from DBE to Perform as Subconsultant/Subcontractor/Supplier

Name of Project: QCQA Construction Engineering Services

Specification No. 80020

From: Great Lakes Soil and Environmental Consultants, Inc.
(Name of DBE Firm)

To: TranSystems and the City of Chicago:
(Name of Prime Consultant/Contractor)

The DBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago dated _____.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:
Material Testing Services.

The above described services or goods are offered for the following price and described terms of payment:
Cost plus fixed fee not to exceed $2,235,207.59 (24.07%)

If more space is needed to fully describe the DBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

Conditioned upon your execution of a contract with the City of Chicago, the undersigned will enter into a formal written agreement for the above work with you as a Prime Consultant/Contractor, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

(Signature of President, Owner or Authorized Agent)

Anshuman Balekai, P.E. / Principal / V. P Field Operations.
Name /Title (Print)

July 1, 2010
Date

630-754-8700
Phone

SCHEDULE C-1
Letter of Intent from DBE to Perform as Subconsultant/Subcontractor/Supplier

Name of Project: Quality Control/Quality Assurance Construction Engineering Services

Specification No. 80020

From: Geo Services, Inc.
(Name of DBE Firm)

To: TranSystems, Inc. and the City of Chicago:
(Name of Prime Consultant/Contractor)

The DBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago dated August 10, 2009 with the Illinois Unified Certification Program (IL UCP) by METRA

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Material Testing Services

The above described performance is offered for the following price and described terms of payment:

Cost plus fixed fee not to exceed $896,738.71 (9.66%)

If more space is needed to fully describe the DBE firm's proposed scope of work and /or payment schedule, attach additional sheets.

Conditioned upon your execution of a contract with the City of Chicago, the undersigned will enter into a formal written agreement for the above work with you as a Prime Consultant/Contractor, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

(Signature of President, Owner or Authorized Agent)

Julian Rueda, P.E. / President
Name/Title (Print)

July 1, 2010
Date

(630) 305-9186
Phone

SCHEDULE C-1

Letter of Intent from DBE to Perform
as Subconsultant/Subcontractor/Supplier

Name of Project: QCQA Construction Engineering Services
Specification No. 80020

From: Wang Engineering, Inc.
(Name of DBE Firm)

To: TranSystems
(Name of Prime Consultant/Contractor) and the City of Chicago:

The DBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago dated OCTOBER 6, 2009.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:
Material Testing Services.

The above described services or goods are offered for the following price and described terms of payment:
Cost plus fixed fee not to exceed $303,911.70 (3.27%)

If more space is needed to fully describe the DBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

Conditioned upon your execution of a contract with the City of Chicago, the undersigned will enter into a formal written agreement for the above work with you as a Prime Consultant/Contractor, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

(Signature of President, Owner or Authorized Agent)

Paul Wang, P.E. / President
Name /Title (Print)

JUNE 30, 2010
Date

630-953-9928
Phone

D-1 Form

SCHEDULE D-1
Affidavit of DBE Goal Implementation Plan

Project Name: QCQA Construction Engineering Services

State of Illinois

County (City) of Chicago

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

TranSystems Corporation
Name of Prime Consultant/Contractor

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the DBE goal of this contract.

All DBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

I. DBE Prime Consultant/Contractor. If prime consultant is a certified DBE firm, attach copy of City of Chicago Letter of Certification.

II. DBEs as Joint Venturers. If prime consultant is a joint venture and one or more joint venture partners are certified DBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the DBE firm(s) and its ownership interest in the joint venture.

III. DBE Subconsultants. Complete for each DBE subconsultant/subcontractor/supplier.

1. Name of DBE: Great Lakes Soil & Environmental Consultants, Inc.

   Address: 600 Territorial Dr, Bolingbrook, IL 60440

   Contact Person: Anshu Balekai Phone: (630) 754-8700

   Dollar Amount of participation $ 2,235,207.59

   Percent Amount of Participation: 24.07 %

2. Name of DBE: Geo Services, Inc.

   Address: 805 Amherst Court, Suite 204 Naperville, IL 60565

   Contact Person: Julian Rueda Phone: (630) 305-9186

   Dollar Amount of Participation $ 896,738.71

   Percent Amount of Participation: 9.66 %

3. Name of DBE: Wang Engineering, Inc.

   Address: 1145 N. Main Street, Lombard, IL 60148

   Contact Person: Paul Wang Phone: (630) 953-9928

   Dollar Amount of Participation $ 303,911.70

   Percent Amount of Participation: 3.27 %

4. Name of DBE: _____

   Address: _____

   Contact Person: _____ Phone: _____

   Dollar Amount of Participation $ _____

   Percent Amount of Participation: _____ %

5. Name of DBE: _____

   Address: _____

   Contact Person: _____ Phone: _____

   Dollar Amount of Participation $ _____

   Percent Amount of Participation: _____ %

6. Name of DBE: _____

   Address: _____

   Contact Person: _____ Phone: _____

   Dollar Amount of Participation $ _____

   Percent Amount of Participation: _____ %

7. Name of DBE: _____

   Address: _____

   Contact Person: _____ Phone: _____

   Dollar Amount of Participation $ _____

   Percent Amount of Participation: _____ %

8. Attach additional sheets as needed.

IV. Summary of DBE Proposal:

DBE Firm Name	Dollar Amount of Participation	Percent Amount of Participation
Great Lakes Soil & Environmental, Inc.	$ 2,235,207.59	24.07 %
Geo Services, Inc.	$ 896,738.71	9.66 %
Wang Engineering, Inc.	$ 303,911.70	3.27 %
Total DBE Participation	$ 3,435,858.00	37.0 %

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following persons as their DBE Liaison Officer:

Name Richard J. Morsches Phone Number: (847) 605-9600

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct and that I am authorized on behalf of the contractor to make this affidavit.

Signature of Affiant (Date)

State of Illinois

County of Cook

This instrument was acknowledged before me on June 30, 2010 (date)

by Richard J. Morsches (name/s of person/s)

as Vice President (type of authority, e.g., officer, trustee, etc.)

of TranSystems Corp. (name of party on behalf of whom instrument was executed).

Signature of Notary Public

(Seal)

"OFFICIAL SEAL"
JEAN A. MOLITOR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/2/2012

Current DBE Certification Letters

Goyal Industries, Inc.

Prakash R. Goyal
382 Park Ave. East
Mansfield, OH 44905

Phone: 419-522-7099
Fax: 419-522-7111
goyalinds@aol.com
District 1,2,3,4,5,6,7,8,9

Anniversary: 12/7/2013 *715*

Specialty: Manufacturing Miscellaneous

CUSTOM METAL FABRICATION: MACHINED/MOLDE D STEEL; ALUMINUM AND PLASTIC CUSTOM MADE COMPONENTS; TRAIN CAR COMPON ENTS AND ASSEMBLIES

Grace Analytical Lab, Inc.

Grace Kim
5300-B McDermott Dr.
Berkeley, IL 60163

Phone: 708-449-9449
Fax: 708-449-3663
gracelab@gracelabinc.com
District 1

Anniversary: 8/2/2014 *716*

Specialty: Professional Architecture/Engineering

CHEMICAL ANALYSIS OF ENVIRONMENTAL SAMPL ES; BIO-REMEDIATION; BIOLOGICAL ANALYSIS; FIELD SAMPLING

Grace Lai

Grace Lai
1355 N. Sandburg Ter., #902-D
Chicago, IL 60610-0000

Phone: 312-337-3591
Fax: 312-337-3591
District 1

Anniversary: 12/1/2011 *717*

Specialty: Supplier Miscellaneous

FURNISHINGS: ARTWORK, CABINETS, FURNITURE, WINDOW TREATMENTS, ETC. FURNISHINGS: ARTWORK, CABINETS, FURNITURE, WINDOW TREATMENT, ETC;ARTISTS;Drawings (Originals);Drawings and Diagrams: Dimensional, Technical, etc.

Grace Transportation Modeling

Qinglin Chen
1227 Denver Ct
Naperville, IL 60540

Phone: 630-605-2789
Fax: 626-609-2789
chenql.linda@gmail.com
District 1,2,3,4,5,6,7,8,9

Anniversary: 10/17/2015 *718*

Specialty: Professional

TRANSPORTATION MANAGEMENT CONSULTING SERVICES

Graceful Concepts & Images, Inc. d/b/a GCI Compani

John G. Johnson
9500 W. Manhattan Monee Rd.
Frankfort, IL 60423-8012

Phone: 815-464-8152
Fax: 815-464-9427
JGJOHNSON@GCICORP.INFO
District 1

Anniversary: 7/1/2015 *719*

Specialty: Supplier

SUPPLIER OF OFFICE FURNITURE, FLOORING, WALL TREATMENT PRODUCTS, EDUCATIONAL FURNISHINGS AND E-LEARNING TECHNOLOGY.

Graphics Support Services, Inc.

Melissa L. Lott
20 North Clark Street, Suite 1500
Chicago, IL 60602-0000

Phone: 312-553-2111
Fax: 312-553-2113
mlott@gsscreative.net
District 1

Anniversary: 7/1/2011 *720*

Specialty: Professional

Graphic Design and Production Services

Great Lakes Electrical Maintenance, Incorporated

Oliver King, Sr
3817 Hayes St.
Gary, IN 46408-0000

Phone: 219-980-2710
Fax: 219-887-1288
g.l.e.m@sbcglobal.net
District 10

Anniversary: 6/30/2012 *721*

Specialty: Construction Miscellaneous

Electrical Contractor

Great Lakes Metals Corporation

Donna Herpich
8920 S. Octavia
Bridgeview, IL 60455

Phone: 708-430-0500
Fax: 708-430-0505
glmcdonna@aol.com
District 1

Anniversary: 6/1/2015 *722*

Specialty: Supplier

STEEL SUPPLIER

Great Lakes Soil & Environmental Consultants, Inc.

Sudhakar Rao Doppalapudi
600 Territorial Dr., Ste. G
Bolingbrook, IL 60440

Phone: 630-754-8700
Fax: 630-754-8705
dsrao@greatlakessoil.com
1,2,3,4

Anniversary: 6/1/2014 *723*

Specialty: Professional Architecture/Engineering

QA AGGREGATE/HMA/PCC; MISC: MATERIAL TESTING; URBAN PLANNING; BITUMINOUS MIX DESIGNS

Illinois Department of Transportation

Great Lakes Soil & Environmental Consultants, Inc.

is hereby certified as a

Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control only and supercedes any authorization or listing previously issued.

Gary Hannig
Secretary
Illinois Department of Transportation

Carol Lyle
Bureau Chief
Bureau of Small Business Enterprises

Effective the 15th day of May, 2009

Illinois Department of Transportation
Office of Small Business Services
2300 South Dirksen Parkway / Springfield, Illinois 62764

June 23, 2009

CERTIFIED-RETURN RECEIPT REQUESTED

Sudhakar Rao Doppalapudi
Great Lakes Soil &
Environmental Consultants, Inc.
600 Territorial Dr., Ste. G
Bolingbrook, IL 60440

Dear Sudhakar Rao Doppalapudi:

The Illinois Department of Transportation (IDOT), your host agency, has reviewed your *Continued DBE Eligibility Affidavit (CEA)* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26.

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

Your certification is approved for a five (5) year period, commencing on **May 15, 2009**. To remain certified with the IL UCP during the five-year period, you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affects your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

- QA Aggregate/HMA/PCC
- Misc: Material Testing
- Urban Planning
- Bituminous Mix Designs

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at www.dot.il.gov/ucp/ucpdirectorybyname.pdf.

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

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category(ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

Please direct all inquiries and any questions to this agency at (217) 782-5490.

Sincerely,

Debra A. Clark, Manager
Certification Section
Bureau of Small Business Enterprises

Enclosure

Great Lakes
Soil & Environmental Consultants, Inc.

600 Territorial Drive, Suite G
Bolingbrook, IL 60440
Ph: (630) 754-8700
Fax: (630) 754-8705
www.greatlakessoil.com

Engineering and material testing

E-Mail: dsrao@greatlakessoil.com

May 27th, 2010

Illinois Department of Transportation
Bureau of Small Business Enterprises
Attn.: Certification Section
2300 South Dirksen Parkway, Room 319
Springfield, IL 62764

Re: No Change Affidavit
Great Lakes Soil & Environmental Consultants, Inc.

Dear Ms. Clark:

Great Lakes Soil & Environmental Consultants, Inc (GLSEC) is pleased to submit the No Change Affidavit form with supporting documents.

The following documents are attached with this cover letter.

- Completed DBE No Change Affidavit form.
- Corporate 2008 Tax returns.
- Individual Owners 2009 Tax returns and personnel net worth statements.

If you have any questions or need additional information, please feel free to call me at 630-754-8700.

Thank you.

Very truly yours,
Great Lakes Soil & Environmental Consultants, Inc.

Sudhakar Rao Doppalapudi, P.E.
President

Gem Construction Co.

Jo Ann Raimondi
348 E. Woodlane Court
Wood Dale, IL 60191-0000

Phone: 630-595-2457
Fax: 630-595-2473
District 1

Anniversary: 9/1/2012 *678*

Specialty: Manufacturing Construction

Miscellaneous Concrete Construction (exclusive of public walkways)

Gene Miller Co., Inc. d/b/a Miller The Driller

Kristine L. Young
5125 E. University Ave.
Des Moines, IA 50327-7007

Phone: 515-266-2261
Fax: 515-266-1349
krisyoung@millerthedriller.com
2,3,4,5,6,7

Anniversary: 4/1/2015 *679*

Specialty: Construction

MISC: DIRECTIONAL BORING

General Energy Corp.

Prem Mahrotra
230 Madison Street
Oak Park, IL 60302

Phone: 708-386-6000
Fax: 708-386-6091
PremM@gecchicago.com
District 1

Anniversary: 11/1/2014 *680*

Specialty: Professional

Engineering Services: Consulting in mechanical, electrical, plumbing, fire protection, fire alarm & security systems. Energy Audits; LEED Design & Commissioning.

Genesis Integrative Solutions

Ronald Banks
7103 Peerless
Houston, TX 77021-0000

Phone: 773-667-9662
Fax: 773-667-7786
ronbanks@gisolutions.biz
District 1

Anniversary: 6/1/2013 *681*

Specialty: Miscellaneous

Support Services; Computer Network Consulting; Computer Software Consulting

Genesis Nursery, Inc.

Kathy M. Lubbs
23200 Hurd Rd.
Tampico, IL 61283

Phone: 815-438-2220
Fax: 815-438-2222
genesis_nursery@yahoo.com
1,2,3,4,5,6,7,8,9

Anniversary: 10/1/2010 *682*

Specialty: Supplier

MISC: LANDSCAPE PLANTS - NATIVE; MISC: SEED - NATIVE, SPECIALTY WOOD/WET

Genoa International

Pamela Kahn
One Sugar Creek Center Blvd., Ste. 945
Sugar Land, TX 77478

Phone: 281-313-0120
Fax: 281-313-0122
pkahn@genoaint.com
1,2,3,4,5,6,7,8,9

Anniversary: 11/1/2015 *683*

Specialty: Supplier

MISC: BROKER PETROLEUM PRODUCTS

Geo Services, Inc.

Julian Rueda
805 Amherst Court - STE 204
Naperville, IL 60565-3448

Phone: 630-305-9186
Fax: 630-355-2838
julianrueda@geoservicesinc.net
District 1

Anniversary: 8/1/2013 *684*

Specialty: Construction Architecture/Engineering

BORINGS FOR BUILDING CONSTRUCTION; CORE DRILLING AND TEST BORINGS; SOIL TEST DRILLING AND TEST BORINGS FOR CONSTRUCTION. MATERIALS TESTING LABORATORY SERVICES. GEOTECHNICAL ENVIRONMENTAL , CONSTRUCTION INSPECTION, CONSTRUCTION QA/QC.

George A. Lanxon Piling Sales, Inc.

Barbara J. Lanxon
P. O. Box 3069
Fairview Heights, IL 62208

Phone: 618-632-2998
Fax: 618-632-9806
piling53@att.net
1,2,3,4,5,6,7,8,9

Anniversary: 8/1/2014 *685*

Specialty: Supplier

MISC: STEEL PILING - FEES & COMMISSIONS

Geotrack, Inc.

Jonathan L. Tan
P. O. Box 228
Lake Forest, IL 60045

Phone: 847-234-0185
Fax: 847-574-0383
jtan@geotrack.com
2,3,5,6,7,8,9

Anniversary: 7/1/2012 *686*

Specialty: Construction

CONST.:MISC. SUBSURFACE UTILITY LOCATION

GEO SERVICES, INC.

is hereby certified as a

Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control and supersedes any authorization or listing previously issued.

Sandi Llano DBE Director

08-01-09
Issued

08-01-10
Expires

Metra

Metra SM

547 W. Jackson Blvd. Chicago, Illinois 60661 Telephone: (312) 322-6900 TTY# 1-312-322-6774

August 10, 2009

Julian Rueda
Geo Services, Inc.
805 Amherst Court- STE 204
Naperville, IL 60565-3448

Dear Mr. Rueda:

Metra has reviewed your annual *No Change Affidavit* and supporting documentation and are pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due ***August 1, 2010***. Notification will be sent to you sixty (60) days prior to this date.

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

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

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at www.metrarail.com.

Your firm's name will appear in the IL UCP DBE Directory under the following category name(s): ***A&E and Construction* at 100% Credit** *specializing* in ***Borings for Building Construction; Core Drilling and Test Borings; Soil Test Drilling and Test Borings for Construction. Materials Testing Laboratory Services. Geotechnical Environmental and Civil Engineering. Construction Inspection. Pavement Engineering and Analysis; Construction QA/QC.***

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

Sincerely,

Sandi Llano

Sandi Llano, Director
Office of DBE Administration

SL:\bg

Metra is the registered service mark for the Northeast Illinois Regional Commuter Railroad Corporation.

Geo Services, Inc.
Geotechnical, Environmental and Civil Engineering
An MBE - DBE Firm

June 11, 2010

Sandi Llano, Director
METRA
Office of DBE Administration
547 West Jackson Boulevard
Chicago, IL 60661-5717

Sent via FedEx (Tracking Number 798751948876)

RE: Geo Services, Inc. IL UCP DBE No Change Affidavit,
Julian Rueda's Personal Net Worth Statement as of 31 Dec 09,
and Supportive Documentation

Dear Ms. Llano:

Enclosed are the following documents as requested on your June 2, 2010 letter for Geo Services, Inc. No Change Affidavit as a DBE with METRA our host agency with the Illinois Unified Certification Program:

- ☐ Geo Services, Inc. Illinois Unified Certification Program DBE No Change Affidavit.
- ☐ Julian Rueda's METRA Statement of Personal Net Worth Disadvantaged Business Enterprise Program as of 31 Dec 2009 and its supportive documentation.
- ☐ Copy of Geo Services, Inc. 2009 US Federal Corporate Tax return.
- ☐ Copy of J D Resources of Illinois, Inc. 2009 US Federal Corporate Income Tax return.

Please contact me if you have any questions on the information being submitted.

Sincerely,

Geo Services, Inc.

Julian Rueda, P.E.
President

Encl.

Cc: Files

805 Amherst Court, Suite 204 ♦ Naperville, IL 60565-3448 ♦ Phone (630) 305-9186 ♦ Fax (630) 355-2838
www.geoservicesinc.net

Wang Engineering, Inc. *1739*

Paul Wang
1145 N. Main St.
Lombard, IL 60148

Phone: 630-953-9928
Fax: 630-953-9938
pwang@wangeng.com
1,2,3,4,5,6,7,8

Anniversary: 12/1/2013
Specialty: Architecture/Engineering
STRUCTURE GEOTECHNICAL REPORTS; SUBSURFACE EXPLORATIONS; GENERAL GEOTECHNICAL SERVICES; COMPLEX GEOTECHNICAL/MAJOR FOUNDATION; QA AGGREGATE/HMA/PCC; QA HMA & AGGREGATE; QA PCC & AGGREGATE; CONSTRUCTION INSPECTION

Wang Testing Services, Inc. *1740*

Paul Wang
1145 N. Main St.
Lombard, IL 60148

Phone: 630-953-9928
Fax: 630-953-9938
pwang@wangeng.com
1,2,3,4

Anniversary: 7/1/2014
Specialty: Professional Construction
MISC: MATERIAL TESTING; MISC: ENVIRONMENTAL DRILLING

Ward Environmental Services, inc. *1741*

David Ward
1155 E. Hyde Park Blvd.
Chicago, IL 60615-0000

Phone: 773-288-1672
Fax: 773-288-8990
weswizard@aol.com
District 1

Anniversary: 9/1/2016
Specialty: Miscellaneous
Environmental Consulting;Environmental Services (Not Otherwise Classified)

Ward's Custom Landscaping *1742*

Wardine Smith
3804 W. Pagewood Dr.
Peoria, IL 61615

Phone: 309-671-1890
Fax: 309-671-1893
2,3,4,5,6,7,8

Anniversary: 3/1/2014
Specialty: Construction
SEEDING & SODDING; LANDSCAPING

Waste Specialties Incorporated *1743*

Lydia Kuyawa-Dow
11329 Highland Drive
Plainfield, IL 60585

Phone: 708-267-7648
Fax: 708-323-1112
wastegal@comcast.net
District 1

Anniversary: 7/1/2013
Specialty: Professional
WASTE AND RECYCLING CONSULTING COMPANY

Wayne's Hauling, Inc. *1744*

E. Dwayne Carraway
P. O. Box 685
East St. Louis, IL 62202

Phone: 618-874-8380
Fax: 618-874-8381
wayneshaulinginc@gmail.com
8

Anniversary: 12/1/2011
Specialty: Trucking Construction
DEMOLITION; TRUCKING

Weld Tech, Ltd. *1745*

Jesus Ibarra
1750 N. Springfield
Chicago, IL 60647-4622

Phone: 773-772-5560
Fax: 773-772-5567
weldtech@sbcglobal.net
District 1

Anniversary: 4/1/2014
Specialty: Manufacturing Miscellaneous
STRUCTURAL STEEL FABRICATION, ORNAMENTAL IRON FABRICATION, MISCELLANEOUS STEEL, FENCING, WELDING, VEHICLE BODY REPAIR.

Welsh Planning *1746*

Beata E. Welsh
1509 W. Juneway Terrace
Chicago, IL 60626-1205

Phone: 773-465-6577
Fax: 773-465-6561
WELPLAN@YAHOO.COM
District 1

Anniversary: 3/1/2015
Specialty: Professional
TRANSPORTATION CONSULTING, TECHNICAL WRITING, PROJECT MANAGEMENT, GRANT DEVELOPMENT AND ADMINISTRATION. SUSTAINABLE LANDSCAPE PLANNING AND DESIGN SERVICES.

We're Cleaning, Inc., dba: W.C.I. Security Services *1747*

Yvonne Mcginnis
644 South Clark St.
#203
Chicago, IL 60605-0000

Phone: 312-566-9220
Fax: 312-566-9225
ymcginnis@aol.com
District 1

Anniversary: 6/30/2012
Specialty: Construction Miscellaneous
Post Construction Clean-Up; Building Maintenance; Janitorial Services; Private Security Contractor; Landscaping

Illinois Department of Transportation

WANG ENGINEERING, INC.

is hereby certified as a

Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control only and supercedes any authorization or listing previously issued.

Milton R. Sees
Secretary
Illinois Department of Transportation

Carol Lyle
Bureau Chief
Small Business Enterprises

Effective the **5th** day of **November, 2008**

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

December 24, 2009

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Paul Y. Wang
Wang Engineering, Inc.
1145 N. Main St.
Lombard, IL 60148

Dear Mr. Wang:

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

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

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

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

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

Sincerely,

Debra A. Clark, Manager
Certification Section
Small Business Enterprises

Illinois Department of Transportation
Office of Small Business Services
2300 South Dirksen Parkway / Springfield, Illinois 62764

June 29, 2009

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Paul Wang
Wang Engineering, Inc.
1145 N. Main St.
Lombard, IL 60148

Dear Mr. Wang:

This is written notification that the Illinois Department of Transportation (IDOT) has revised your work categories after reviewing and approving your request of June 16, 2009. As of the date of this letter, your approved categories will be:

- Structure Geotechnical Reports
- Subsurface Explorations
- General Geotechnical Services
- Complex Geotechnical/Major Foundation
- Construction Inspection
- QA Complete
- QA HMA & Aggregate
- QA PCC & Aggregate

The next IL UCP DBE Directory will reflect the revised categories. If you have any questions or require additional information, please contact this agency at (217) 782-5490.

Sincerely,

Debra A. Clark, Manager
Certification Section
Bureau of Small Business Enterprises

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

November 19, 2008

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Paul Wang
Wang Engineering, Inc.
1145 N. Main St.
Lombard, IL 60148

Dear Mr. Wang:

The Illinois Department of Transportation (IDOT), your host agency, has reviewed your *Continued DBE Eligibility Affidavit (CEA)* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26.

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

Your certification is approved for a five (5) year period, commencing on **November 5, 2008**. To remain certified with the IL UCP during the five-year period, you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affects your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

- Structure Geotechnical Reports
- Subsurface Explorations
- General Geotechnical Services
- Complex Geotechnical/Major Foundation
- Construction Inspection

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at www.dot.il.gov/ucp/ucpdirectorybyname.pdf.

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

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category(ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

Please direct all inquiries and any questions to this agency at (217) 782-5490

Sincerely,

Debra A. Clark, Manager
Certification Section
Small Business Enterprises

Enclosure

EXHIBIT 4

Online Economic Disclosure Certificate

(Including Disclosure of Retained Parties)

CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 13380
Certificate Printed on: 03/08/2011

Date of This Filing:09/13/2010 11:50 AM
Original Filing Date:09/13/2010 11:50 AM

Disclosing Party: TranSystems Corporation
Filed by: Caroline Davis Bintz

Title:Business Development Coordinator

Matter: Professional Quality Control/Quality Assurance Construction Engineering Services
Applicant: TranSystems Corporation
Specification #: 80020
Contract #: 22593

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

RETURN THIS "DISCLOSURE OF RETAINED PARTIES"
FORM WITHIN 7 CALENDAR DAYS OF CITY NOTIFICATION
DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity who has any contract or lease with the City of Chicago (the "City").

2. Pursuant to Executive Order 97-1, every city contract and lease must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and other persons whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the nature of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.

3. "Lobbyist" means any person (a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction:

Specification or other identifying number: 80020

Description of goods or services to be provided under Contract: Professional Engineers Services

2. Name of Contractor: TranSystems Corporation

3. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. **NOTE:** You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

NAME	BUSINESS ADDRESS	RELATIONSHIP (attorney, lobbyist, subcontractor, etc.)	FEES (indicate whether paid or estimated)
_____	(See Attached)	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED: ____

Disclosure of Retained Parties

QCQA Construction Engineering Services

Specification No.: 80020

Name	Address	Relationship	Fees	Paid/Est.
STATE Testing, LLC	570 Rock Road, Unit K, East Dundee, Illinois 60118	Subconsultant	$ 2,315,870.35	Est.
Great Lakes Soil & Env	600 Territorial Drive, Suite G, Bolingbrook, IL 60440	Subconsultant	$ 2,235,207.59	Est.
Geo Services, Inc.	805 Amherst Court, Suite 204 Naperville, Illinois 60565-3448	Subconsultant	$ 896,738.71	Est.
Wang Engineering, Inc.	1145 North Main Street, Lombard, Illinois 60148	Subconsultant	$ 303,911.70	Est.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 13380

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting the EDS:

TranSystems Corporation

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of Disclosing Party:

1051 Perimeter Drive
Suite 1025
Schaumburg, IL 60173
United States

C. Telephone:

847-407-5291

Fax:

847-605-9610

D. Name of contact person:

Caroline Davis Bintz

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

Professional Quality Control/Quality Assurance Construction Engineering Services

Which City agency or department is requesting this EDS?

DEPT OF PROCUREMENT SERVICES

Specification Number

80020

Contract (PO) Number

22593

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Privately held business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

Missouri

Registered to do business in the State of Illinois as a foreign entity?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Admiral Harold W. Gehman Jr
Title: Director
Role: Director

Officer/Director: Mr. W. Mike Lackey
Title: Director
Role: Director

Officer/Director: Mr. Brian G. Larson
Title: Director and CEO
Role: Both

Officer/Director: Mr. James E. Martin
Title: Director
Role: Director

Officer/Director: Mr. Robert J. Spane
Title: Director
Role: Director

Officer/Director: Mr. Ronald Katims
Title: Advisory Director
Role: Director

Officer/Director: Maria Cino
Title: Advisory Director
Role: Director

Officer/Director: Mr. Richard J. Morsches
Title: Executive Vice President
Role: Officer

Officer/Director: Mr. Paul J Malir
Title: Director and President
Role: Director

---

2. Ownership Information

Please provide ownership information concerning each person or entity having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited lability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

- TranSystems Corporation ESOF & Trust - 35% - EDS 13421

Owner Details

Name	Address
TranSystems Corporation ESOF & Trust	2400 Pershing Road Suite 400 Kansas City, MO 64108 United States

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party 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 Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative 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 Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name:	STATE Testing, LLC
Anticipated/ Retained:	Retained
Business Address:	570 Rock Road Unit K East Dundee, IL 60118 United States
Relationship:	Subcontractor - non MWDBE
Fees:	2,315,870,.35
Estimated/Paid:	Estimated

Name:	Great Lakes Soil and Environment
Anticipated/ Retained:	Retained
Business Address:	600 Territorial Drive Suite G Bollingbrook, IL 60440 United States
Relationship:	Subcontractor - MWDBE
Fees:	$2,235,207.59
Estimated/Paid:	Estimated

Name:	GeoServices, Inc.
Anticipated/ Retained:	Retained
Business Address:	805 Amherst Court Suite 204 Naperville, IL 60565-3448 United States
Relationship:	Subcontractor - MWDBE
Fees:	$896,738.71

Estimated/Paid:	Estimated
Name:	Wang Engineering, Inc.
Anticipated/ Retained:	Retained
Business Address:	1145 North Main Street Lombard, IL 60148 United States
Relationship:	Subcontractor - MWDBE
Fees:	$303,911.70
Estimated/Paid:	Estimated

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud;

embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

2. Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or

- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

I certify the above to be true

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Municipal Code Section 2-32-455(b).)

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

The Disclosing Party verifies that

- the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and
- the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

I can make the above verification

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded?

Yes

A. CERTIFICATION REGARDING LOBBYING

1.a Are there any persons who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter?

No

1.c. Are there any legal entities who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter?

No

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a

member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

I certify to the above.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit the federal Office of Management and Budget (OMB) Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

I certify to the above.

4. The Disclosing Party certifies that either:

i. it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 or
ii. it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

I certify to the above.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

I certify to the above.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing

Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

I acknowledge and consent to the above

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

I certify the above to be true

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

SECTION VIII - - ADDITIONAL INFO

Please add any additional explanatory information here. If needed, you may add attachments below.

TranSystems has an Employee Stock Ownership Fund (ESOF) that owns approximately 35% of the firm. However, no signle individual owns more than 7.5% of this ESOF.

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any

person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 09/13/2010
Caroline Davis Bintz
Business Development Coordinator
TranSystems Corporation

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation
EDS # 13421

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting the EDS:

TranSystems Corporation ESOF & Trust

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

a legal entity holding a direct or indirect interest in the Applicant

The Disclosing Party holds an interest in

TranSystems Corporation and EDS is 13380

B. Business address of Disclosing Party:

2400 Pershing Road
Suite 400
Kansas City, MO 64108
United States

C. Telephone:

847-407-5269

Fax:

D. Name of contact person:

Ms. Melissa Ziemba

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

ESOP (Employee Stock Ownership Plan)

1.a.7 Are there any individuals who are legal titleholders, trustees, executors or plan administrators?

Yes

1.a.8 List the individuals who are legal titleholders, trustees, executors or plan administrators.

Name:	Ms. Angela E. Murphy
Business Address:	2400 Pershing Road Suite 400 Kansas City, 64108 United States
Name:	Mr. David M. Bertrand
Business Address:	2400 Pershing Road Suite 400 Kansas City, 64108 United States

1.a.9 Are there any legal entities who are legal titleholders, trustees, executors or plan administrators?

No

2. Ownership Information

Please confirm ownership information concerning each person or entity having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party (your entity). Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited lability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

As reported by the Disclosing Party, the immediate owner(s) of the Disclosing Party is/are listed below:

There are no owners with greater than 7.5 percent ownership in the Disclosing Party.

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person owns 10% or more of the Disclosing Party

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

2. Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S.

Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

I certify the above to be true

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Municipal Code Section 2-32-455(b).)

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

The Disclosing Party verifies that

- the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and

- the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

I can make the above verification

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

I acknowledge and consent to the above

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

SECTION VIII - - ADDITIONAL INFO

Please add any additional explanatory information here. If needed, you may add attachments below.

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not

to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

List of attachments uploaded by vendor

None.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 09/13/2010
Ms. Melissa Doherty
Business Development Supervisor

TranSystems Corporation ESOF & Trust

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

EXHIBIT 4

General Conditions

GENERAL CONDITIONS
SUPPLY/SERVICE

CONTENTS

GC-01	SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS	GC-1
GC-02	PERSONNEL	GC-1
GC-03	INSURANCE	GC-2-4
GC-04	INSPECTION AND RESPONSIBILITY	GC-4
GC-05	INDEMNIFICATION	GC-4
GC-06	PAYMENT	GC-4
GC-07	PREPAID FEES	GC-4
GC-08	TAXES	GC-5
GC-09	PRICE REDUCTION	GC-5
GC-10	CONTRACTOR CREDITS	GC-5
GC-11	DISPUTES	GC-5
GC-12	DEFAULT	GC-6
GC-13	COUNTY REMEDIES	GC-6
GC-14	CONTRACTOR REMEDIES	GC-7
GC-15	DELAYS	GC-7
GC-16	MODIFICATIONS AND AMENDMENTS	GC-7
GC-17	PATENTS, COPYRIGHTS AND LICENSES	GC-8
GC-18	COMPLIANCE WITH THE LAWS	GC-8
GC-19	MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE	GC-8-11
GC-20	MATERIAL DATA SAFETY SHEET	GC-11
GC-21	CONDUCT OF THE CONTRACTOR	GC-11

GENERAL CONDITIONS
SUPPLY/SERVICE

CONTENTS

GC-22	ACCIDENT REPORTS	GC-12
GC-23	USE OF THE COUNTY PREMISES	GC-12
GC-24	TERMINATION OF CONVENIENCE AND SUSPENSION OF CONTRACT	GC-12
GC-25	GENERAL NOTICE	GC-12
GC-26	GUARANTEES AND WARRANTIES	GC-13
GC-27	STANDARD OF DELIVERABLES	GC-13
GC-28	DELIVERY	GC-13
GC-29	QUANTITIES	GC-13
GC-30	CONTRACT INTERPRETATION	GC-14
GC-31	CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS	GC-14
GC-32	GOVERNING LAW	GC-14
GC-33	AUDIT; EXAMINATION OF RECORDS	GC-15
GC-34	WAIVER	GC-15
GC-35	ENTIRE CONTRACT	GC-15
GC-36	FORCE MAJEURE OR UNAVOIDABLE DELAYS	GC-16
GC-37	INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES	GC-16
GC-38	GOVERNMENTAL JOINT PURCHASING AGREEMENT	GC-16
GC-39	COOPERATIVE PURCHASING	GC-16
GC-40	COOPERATION WITH INSPECTOR GENERAL	GC-16
GC-41	FEDERAL CLAUSES	GC-17-26

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

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

GC-02 PERSONNEL

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

GC-03 INSURANCE REQUIREMENTS

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

2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.

3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

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

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

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

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

1. Coverages

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

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

2) Broad form all states coverage

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(b) **Commercial General Liability Insurance**

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

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

(a) All premises and operations;

(b) Broad Form Blanket Contractual Liability;

(c) Products/Completed Operations;

(d) Broad Form Property Damage Liability;

(e) Cross Liability.

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

1) Liability - All Autos: Bodily Injury & Property Damage - $1,000,000 per Occurrence

2) Uninsured/Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**
In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

1) $2,000,000 each occurrence for all liability

2) $2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

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

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

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(c) Insurance Notices

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

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

GC-04 INSPECTION AND RESPONSIBILITY

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

GC-05 INDEMNIFICATION

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

GC-06 PAYMENT

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

GC-07 PREPAID FEES

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

GC-08 TAXES

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

GC-09 PRICE REDUCTION

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

GC-10 CONTRACTOR CREDITS

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

GC-11 DISPUTES

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

GC-12 DEFAULT

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

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

1. Failure to begin performance under this Contract within the specified time;

2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;

3. Performance of this contract in an unsatisfactory manner;

4. Refusal to perform services deemed to be defective or unsuitable;

5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;

6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;

7. Any assignment of this contract for the benefit of creditors;

8. Any cause whatsoever which impairs performance in an acceptable manner; or

9. Any other material breach of any term or condition of this Contract.

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

GC-13 COUNTY'S REMEDIES

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

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

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

GC-14 CONTRACTOR'S REMEDIES

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

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

GC-15 DELAYS

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

GC-16 MODIFICATIONS AND AMENDMENTS

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

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

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

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

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

GC-17 PATENTS, COPYRIGHTS AND LICENSES

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

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

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

GC-18 COMPLIANCE WITH THE LAWS

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

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

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

I. POLICY AND GOALS

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

B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

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

C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.

D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

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

A. MBE/WBE Participation Documentation

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

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)

2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)

3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

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

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

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

B. Use of MBE/WBE Professionals

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

C. Affirmative Action Plan

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

III. NON-COMPLIANCE

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

IV. REPORTING/RECORD KEEPING REQUIREMENTS

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

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

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

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

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts**: monthly reporting from both Prime and Sub-Contractors.

2. **Multi Year Contracts**: quarterly reporting from both Prime and Sub-Contractors including proof of payments.

3. **One time** purchases require verification of proof of payment **immediately.**

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

V. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this document should be directed to:

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

GC-20 MATERIAL DATA SAFETY SHEET

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

GC-21 CONDUCT OF THE CONTRACTOR

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

GC-22 ACCIDENT REPORTS

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

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

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

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

GC-25 GENERAL NOTICE

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

TO THE COUNTY:

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

TO THE CONTRACTOR:

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

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

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

GC-27 STANDARD OF DELIVERABLES

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

GC-28 DELIVERY

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

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

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

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

GC-29 QUANTITIES

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

GC-30 CONTRACT INTERPRETATION

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

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

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

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

GC-32 GOVERNING LAW

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

GC-33 AUDIT; EXAMINATION OF RECORDS

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

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

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

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

GC-34 WAIVER

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

GC-35 ENTIRE CONTRACT

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

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

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

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

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

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

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

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

GC-39 COOPERATIVE PURCHASING

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

GC-40 COOPERATION WITH INSPECTOR GENERAL

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

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

GC-41 FEDERAL CLAUSES

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

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

2. False or Fraudulent Statements and Claims

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

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

3. Federal Interest in Patents

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

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

GC-41 FEDERAL CLAUSES (CON'T.)

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptions of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

GC-41 FEDERAL CLAUSES (CON'T.)

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

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

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

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

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

GC-41 FEDERAL CLAUSES (CON'T.)

6. Environmental Requirements

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

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

GC-41 FEDERAL CLAUSES (CON'T.)

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

7. No Exclusionary or Discriminatory Specifications

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

8. Cargo Preference - Use of United States Flag Vessels

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

9. Fly America

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

10. No Federal Government Obligations to Third Parties

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

11. Allowable Costs

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

GC-41 FEDERAL CLAUSES (CON'T.)

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

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

(b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

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

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

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

13. Contract Work Hours and Safety Standards Act

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

GC-41 FEDERAL CLAUSES (CON'T.)

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

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

15. Copyright Ownership

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

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

GC-41 FEDERAL CLAUSES (CON'T.)

16. Accessibility Compliance

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

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

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

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

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

GC-41 FEDERAL CLAUSES (CON'T.)

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

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

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

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

22. Rights to Inventions Made Under a Contract or Agreement

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

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

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

GC-41 FEDERAL CLAUSES (CON'T.)

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

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

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

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

END OF SECTION

EXHIBIT 5

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE 10/1/2013

DATE (MM/DD/YYYY): 4/15/2013

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: Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED: 9291 TRANSYSTEMS CORPORATION 222 S. RIVERSIDE PLAZA, SUITE 2320 CHICAGO IL 60606	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ZURICH AMERICAN INSURANCE COMPANY INSURER B : St. Paul Fire and Marine Insurance Company — 24767 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES TRASY01 **CERTIFICATE NUMBER:** 12303551 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	Y	Y	GLO3707153	10/1/2012	10/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	N	Y	BAP3707150	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	ZUP-11S11550-12-NF	10/1/2012	10/1/2013	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC3707154	10/1/2012	10/1/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: B404130010 – QCQA CONSTRUCTION ENGINEERING SERVICES - SPEC #80020 – CONTRACT #22593. COOK COUNTY, ITS OFFICIALS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY, AND THIS COVERAGE IS PRIMARY, AS REQUIRED BY WRITTEN CONTRACT. THE ADDITIONAL INSUREDS' OWN COVERAGE IS EXCESS OF AND NON-CONTRIBUTORY WITH THE GENERAL LIABILITY. WAIVER OF SUBROGATION APPLIES TO GENERAL AND AUTO LIABILITY AND WORKERS COMPENSATION WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

12303551
COOK COUNTY GOVERNMENT
118 N CLARK STREET, ROOM 1010
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 10/1/2013

DATE (MM/DD/YYYY) 5/17/2013

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 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1041353 TRANSYSTEMS CORPORATION 222 S. RIVERSIDE PLAZA, SUITE 2320 CHICAGO IL 60606	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ZURICH AMERICAN INS. CO. (CHICAGO) INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES TRASY01 **CERTIFICATE NUMBER:** 12307005 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			NOT APPLICABLE			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	PROFESSIONAL LIABILITY	N	N	EOC 9139550	10/1/2012	10/1/2013	$5,000,000 EACH CLAIM AND $5,000,000 AGGREGATE.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: B404130010 - QCQA CONSTRUCTION ENGINEERING SERVICES- SPEC. NO. 80020- CONTRACT # 22593.

CERTIFICATE HOLDER

12307005
COOK COUNTY GOVERNMENT
118 N. CLARK STREET, ROOM 1018
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

Bonnie J Foster

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Exhibit 6

Cook County Board Authorization

ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

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

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

_____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

_____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)

__X__ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. [X] **Direct Participation of MBE/WBE Firms** [ ] **Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: Interra, Inc.

Address: 600 Territorial Drive, Suite G, Bolingbrook, IL 60440

E-mail: abalekai@interra.co

Contact Person: Anshuman Balekai, P.E./Principal Phone (630)754-8700

Dollar Amount Participation: $ 2,235,207.00

Percent Amount of Participation: 24.07%

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

MBE/WBE Firm: Geo Services, Inc.

Address: 805 Amherst Court, Suite 204, Naperville, IL 60565-3488

E-mail: Julian@geoservicesinc.net

Contact Person: Julian Rueda Phone: (630)305-9186

Dollar Amount Participation: $ 896,738.71

Percent Amount of Participation: 9.66%

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

Attach additional sheets as needed.

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

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

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

_____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

_____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)

__X__ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. [x] **Direct Participation of MBE/WBE Firms** [ ] **Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: Wang Engineering, Inc.

Address: 1145 N. Main Street, Lombard, IL 60148

E-mail: PWang@wangeng.com

Contact Person: Paul Wang/Principal Phone (630)953-9928

Dollar Amount Participation: $ 303,911.70

Percent Amount of Participation: 3.27%

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: _____

Percent Amount of Participation: _____ %

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

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Interra, Inc.

Certifying Agency: City of Chicago

Address: 600 Territorial Drive, Suite G

Certification Expiration Date: ~~June 30th~~, 2013 9/1/2013

City/State: Bolingbrook, IL Zip 60440

FEIN #: 36-4045796

Phone: (630)754-8700 Fax: (630)754-8705

Contact Person: Anshuman Balekai

Email: abalekai@interra.co

Contract #:

Participation: [X] Direct [ ] Indirect

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

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor:

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

Material Consulting and Testing Services

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

$110,000.00 20.00%

~~Payment Terms: Subs will be paid within 10 days after TranSystems has been paid~~

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

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

Signature (*M/WBE*)	Signature (*Prime Bidder/Proposer*)
Anshuman Balekai	Charles J. Stenzel
Print Name	Print Name
Interra, Inc.	TranSystems Corporation
Firm Name	Firm Name
May 20, 2013	5-23-13
Date,	Date

Subscribed and sworn before me

this 20 day of May, 2013.

Notary Public

SEAL

OFFICIAL SEAL
MARYANN ULLSMITH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-9-2016

Subscribed and sworn before me

this 23rd day of May, 2013.

Notary Public

SEAL

OFFICIAL SEAL
JEAN A MOLITOR
Notary Public - State of Illinois
My Commission Expires Mar 2, 2016

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

dsrao@interra.com

March 19, 2013

Sudhakar Rao Doppalapudi
Interra, Inc.
600 Territorial Drive – Suite G
Bolingbrook, IL 60440

Dear Mr. Doppalapudi:

This letter is to inform you that the City of Chicago has extended your status as a Minority Business Enterprise **(MBE)** until **June 30, 2013**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter and a copy of your last certification letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-1929.

Sincerely,

Monica Jimenez
Deputy Procurement Officer

MJ:gs

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

July 23, 2012

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Sudhakar Rao Doppalapudi
Interra, Inc.
600 Territorial Dr., Ste. G
Bolingbrook, IL 60440-5132

Dear Mr. Doppalapudi:

The Illinois Department of Transportation (IDOT) has approved the 2011 and 2012 "No Change Affidavit" for Interra, Inc. and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

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

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

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

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

Sincerely,

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

CMS

ILLINOIS Pat Quinn, Governor
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

October 25, 2012

Sudhakar Doppalapudi
Interra, Inc
600 Territorial Drive
Suite G
Bolingbrook, IL 60440-5132

Certification Term Expires: July 23, 2013

Re: MBE Recognition Certification Approval
(IL UCP)(IDOT)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the Illinois Unified Certification Program's (IL UCP)(IDOT) certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the IDOT IL UCP.

At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (BEP) in the specialty area(s) of:

SERVICES, ENGINEERS - CIVIL
SERVICES, ENGINEERS STRUCTURAL
SERVICES, ENGINEERING-ARCHITECTURAL, ETC

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Business Enterprise Program (BEP). We welcome your participation and wish you continued success.

Sincerely,

Gladys Rodriguez
Certification Manager
Business Enterprise Program

(L19MBE)

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm Geo Services, Inc. _____ Certifying Agency: City of Chicago _____

Address: 805 Amherst Court, Suite 204 _____ Certification Expiration Date: March 1, 2016 _____

City/State: Naperville, IL _____ Zip 60565-3488 _____ FEIN #: 36-4390972 _____

Phone: (630)305-9186 _____ Fax: (630)355-2838 _____ Contact Person: Julian Rueda _____

Email: Julianrueda@geoservicesinc.net _____ Contract #: _____

Participation: [X] Direct [ ] Indirect

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

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

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

Material Consulting and Testing Services

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

$27,500.00 5.00%

Payment Terms: Subs will be paid within 10 days after TranSystems has been paid.

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

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

Signature (*M/WBE*)	Signature (*Prime Bidder/Proposer*)
Julian Rueda	Charles J. Stenzel
Print Name	Print Name
Geo Services, Inc.	TranSystems Corporation
Firm Name	Firm Name
20 May 13	5-23-13
Date	Date

Subscribed and sworn before me

this 20th day of May, 2013.

Notary Public Dana M Doran

SEAL

OFFICIAL SEAL
DANA M DORAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/14/15

Subscribed and sworn before me

this 23rd day of May, 2013.

Notary Public Jean A. Molitor

SEAL

OFFICIAL SEAL
JEAN A MOLITOR
Notary Public - State of Illinois
My Commission Expires Mar 2, 2016

DEPARTMENT OF PROCUREMENT SERVICES

MAR 01 2012 CITY OF CHICAGO

Julian Rueda
Geo Services, Inc.
805 Amherst Court - STE 204
Naperville, IL 60565-3448

Annual Certificate Expires: March 1, 2013

Dear Julian Rueda:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **March 1, 2016**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **March 1, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

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

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

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

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by

falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.

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

GEOTECHNICAL, ENVIRONMENTAL AND CIVIL ENGINEERING; MATERIALS TESTING AND CONSTRUCTION INSPECTION; PAVEMENT ENGINEERING AND ANALYSIS; CONSTRUCTION QUALITY ASSURANCE/QUALITY CONTROL: ELECTRICAL CONTRACTOR

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

FH

City of Chicago - Certification and Compliance System - Windows Internet Explorer
https://chicago.mwdbe.com/FrontPage/VendorMain.asp?XID=9230
Google
Search
Bookmarks
AutoFill
Julian Rueda
Favorites
City of Chicago - Certification and C...
Page
Safety
Tools

Vendor Profile: Certifications

Help & Tools

Business Name: **Geo Services, Inc.**

Main | General Info | Public Profile | Users | Commodity Codes | Contacts | Employees
Certifications | Contracts | Workforce Composition/EEO | Questionnaires

Apply for Certification

Home
View »
Search »
Message »
Settings »
Help & Support »
Logoff
Show All | Hide All

Logged on as:
Julian Rueda,
Geo Services, Inc.

Current Certifications

Type	Action	Effective	Renewal	Expiration	Organization	Reviewer	Actions
DBE	New	8/1/2011	8/1/2013	8/1/2013	Metra		View
MBE	No Change Affidavit	2/27/2012	5/1/2013	3/1/2016	City of Chicago	Felicia Hinton	View
DBE	New	9/10/2002	9/10/2012	9/10/2012	Iowa Unified Certification Program		View

Applications

Status	Application Number	App Type	Organization	Dates	Contact	Actions
Received & In Process	7325820	MBE/WBE/BEPD No Change Affidavit	City of Chicago	Started: 12/31/2012 Submitted: 12/31/2012 Received: 1/5/2013	Julian Rueda	View
Processing Complete, Decision Made	6187143	MBE/WBE/BEPD No Change Affidavit	City of Chicago	Started: 1/4/2012 Submitted: 1/4/2012 Received: 1/5/2012	Julian Rueda	View

Pending/In Process Certifications

Type	Action	Application Date	Organization	Reviewer	Actions
MBE	No Change Affidavit	12/31/2012	City of Chicago	James Driscoll	

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125%
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4/16/2013

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm Wang Engineering, Inc. _____ Certifying Agency: Cook County

Address: 1145 N. Main Street _____ Certification Expiration Date: June 15, 2013

City/State: Lombard, IL Zip 60148 FEIN #: 36-3191909

Phone: (630)953-9928 Fax: (630)953-9938 Contact Person: Paul Wang

Email:PWang@wangeng.com Contract #: _____

Participation: [X] Direct [ ] Indirect

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

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

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

Material Consulting and Testing Services

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

$55,000.00 10%

Payment Terms: Subs will be paid within 10 days after TranSystems has been paid.

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

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

Signature (M/WBE)	Signature (Prime Bidder/Proposer)
Paul Wang	Charles J. Stenzel
Print Name	Print Name
Wang Engineering, Inc.	TranSystems Corporation
Firm Name	Firm Name
May 21, 2013	5-23-13
Date	Date
Subscribed and sworn before me	Subscribed and sworn before me
This 21st day of May, 2013	this 23rd day of May, 2013
Notary Public Corina T. Farez	Notary Public Jean A. Molitor
SEAL	SEAL

OFFICIAL SEAL
CORINA T FAREZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/02/14

OFFICIAL SEAL
JEAN A MOLITOR
Notary Public - State of Illinois
My Commission Expires Mar 2, 2016

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.

OFFICE OF CONTRACT COMPLIANCE
LAVERNE HALL
DIRECTOR

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

June 15, 2012

Mr. Paul Wang
President
Wang Engineering, Inc.
1145 North Main Street
Lombard, IL 60148

Dear Mr. Wang:

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

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

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

Your firm's participation on Cook County contracts will be credited toward **MBE (8)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your area of specialty, credit toward **MBE (8)** goals will only be recognized for work done in the specialty category.

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

Sincerely,

LaVerne Hall
Director

LH/ehw

Printed on Recycled Paper

Cook County Government

Office of Contract Compliance

certifies that the criteria for certification as a

Minority Business Enterprise

has been met by

Wang Engineering, Inc.

Construction: Geotechnical Engineering, Construction Management & Inspection, Construction Materials Testing

Issued Date: June 15, 2012

No Change Affidavit Due: June 15, 2013

NIGP Code(s): 92545, 91842 & 91843

Ethnicity Code: 8

County: DuPage

LaVerne Hall
Contract Compliance Director

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

☐ **FULL MBE WAIVER** ☐ **FULL WBE WAIVER**

☐ **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

____ % of Reduction for MBE Participation
____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

☐ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

☐ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

☐ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

☐ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☐ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**

☐ (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**

☐ (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**

☐ (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

☐ (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

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

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
None	

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

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

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

Yes: X No: _____

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

222 Riverside Plaza, Chicago IL 60606 ste 610

1475 E. Woodfield Rd Schaumburg IL 60173 ste 600

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): None

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

None

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

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

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

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

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

Identifying Information:

Name TranSystems Corporation D/B/A:_____ EIN NO.: 43-0839725

Street Address: 222 S. Riverside Plaza, Suite 610

City: Chicago State: IL Zip Code: 60606

Phone No.: 312-669-9601

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] 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
Brian G. Larson	same as above	9.3%
Richard J. Morsches	same as above	8.0%

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

Name of Agent/Nominee	Name of Principal	Principal's Address
None		

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
None			

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 eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

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

Charles J. Stenzel, PE
Name of Authorized Applicant/Holder Representative (please print or type)

Signature

cjstenzel@transystems.com
E-mail address

Senior Vice President
Title

4-26-13
Date

(847) 605-9600
Phone Number

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

My commission expires: 3/2/2016

X
Notary Public Signature

Notary Seal
OFFICIAL SEAL
JEAN A MOLITOR
Notary Public - State of Illinois
My Commission Expires Mar 2, 2016

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: Charles J. Stenzel Title: Senior Vice President

Business Entity Name: TranSystems Corporation Phone: (312) 669-9601

Business Entity Address: 222 S. Riverside Plaza, Suite 610, Chicago, IL 60606

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

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

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

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

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

TranSystems / [signature] 4-26-13

Owner/Employee's Signature Date

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

a Notary Public in and for Cook County

[signature]

(Signature)

NOTARY PUBLIC SEAL

My Commission expires 3/2/2016

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

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

OFFICIAL SEAL
JEAN A MOLITOR
Notary Public - State of Illinois
My Commission Expires Mar 2, 2016

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: TranSystems Corporation

BUSINESS ADDRESS: 222 S. Riverside Plaza, Suite 610

Chicago, IL 60606

BUSINESS TELEPHONE: 312-669-9601 FAX NUMBER: 312-669-9606

CONTACT PERSON: Charles J. Stenzel, PE

FEIN: 43-0839725 *IL CORPORATE FILE NUMBER: 184.001488

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Paul J. Malir, PE COO VICE PRESIDENT: Charles J. Stenzel, PE

SECRETARY: Rick J. Morsches, PE TREASURER: Julie A. Frigon, CFO

****SIGNATURE OF PRESIDENT:** Senior Vice President

ATTEST: **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

8th day of May, 2013.

X

Notary Public Signature

My commission expires: 10/6/14

Notary Seal

OFFICIAL SEAL
STEPHAN R FREESE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/06/14

* **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.**

TranSystems

222 South Riverside Plaza
Suite 610
Chicago, IL 60606
Tel 312-669-9600
Fax 312-669-9606

www.transystems.com

April 24, 2013

Ms. Shannon E. Andrews
Chief Procurement Officer
Cook County Government
Office of the Chief Procurement Officer
118 N. Clark Street, Room 1018
Chicago, Illinois 60602

Dear Ms. Shannon E. Andrews,

Article IX of the Bylaws of TranSystems Corporation controls the election and responsibilities of our officers. The Section 9.17, Authority to Bind Corporation, states that "all agreements and contracts pertinent to Corporation business shall be signed by an officer of the Corporation". Charles J. Stenzel, Senior Vice President of TranSystems Corporation, has the authority to enter into contract agreements with his signature as determined by the Board of Directors.

Trusting that this meets your requirements, if you have any additional questions, please call me at (816) 329-8700.

Sincerely,
TranSystems Corporation

Eugene J. Pope
Assistant Corporate Secretary

TRANSYSTEMS CORPORATION
CORPORATE
SEAL
MISSOURI

TRANSYSTEMS CORPORATION

BOARD APPROVAL OF CONTRACTING AUTHORITY

The Board of Directors of TranSystems Corporation, a Missouri corporation (the "Corporation"), the undersigned, being all of the Directors of Corporation, do hereby consent to the adoption of, and do hereby adopt, the following resolution:

> RESOLVED, that after a thorough review by the Directors of the contracting authority, mechanisms, and restrictions applicable to the officers of Corporation, the Directors hereby authorize Brian Larson, the Chief Executive Officer or Paul Malir, as the President, or Julie Frigon as the Acting Chief Financial Officer of Corporation, as well as any other officers of Corporation to whom authority is expressly delegated by one of these individuals, to enter into any and all contracts or agreements whatsoever with customers or clients of Corporation, its subsidiaries or affiliates for the provision of services or the sale of products.

Dated: December 9, 2011

Brian G. Larson

Paul J. Malir

W. Mike Lackey

Robert J. Spane

Harold W. Gehman

James E. Martin

Richard J. Morsches

TRANSYSTEMS CORPORATION

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Dated: December 9, 2011

Brian G. Larson

Paul J. Malir

W. Mike Lackey

Robert J. Spano

Harold W. Gehman

James E. Martin

Richard F. Meroches

File Number 5776-638-7

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

TRANSYSTEMS CORPORATION, INCORPORATED IN MISSOURI AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON APRIL 12, 1994, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS. –

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 20TH *day of* MARCH *A.D.* 2013 .

Jesse White

SECRETARY OF STATE

Authentication #: 1307902136

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

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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

Shan G. M

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 24 DAY OF June, 20 13.

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

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

#13-30-12623

OR

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

TOTAL AMOUNT OF CONTRACT: $ 550,000.00
(DOLLARS AND CENTS)

FUND CHARGEABLE:_____

APPROVED AS TO FORM:

Not Required

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

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 19 2013

COM_____