

CONTRACT NO. 1323-12478A

TRAFFIC ENGINEERING SERVICES

SECTION NO. 13-TCIDS-11-ES

BETWEEN



COOK COUNTY GOVERNMENT

Department of Transportation and Highways

AND

Alfred Benesch and Company

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 21 2014

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PROFESSIONAL SERVICES AGREEMENT

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Economic Disclosure Statement
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- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Board Authorization

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Alfred Benesch and Company, 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 May 21, 2014, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Qualification "RFQ" for Traffic Engineering Services for the Department of Transportation and Highways. Submittals were evaluated in accordance with the evaluation criteria published in the RFQ. The Consultant was selected based on the submittal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

"Consultant" means an architect, engineer, or structural engineer licensed in the State of Illinois and retained by the County for the purposes of providing the Services requested.

"Department" means the Cook County Using Department.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 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, suppliers and materials providers, whether or not in privity with Consultant.

b) Interpretation

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

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

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

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

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

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

- | | |
|-----------|--------------------------|
| Exhibit 1 | Scope of Services |
| Exhibit 2 | Schedule of Compensation |
| Exhibit 3 | Evidence of Insurance |
| Exhibit 4 | Board Authorization |

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

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

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

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

c) Standard of Performance

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

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its 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 County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) Salaries and Wages

Consultant and 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 County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The

amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women's Business Enterprises Commitment

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

f) Insurance

Insurance Requirements of the Consultant

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Contract.

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

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

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

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate Per Project	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The General Liability policy shall include, without limitation, the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired, and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Excess Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:	\$ 2,000,000
General Aggregate Per Project	\$ 2,000,000

(e) **Professional Liability**

Consultant shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Consultant's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive

date shall be prior to or coincident with the effective date of this contract. Claims made form coverage shall be maintained by the Consultant for a minimum of three years following the expiration or early termination of this contract and the Consultant shall annually provide the County with proof of renewal. Subcontractors performing services for the Consultant must maintain limits of not less than \$1,000,000 with the same terms in this section.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, must name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. The Commercial General Liability policy shall specifically include ISO Additional Insured Endorsements CG 2010 and CG 2037 or equivalent. Consultant's insurance shall be primary and non-contributory with any insurance maintained by Cook County.

(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. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Consultant shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Consultant commences performance of its part of the work, Consultant shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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

(d) Waiver of Subrogation Endorsements

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) Indemnification

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

h) Confidentiality and Ownership of Documents

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

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

i) Patents, Copyrights and Licenses

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

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

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

j) Examination of Records and Audits

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

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the 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 Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the

County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

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

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all 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. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the

total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on June 1, 2014 ("Effective Date") and continue until May 31, 2017 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4b may result in economic or other losses to the County.

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

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

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

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

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

ARTICLE 6) DISPUTES

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

ARTICLE 7) COMPLIANCE WITH ALL LAWS

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

requirement by the Consultant's employees, agents or subcontractors shall be the responsibility of the Consultant.

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9a and 9b.

b) Ethics

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

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

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any 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.

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

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

ii) Consultant covenants that it, and to the best of its knowledge, its 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.

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

conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, 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 County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3k of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

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

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Article 7 in the performance of the Agreement.
- (vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and

neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9b 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 County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise

any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9a and 9b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 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 County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 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 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

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

If the County's election to terminate this Agreement for default under Sections 9a and 9b 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 9c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed.

Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9c.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

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

(ii) if the County exercises any of its remedies under Section 9b of this Agreement; or

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

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

f) Delays

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

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the

effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

iii) No Omissions

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

b) Counterparts

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

c) Modifications and Amendments

The parties may 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.

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.

Consultant is hereby notified that, except for modifications and amendments which are made in accordance with this Section 10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

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

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other

provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Contractor

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

This Agreement is between the County 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:

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

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

iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11) NOTICES

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

If to the County: Department of Transportation and Highways
69 West Washington Street
Chicago, Illinois 60602
Attention: John Yonan, PE, Superintendent

and

Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: Alfred Benesch and Company
205 N. Michigan Avenue, Suite 2400
Chicago, IL 60601
Attention: Mr. Kevin Fitzpatrick, Executive Vice President

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.

**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 handwriting the information required.

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: AES Services, Inc.

Address: 10201 West Touhy Avenue, Suite 6

E-mail: ignateuco@aesser.com

Contact Person: Julian Gnateuco Phone: (773) 756-3388

Dollar Amount Participation: \$ Dependent on task order issued (TBD)

Percent Amount of Participation: 35% %

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

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

Attach additional sheets as needed.

*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: AES Services, Inc. Certifying Agency: Illinois CMS + City of Chicago
Address: 6201 W. Touhy Ave, Ste. 6 Certification Expiration Date: 10/29/17 and 10/1/2017
City/State: Chicago Zip: IL, 60646 FEIN #: 36-3433209
Phone: (773) 756-3388 Fax: (773) 756-3387 Contact Person: Julian Guateuco
Email: jgnateuco@aesser.com Contract #: -

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Data Collection, traffic studies and engineering design support as needed

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

35% of contract

(If more space is needed to fully describe MWBE 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.

Mohammed Saleem
Signature (MWBE)
MOHAMMED SALEEM
Print Name

AES SERVICES, INC.
Firm Name

10/24/2013
Date

Subscribed and sworn before me
this 24th day of October, 2013

Notary Public M.O. Saleem

SEAL

Alfred Benesch
Signature (Prime Bidder/Proposer)
ALFRED BENESCH
Print Name

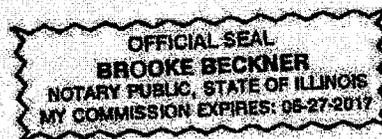
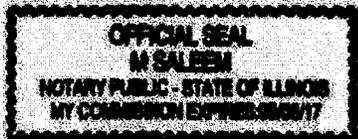
Alfred Benesch + Company
Firm Name

10/28/13
Date

Subscribed and sworn before me
this 28th day of October, 2013

Notary Public Brooke Beckner

SEAL



EDS-2

1.10.13



AES is primarily a transportation firm with emphasis in Structural, Civil Engineering Design and Construction Services, Traffic Engineering, and Land & Route Survey. We are certified as a Minority Business Enterprise (MBE) with the City of Chicago and a Disadvantage Business Enterprise (DBE) with Illinois Unified Certification Program. (ILUCP).

AES is pre-qualified with the Illinois Department of Transportation in the areas of **Highways - Freeways, Highways - Roads and Streets, Location Design Studies - New Construction/Major Reconstruction, Location Design Studies - Reconstruction/Major Rehabilitation, Location Design Studies - Rehabilitation, Special Services - Construction Inspection, Special Services - Surveying, Special Studies - Feasibility, Special Studies - Location Drainage, Special Studies - Safety, Special Studies - Traffic Signals, Special Studies - Traffic Studies, Structures - Highway: Simple, Structures - Highway: Typical.**

AES Services, Inc. is an equal opportunity company, employing highly professional and talented individuals. AES is committed to providing our clients, in the public and private sector, with very timely and innovative solutions. We use our experience and creativity to deliver a work product that we are passionate about. AES's number one priority is client satisfaction. When working with AES Services, Inc., our clients can be assured that we understand the importance of developing a lasting relationship which mutually benefits both entities. The firm and associates have successfully served local and federal agencies on a repeat basis for the past 25 years by providing professional engineering services to support planning, engineering design, operations, and construction management. Associates of AES Services have completed hundreds of projects for various clients including IDOT, CDOT, ISTHA, Metra, CPS, CTA, Cook, DuPage and Lake County. AES's key staff includes Licensed Professional Engineers, Structural Engineers, Surveyors, and LEED Accredited Professionals.

Our DBE/MBE certification has provided tangible advantage in obtaining work in public sector transportation agencies, including CDOT, IDOT and ISTHA, as a sub-consultant and/or mentor protégé for the primary consultant to fulfill the DBE/MBE requirements. At AES we take pride in providing excellent service to clients and to other consultants. AES Services has been engaged to provide repeat services with many clients and consultants, an endorsement of the quality of our work. All of these opportunities have provided beneficial experience for AES, allowing AES to provide essential deliverables to agencies through the prime consultant, while establishing a positive reputation for AES of delivering high quality deliverables. Perhaps even more important, these opportunities have helped enable AES to be awarded a Prime JV contract with the Illinois Tollway. Proceeds from all our successful opportunities have been reinvested into the company on equipment and software, continued staff development, and engaging additional experienced specialists and support staff.

❖ **Transportation / Traffic Engineering**

- Traffic and Pedestrian Counts and Traffic Flow Studies
- Intersection Design Studies
- Warrant Analysis and Studies
- Signal Timing, Phasing Studies and Design
- Signal Modernization Plans
- Capacity Analysis of Freeways and Arterial Streets
- Bike Lane and Bike Sharing Facility and Siting Analyses

❖ **Civil Engineering**

- Freeway and Tollway Design Studies
- Streets and Roadway Design
- Storm Water Management, Design and Studies
- Site Development

❖ **Construction Administration and Management**

- ❖ **Structural Geotechnical Reports**
- ❖ **Land & Route Surveying**
- ❖ **CADD**

❖ **Structural Engineering**

- Low to Mid-rise Building Design
- Single and Multiple span Bridges
- Earth Retention Systems
- Pump Stations
- Single and Multiple Cell Culverts
- Structural Assessments of Buildings, Bridges and Retaining Walls
- Steel, Concrete, Masonry and Timber Structures

❖ **Sustainable Green Design**

- Studies to adapt existing Infrastructure for sustainable design (Structural and Civil)
- Green Roof Design
- Green Street Design
- LEED Design for existing and new construction



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

JUN 17 2013

Mohammed Saleem
AES Services, Inc.
6201 West Touhy Avenue, Suite 6
Chicago, IL 60646-1100

Dear Mr. Saleem:

We are pleased to inform you that **AES Services, Inc.** has been re-certified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **10/01/2017**; however your firms' certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit** 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an annual No-Change Affidavit. Your firms' **annual No-Change Affidavits** are due by **10/01/2014, 10/01/2015 and 10/01/2016**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firms' five year certification will expire on **10/01/2017**. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by **08/01/2017**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firms' 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, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

- Notify the City of any changes affecting your firms' certification within 10 days of such change, or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that 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. 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 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 and not more than \$10,000 or both.

Your firms' name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

541330 - Civil Engineering

541330 - Traffic Engineering

541330 - Structural Engineering

541370 - Surveying

Your firms' participation on City contracts will be credited only toward Minority Business Enterprise goals in your area(s) of specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee *R3*
Chief Procurement Officer

JLR/ha

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
N/A	

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:

205 N. Michigan Avenue, Suite 2400
Chicago, IL 60601

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): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by:

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name: Alfred Benesch + Company D/B/A: _____ EIN NO.: 36-2407363

Street Address: 205 N. Michigan Avenue, Suite 2400

City: Chicago State: IL Zip Code: 60601

Phone No.: (312) 565-0450

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____



Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
None		

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 No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

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

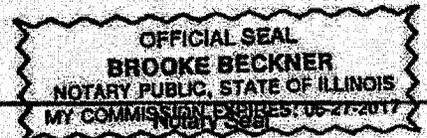
Kevin Q. Fitzpatrick
Name of Authorized Applicant/Holder Representative (please print or type)
[Signature]
Signature
k.fitzpatrick@benesch.com
E-mail address

Executive Vice President
Title
10/23/13
Date
312-565-0900
Phone Number

Subscribed to and sworn before me this 23 day of Oct., 2013

x [Signature]
Notary Public Signature

My commission expires:





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: _____ Title: _____

Business Entity Name: Alfich & Associates, Inc. (phone) (312) 965-0450

Business Entity Address: 205 N. Michigan Ave. Suite 2400, Chicago IL 60601

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

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

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

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

[Signature] _____ Date 10/23/13

Subscribe and sworn before me this 23rd Day of October, 2013

a Notary Public in and for Cook County

[Signature]
(Signature)

NOTARY PUBLIC SEAL
OFFICIAL SEAL
BROOKE BECKNER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06-27-2017
My Commission expires 6-27-2017

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602



SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

- * **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**
- ** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

**SIGNATURE BY A CORPORATION
(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Alfred Benesch & Company, Inc.

BUSINESS ADDRESS: 205 N. Michigan Avenue, Suite 2400
Chicago, IL 60601

BUSINESS TELEPHONE: 312-565-0450 FAX NUMBER: 312-565-2497

CONTACT PERSON: Kevin J. Fitzpatrick, Executive Vice-President

FEIN: 36-2407363 *IL CORPORATE FILE NUMBER: 3851-539-0

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: John L. Carrato, PE, SE VICE PRESIDENT: James Blanusha

SECRETARY: Kevin J. Fitzpatrick, PE TREASURER: Kristina S. Horn

**SIGNATURE OF PRESIDENT: _____

ATTEST: [Signature] _____ (CORPORATE SECRETARY)



Subscribed and sworn to before me this
1st day of May, 2014

x [Signature]
Notary Public Signature

My commission expires:
May 2, 2017
Notary Seal



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

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

John G. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 12 DAY OF June, 2014.

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

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

1323-12478A

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 250,000.⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 21 2014

COM _____

APPROVED AS TO FORM:

Not Required

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

EXHIBIT 1

SCOPE OF SERVICES

Scope of Services

TRAFFIC ENGINEERING SERVICES

1 INTRODUCTION

Traffic Engineering Services shall include preparation of any or all of the following services with this contract, based on individual work order assignments:

- A. Perform 24-hour machine counts (bi-directional) for one location or multiple locations as determined by the County.
- B. Perform 6-hour (6 AM to 9 AM and 3 PM to 6 PM), 12-hour (6 AM to 6 PM) or 16-hour (6 AM to 10 PM) manual traffic counts, vehicular, pedestrian and bicycle, by direction, movement, and type of vehicle for major or minor intersection as determined by the County.
- C. Prepare intersection and segment traffic projections including Average Daily Traffic ("ADT") and Peak Hour Volumes.
- D. Perform speed analysis for segment of roadway as determined by the County.
- E. Prepare and submit an All-Way Stop traffic control or Traffic Signal Control Warrant Study for an intersection determined by the County.
- F. Prepare and submit Crash Analysis Studies for a segment or intersection determined by the County.
- G. Permit Review Assistance.
- H. Prepare and submit an Intersection Design Study (IDS) in IDOT format or County format as determined by the County, when directed, for locations counted in Section 2.1, 2.2, and 2.3 or for locations where the data is to be furnished by the County.
- I. Plan Preparation and/or Review.
- J. Perform Work Order Task Assignments as directed by the County, such as attending meetings and participate in discussions, assisting County with ITS program, assisting County with Congestion Mitigation and Air Quality improvement ("CMAQ") and other federal program funding applications, training County staff, performing transportation studies for travel demand and parking, performing traffic related studies in response to special requests, and completing other tasks as needed.

Detailed scopes for each of the above services are described in Section 2 Scope of Work.

2 SCOPE OF WORK

2.1 24-Hour Machine Counts

The Consultant shall perform 24-hour machine counts (bi-directional) for one location or multiple locations as determined by the County and described by written work order. Four vehicle classifications (see Table 1) are to be recorded on principal highways and arterial, collector and residential streets. The counting procedures will follow the normally accepted counting procedures used by IDOT. Counts are to be taken for a continuous 24-hour period on a typical work day such as Tuesday, Wednesday, or Thursday. Counts should not be performed on a day preceding or following a Holiday, unless specifically directed by the County.

The tasks associated with Section 2.1 include the following:

- A. Placement of Automatic Traffic Recorders ("ATRs") – ATRs will be set at each count location. Appropriate traffic control and safety procedures will be used at all times during the placing of the ATRs. The ATRs will be programmed to begin counting directly after they are set. Counts will be recorded in fifteen-minute intervals, classifying vehicles into one of the four categories shown in Table 1. A field check will be conducted on each machine during the counting period to ensure that the ATR is working and classifying vehicles properly.

Table 1 – Description of Vehicle Classifications

Category	Description
1	Motorcycles, 4-Tire Passenger Cars, 4-Tire Pickup Trucks and Vans
2	Single Unit 6-Tire Trucks
3	Buses
4	Multiple Unit Trucks

- B. Downloading/Processing of Count Data – Count data will be downloaded and checked to confirm that the complete twenty-four hour period of valid traffic counts was obtained, and that all of these hours were from Tuesdays, Wednesdays, or Thursdays. IDOT seasonal adjustment factors will be used in determining ADTs.
- C. Report Preparation – A technical memorandum that summarizes traffic count data by hour and vehicle type will be prepared and submitted to the County. In addition to the count data, the memorandum will also include an aerial photograph of the intersection or roadway segment, including identification of the count location and lane configurations and traffic control, as appropriate.
- D. Project Schedule – Work shall commence within five (5) calendar days after date of Authorization to Proceed. The work shall be completed and delivered to the County within fourteen (14) calendar days of Authorization to Proceed.

2.2 6-Hour, 12-Hour, or 16-Hour Manual Traffic Counts

The Consultant shall perform 6-hour (6 AM to 9 AM and 3 PM to 6 PM), 12-hour (6 AM to 6 PM) or 16-hour (6 AM to 10 PM) manual traffic counts, vehicular, pedestrian and bicycle, by direction, movement, and type of vehicle for major or minor intersection as determined by the County.

This includes, but is not limited to, providing all work necessary to furnish either a 6-hour, 12-hour or 16-hour manual traffic count for either major or minor intersection at locations in Cook County to be determined by the County and described by written work order. Four vehicle classifications (passenger vehicle, single unit truck, bus and multi-unit truck), pedestrians and bicycles are to be recorded on principal highways and arterial, collector, and residential streets. The counting procedures will follow the normally accepted counting procedures used by IDOT. Unless directed to the contrary, all counts are to be taken only on Tuesday, Wednesday, or Thursday except when such days precede or follow a holiday. Counts are to be taken between the hours of 6 AM and 9 AM and 3 PM and 6 PM for a total of 6 hours; between the hours of 6 AM and 6 PM for a total of 12 hours; or 6 AM and 10 PM for a total of 16 hours all in one day or split between two consecutive days. A major intersection shall be defined as any intersection with 4 or more legs and 4 or more through lanes along the major street. All other intersections shall be considered minor.

The tasks associated with Section 2.2 include the following:

- A. Intersection Reconnaissance / Data Collection – Intersection reconnaissance will be conducted prior to beginning field work to determine geometric layout, traffic volume levels by time of day, traffic control / signal timing, and other information that would be beneficial in determining personnel and equipment needs required for the count. The manual traffic counts will be collected using mechanical count boards or electronic counters. To identify the peak hour, 15-minute count intervals will be recorded during the hours of 6 AM to 9 AM and 3 PM to 6 PM. All other periods will be counted based on 30-minute count intervals. Data will be recorded by movement and time interval on each approach to the intersection, and summarized by approach total, route total, and intersection total.
- B. Processing of Count Data – Data summaries, based on the manual counts for each approach, movement, and vehicle type, will include the following:
 - 6-hour, 12-hour or 16-hour summary (as applicable)
 - Peak hour summary
 - Peak 15-minute summary
 - Peak hour factor for each movement

Based on the data collected, ADTs shall be determined for each leg of the intersection using IDOT adjustment factors, for comparison to available ADT maps. In addition, a sketch of the intersection shall be provided which includes:

- Speed limit on each leg
- Intersection signing
- Traffic control on each leg
- Existing lane configuration
- Pavement markings, including pedestrian crosswalks

If the intersection is signalized, field observations for signal phasing sequence, signal timing, and cycle lengths during the peak periods will be recorded for inclusion in the final report. Photographs of each leg of the intersection will also be submitted.

- C. Report Preparation – A technical memorandum that summarizes manual traffic count data shall be prepared and submitted to the County. The data shall be provided in both tabular and diagrammatic form, with AM and PM peak hour volumes, as well as a summary sheet of current ADT's calculated by applying IDOT expansion factors and seasonal adjustment factors to actual count data. An intersection sketch, aerial photograph, and photographs of each approach will also be included in the memorandum.
- D. Project Schedule – Work shall commence within five (5) calendar days after date of Authorization to Proceed. The work shall be completed and delivered to the County within fourteen (14) calendar days of Authorization to Proceed.

2.3 Intersection and Segment Traffic Projections

The Consultant shall prepare intersection and segment traffic projections including ADT and Peak Hour Volumes.

This includes, but is not limited to, organizing existing ADT traffic data to be submitted to the Chicago Metropolitan Agency for Planning (CMAP) in requesting projected traffic volume for 2040 or project design year.

The tasks associated with Section 2.3 include the following:

- A. Prepare Request Letter – Consultant will prepare, on the County's behalf, a letter of request to CMAP for traffic volume projections for the year 2040 or project design year, as appropriate. Accompanying the letter will be existing ADT data obtained from recent traffic counts (to be performed under separate work order) and from IDOT data.
- B. Confirm CMAP Traffic Volume Projections – Upon receipt of traffic volume projections from CMAP, it must be confirmed that these volumes are within the range of reasonableness for the study area. For comparison purposes, reasonable growth rates of 1% for mature areas and 2% for high-growth areas will be assumed. Projections based on historic growth rates may also be used to test reasonableness of CMAP volumes. If it is felt that the CMAP projections are not within the range of reasonableness, projections shall be developed based on one of the methods described above (growth rates or projected historic growth) and obtain concurrence from CMAP.
- C. Develop AM/PM Peak Hour Segment and Turning Movements for Projected Year – Based on the existing AM/PM peak hours obtained through a separate work order, AM and PM peak hour segment and turning movements will be developed for the projected year (2040 or project design year).
- D. Report Preparation – A technical memorandum that summarizes existing and projected AM and PM peak hours and ADT will be prepared. An intersection sketch, aerial photograph, and photographs of each approach will also be included in the memorandum. A meeting will be held with the County to review conclusions of comparisons and projections.

- E. Project Schedule – Work shall commence within five (5) calendar days after date of Authorization to Proceed. The work shall be completed and delivered to the County within fourteen (14) calendar days of obtaining ADT approval from CMAP.

2.4 Speed Analysis

The Consultant shall perform speed analysis for a segment of roadway as determined by the County.

This item consists of providing work necessary to furnish field data and analysis in accordance with IDOT's Policy on Establishing and Posting Speed Limits on the State Highway System, March 2013. Location is to be determined by the County described by written work order and may include both intersection and non-intersection locations. The appropriate methods of study by using Radar Gun or Traffic Plate will be determined by actual field condition of the study segment.

The tasks associated with Section 2.4 include the following:

- A. Data Collection – Prior to performing the speed study, a field visit shall be conducted to review roadway geometrics and determine appropriate location to collect data. If the zone is in excess of one mile in length in rural areas or 0.5 miles in urban areas, studies should be made at two or more locations, resulting in multiple task assignments. Speeds will be observed and recorded for at least 100 passenger cars / vans and pickup trucks in each lane in each direction, or for a maximum of three hours on lower-volume roads. Speed data will be recorded on the Spot Speed Study data form provided in the IDOT guidelines.
- B. Aerial Photograph of Study Area –An aerial exhibit of the subject study area shall be prepared, of appropriate scale such that access points and types (small business drive, residential road, etc.) may be identified. A copy of this aerial photograph, with access points delineated, will be included in the technical memorandum.
- C. Calculation of Crash Rate – Based on crash data that will be obtained from the County, a crash ratio for the speed zone shall be calculated for comparison with the Statewide average crash rate for the same classification of highway.
- D. Data Analysis – Based on the data collected in Section 2.4A and the access information obtained in Section 2.4B, all relevant sections (all sections except II and VIII) of the IDOT Establishment of Speed Zone worksheet shall be completed and an appropriate condition diagram prepared, as depicted in the IDOT guidance.
- E. Report Preparation - A technical memorandum shall be prepared summarizing the findings of the speed study. This memorandum will include completed forms from the IDOT policy, as described above, as well as the aerial photograph delineating access points. The County shall make the recommendation regarding changes to the speed limit.
- F. Project Schedule – Work shall commence within five (5) calendar days after date of Authorization to Proceed. The work shall be completed and delivered to the County within thirty (30) calendar days of Authorization to Proceed.

2.5 All-Way Traffic Control and Traffic Signal Control Warrant Study

The Consultant shall prepare and submit an All-Way Stop Traffic Control and Traffic Signal Control Warrant Study for an intersection determined by the County.

This item consists of using appropriate manual traffic count data to conduct an All-Way Traffic Control or Traffic Signal Warrant study in accordance with the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) and IDOT supplemental guidance on signal warrant analysis. Traffic counts required for this item will be conducted under a separate work order (Section 2.1 and 2.2), or furnished by the County.

The tasks associated with Item 5 include the following:

- A. Field Reconnaissance – A visit to the project site shall occur to observe traffic conditions, photograph the intersection, and gather sufficient data to prepare a schematic diagram of the intersection.
- B. Warrant Analyses – Warrant analyses shall be based on MUTCD and IDOT guidelines, with an initial recommendation made for installation.
- C. Report Preparation - A technical memorandum will be prepared that summarizes the warrant analysis. An intersection sketch, aerial photograph, and photographs of each approach will be included in the memorandum.
- D. Project Schedule – Work shall commence within five (5) calendar days after date of Authorization to Proceed. The work shall be completed and delivered to the County within thirty (30) calendar days of Authorization to Proceed.

2.6 Crash Analysis Studies

The Consultant shall prepare and submit Crash Analysis Studies for a segment or intersection determined by the County.

This item consists of preparing Collision Diagrams as well as a Technical Memorandum. The Technical Memorandum shall describe: the existing condition, crash experience and potential countermeasures as well as any suggested geometric revisions. The County will supply three years of crash data to the Consultant.

The tasks associated with Section 2.6 include the following:

- A. Field Reconnaissance – A visit to the project site shall occur to observe traffic conditions, photograph the intersection, and gather sufficient data to prepare a schematic diagram of the intersection.
- B. Collision Diagrams – Evaluate, diagram and tabulate the collision experience at the study location.
- C. Determine potential countermeasures – Potential countermeasures shall be determined for crash types with an identifiable pattern.

- D. Report Preparation - A technical memorandum will be prepared that summarizes the crash analysis. An intersection sketch, aerial photograph, and photographs of each approach will be included in the memorandum.
- E. Project Schedule – Work shall commence within five (5) calendar days after date of Authorization to Proceed. The work shall be completed and delivered to the County within thirty (30) calendar days of Authorization to Proceed.

2.7 Permit Review Assistance

The Consultant shall assist County staff in performing Permit Reviews. Reviews may include, but are not limited to evaluation of access locations, review of signing and striping, review of traffic studies and determination of infrastructure needs to address proposed traffic volumes. This work will be completed at the County office under the direction of County Staff.

This work order type will include various tasks as assigned by the County. Invoicing for this task will be on an hourly basis.

2.8 Intersection Design Study

The Consultant shall prepare and submit an Intersection Design Study (“IDS”) in IDOT format or County format as determined by the County, when directed, for locations counted in Item 1, Item 2, and Item 3 or for locations where the data is to be furnished by the County.

This item shall consist of preparing an IDS in IDOT format or Cook County format as determined by the County. Traffic counts and signal warrants analysis required for this item will be conducted under a separate work order (Section 1, 2, 3, and 5). The IDS includes performing capacity analyses, developing intersection plans, and preparing IDS sheets. Traffic volumes (turning volumes), design criteria such as design speed and design vehicle, and the type of design will be used to perform initial capacity analyses. This will indicate the required number of lanes and storage lengths based on the most optimal signal phasing available and will be used in the development of the horizontal geometry. As roadway and right-of-way constraints are defined and various design alternates are developed, capacity analyses and intersection geometry are to be refined to be compatible with the entire roadway geometry. No vertical profiles are to be prepared.

The tasks associated with Section 2.8 include the following:

- A. Assemble Project Data – Traffic data to be assembled includes existing and projected traffic volumes, signal phasing, and signal warrants.
- B. Conduct Capacity Analyses – Utilizing Highway Capacity Software “(HCS)”, Synchro (if intersection included in an interconnected signal system), or comparable software, a capacity analysis will be performed for the design year AM and PM peak hours, based on set lane requirements. Lane configurations will be adjusted and signal phasing optimized through an iterative process until a minimum Level of Service D rating (“LOS D”) is achieved for all movements for both AM and PM peak hours.

C. Prepare Intersection Plan (Cook County Format) –Preparation of an intersection plan based on an existing aerial photograph or intersection schematic. Design criteria (functional classification, design speed, design vehicle, etc.) will be set in accordance with the latest version of the IDOT Bureau of Design and Environment (“BDE”) Manual. The intersection plan will include the following:

- Proposed centerlines and angle of intersection.
- Development of median utilizing left turn control radii.
- Channelization based on capacity analysis and minimum criteria, in accordance with the latest version of the IDOT BDE Manual.
- Delineation of through lanes, turn lanes, and corner radii.
- Identification of design exceptions and justifications.

D. Prepare IDS Drawing (IDOT Format) – For projects involving IDOT routes, an IDS drawing is to be prepared using standard IDS sheets from IDOT. Data to be provided on the sheet will include the following:

- Elements controlling design.
- General notes.
- Traffic (existing, projected, queue lengths, etc).
- Capacity analysis with phasing.

An intersection plan, as described in Section 2.8C, will be prepared, including impacts and constraints. In addition, conceptual signal layout will be shown.

E. Submit draft IDS to County and IDOT (as appropriate) for Review – A draft IDS will be submitted for review and comment. IDS will then be revised based on comments received from County and IDOT (as required).

F. Report Preparation – A letter report will be prepared summarizing the IDS process, and including the Intersection Plan and (if required) IDS Drawing.

G. Project Schedule - Work shall commence within five (5) calendar days after date of Authorization to Proceed. The work shall be completed and delivered to the County for review within thirty (30) calendar days of Authorization to Proceed.

2.9 Plan Preparation and/or Review

The Consultant, under the direction of County staff, shall perform the Plan Preparation and/or Review of detour plans, construction staging plans, maintenance of traffic plans, and signing and striping plans; and shall assist County staff in the coordination and approval process of these plans with federal, state, municipal and other local parties.

The Consultant, under the direction of County staff, shall include the specifications and an engineer's estimate of cost with the final plans for this work which shall be signed and sealed by a Professional Engineer licensed within the State of Illinois, and provided to County staff for incorporation into County plans for a transportation improvement.

This work order type will include various tasks as assigned by the County. Invoicing for this task will be on an hourly basis.

2.10 Work Order Assignments

The Consultant shall perform Work Order Assignments as directed by the County, such as attending meetings and participating in discussions, assisting County with ITS program, assisting County with CMAQ and other federal program funding applications, training County staff, performing transportation studies for travel demand and parking, performing traffic related studies in response to special requests, and completing other tasks as needed.

This work order type will include various tasks as assigned by the County. Invoicing for this task will be on an hourly basis.

EXHIBIT 2

SCHEDULE OF COMPENSATION



Cook County Government

EXHIBIT 2

SCHEDULE OF COMPENSATION

Upper Limit Compensation. The maximum compensation under this agreement may not exceed \$250,000.00

Fund Number: 5300.562140.4111

Monthly Invoicing

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

Consultant must support each invoice with reasonable detail including Sub-consultant costs. Consultant must maintain complete documentation of all costs incurred for review and audit by the County or its designated representative(s). Consultant must submit each invoice in the format directed by the County and provide with it a progress report in a format acceptable to the County. The progress report should identify any variances from budget or schedule and explain the reasons for the variances.

METHOD OF PAYMENT

COMPENSATION

The following method of compensation for CONSULTANT services is specified where applicable in the AGREEMENT. Compensation shall be in accordance with IDOT requirements for MFT funded Engineering Agreements, as defined in IDOT Bureau of Local Roads and Streets Manual, Chapter 5.

a. Cost Plus a Fixed Fee – Actual Costs reimbursable to the CONSULTANT, plus a Fixed Fee (Profit) as defined in Section b. The Upper Limit of Compensation to the CONSULTANT shall be up to an aggregate \$250,000.00.

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

$$\text{Fixed Fee} = 0.145 [(2.3+R) DL+IHDC]$$

Where DL = Direct Labor
IHDC = In-House Direct Costs
R = Complexity factor

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

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



Cook County Government

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

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

INVOICES

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

PARTIAL PAYMENTS

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

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

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

FINAL PAYMENT

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

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

ADJUSTMENT OF UPPER LIMIT OF COMPENSATION

a. When costs approach 50% of the Upper Limit of Compensation, the CONSULTANT shall review the work accomplished and make an itemized estimate showing costs incurred and costs of services still required to complete his obligation. They shall do the same before costs reach 75% and 90% of the Upper Limit of Compensation. If either of these estimates exceeds the Upper Limit of Compensation, the CONSULTANT shall immediately notify the DEPARTMENT.



Cook County Government

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

- (1) Stop work at a logical point when monies due the CONSULTANT are within the Upper Limit of Compensation, or
- (2) Continue work under the terms of the AGREEMENT up to an adjusted Upper Limit of Compensation as authorized in writing by the DEPARTMENT. The CONSULTANT waives their right to any payment in excess of the original Upper Limit of Compensation if he has not submitted an estimate of overrun and received such written authorization prior to incurring the excess costs.

ITEMS ELIGIBLE FOR REIMBURSEMENT AS CONSULTANT'S COSTS

a. When the method of compensation includes payment of the CONSULTANT'S actual costs, the following items of cost are reimbursable to the extent that they are in compliance with Federal Acquisition Regulations, Subparts 31.1 and 31.2 and FAPG Chapter 1, Subchapter B, Paragraph 172.

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

- (1) Related costs which are normally paid by the CONSULTANT may include items such as:
 - (a) Wages paid or accrued for vacation time.
 - (b) Wages paid for holidays and for sick, military, jury and other authorized leave.
 - (c) Group and Workmen's compensation insurance costs.
 - (d) Bonus, incentive compensation or deferred compensation which is an established practice of the firm and which does not exceed the DEPARTMENT'S policy limiting these costs to what it considers reasonable in accordance with the Federal Acquisition Regulations.
 - (e) Social Security and Unemployment taxes.
 - (f) Pension or retirement benefits.
 - (g) Group Medical Plan and Life Insurance Premiums.

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

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



Cook County Government

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

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

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

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

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

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

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

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

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

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

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

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



Cook County Government

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

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

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

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

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



Cook County Government

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



Cook County Government

**MAXIMUM HOURLY RATES 2014-2016
(PRIME AND SUBCONSULTANTS)**

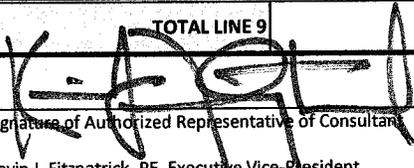
CONSULTANT COST PROPOSAL

Contract No. 1323-12478A

Consultant: <u>Alfred Benesch & Company, Inc.</u>	Title of Project: Traffic Engineering Services
--	--

Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Project Principal		\$ 70.00	
Sr Project Manager		\$ 64.00	
Project Manager I		\$ 47.38	
Project Engineer II		\$ 38.44	
Project Engineer I		\$ 35.36	
Designer II		\$ 31.72	
Designer I		\$ 28.56	
Sr Technologist		\$ 33.90	
Technologist II		\$ 27.70	
Technologist I		\$ 27.30	
Intern		\$ 16.00	
TOTAL LINE 1			\$0.00
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
Office Manager		\$ 28.40	
Project Assistant I		\$ 19.40	
Office Assistant		\$ 15.90	
TOTAL LINE 2			\$0.00
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
	159.78%	1.5978	\$0.00
TOTAL LINE 3			\$0.00
4. "In-House" Cost	ADD TOTAL LINES 1 + 2 + 3		\$0.00
5. Profit (%) of Line 4 (Per contract formula)			\$0.00
6. Other Direct Costs/ Reimbursable Expenses			Estimated Cost
In-house Direct Costs			
Outside Direct Costs			
TOTAL LINE 6			\$0.00
7. Additional Services			Estimated Cost
TOTAL LINE 7			\$0.00
8. Subcontractor Cost (from subcontractor's Line 8)			
9. Total Project Cost	ADD TOTAL LINES 4 + 6 + 7 + 8		\$0.00
10. Total "Not-to-Exceed" Contract	TOTAL LINE 9		\$0.00

May 1, 2014
Date


 Signature of Authorized Representative of Consultant
 Kevin J. Fitzpatrick, PE, Executive Vice-President
 Printed Name of Authorized Representative of Consultant

Cook County
 Department of Transportation and Highways
 Traffic Engineering Services
 Contract No. 1323-12478A
 Section No. 13-TCIDS-11-ES

Alfred Benesch & Company, Inc.
 Average and Maximum Hourly Rates 2014 - 2016

Personnel Classification	2014		2015		2016	
	Avg. Hrly. Rate	Max. Hrly. Rate	Avg. Hrly. Rate	Max. Hrly. Rate	Avg. Hrly. Rate	Max. Hrly. Rate
Project Principal	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
Sr Project Manager	\$64.00	\$70.00	\$65.92	\$70.00	\$67.90	\$70.00
Project Manager I	\$47.38	\$54.10	\$48.80	\$55.72	\$50.27	\$57.39
Project Engineer II	\$38.44	\$42.50	\$69.59	\$43.78	\$40.78	\$45.09
Project Engineer I	\$35.36	\$40.50	\$36.42	\$41.72	\$37.51	\$42.97
Designer II	\$31.72	\$34.30	\$32.67	\$35.33	\$33.65	\$36.39
Designer I	\$28.56	\$30.80	\$29.42	\$31.72	\$30.30	\$32.68
Sr Technologist	\$33.90	\$40.00	\$34.91	\$41.20	\$35.97	\$42.44
Technologist II	\$27.70	\$30.10	\$28.53	\$31.00	\$29.39	\$31.93
Technologist I	\$27.30	\$27.30	\$28.12	\$28.12	\$28.96	\$28.96
Office Manager	\$28.40	\$28.40	\$29.25	\$29.25	\$30.13	\$30.13
Project Assistant I	\$19.40	\$23.80	\$19.98	\$24.51	\$20.58	\$25.25
Office Assistant	\$15.90	\$15.90	\$16.38	\$16.38	\$16.87	\$16.87
Intern	\$16.00	\$18.00	\$16.48	\$18.54	\$16.97	\$19.10

Cook County
 Department of Transportation and Highways
 Traffic Engineering Services
 Contract No. 1323-12478A
 Section No. 13-TCIDS-11-ES

Alfred Benesch & Company, Inc.

Unit Direct Costs

Task & Description	In-House Direct Cost	Outside Direct Cost
Vehicle Charge (\$65 full day, \$32.50 half day)	X	
Overnight Delivery Service = actual cost (estimate at \$20 ea.)		X
Messenger Service = actual cost (estimated at \$30)		X
Exhibit plotting and mounting = actual cost (est. for 24 x 36 board= \$150/ea.)		X
Large report duplication-color copies= actual cost (estimated at \$0.10/page + binding \$40/report)		X
MioVision Traffic Studies = actual cost (est. \$95/hour)		X
Scanning (large size- plan sheet)= actual cost (est. at \$20 ea.)		X

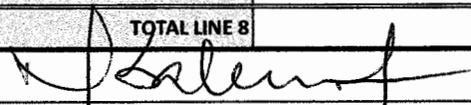
SUB-CONTRACTOR COST PROPOSAL

Contract No. 1323-12478A

Subcontractor: <u>AES Services, Inc.</u>	Title of Project: <p style="text-align: center;">Traffic Engineering Services</p>
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Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Principal		\$ 70.00	
Engineer III		\$ 49.38	
Engineer II		\$ 37.00	
Engineer I		\$ 24.47	
Surveyor III		\$ 43.26	
Surveyor II		\$ 38.00	
Surveyor I		\$ 24.50	
Technician III		\$ 37.42	
Technician II		\$ 20.00	
CADD Technician		\$ 30.00	
TOTAL LINE 1		██████████	\$0.00
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
Administration		\$ 32.67	
		\$	
		\$	
TOTAL LINE 2		██████████	\$0.00
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
	157.55%	1.5755	\$0.00
TOTAL LINE 3		██████████	\$0.00
4. "In-House" Cost	ADD TOTAL LINES 1+2+3		\$0.00
5. Profit (%) of Line 4 (Per contract formula)			\$0.00
6. Other Direct Costs			Estimated Cost
In-house Direct Costs			
Outside Direct Costs			
TOTAL LINE 6			\$0.00
7. Additional Services			Estimated Cost
TOTAL LINE 7			\$0.00
8. Total Project Cost	ADD TOTAL LINES 4 + 6 + 7		\$0.00
9. Total "Not-to-Exceed" Contract	TOTAL LINE 8		\$0.00

05/01/2014
Date


 Signature of Authorized Representative of Subcontractor
MOHAMMED SALEEM
 Printed Name of Authorized Representative of Subcontractor

Cook County
 Department of Transportation and Highways
 Traffic Engineering Services
 Contract No. 1323-12478A
 Section No. 13-TCIDS-11-ES

AES SERVICES (Sub Consultant) to Alfred Benesch & Company, Inc.
 Average and Maximum Hourly Rates 2014 - 2016

Personnel Classification	2014			2015			2016		
	Avg. Hrly. Rate	Max. Hrly. Rate	Avg. Hrly. Rate	Avg. Hrly. Rate	Max. Hrly. Rate	Avg. Hrly. Rate	Max. Hrly. Rate	Avg. Hrly. Rate	Max. Hrly. Rate
Principal	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
Administration	\$32.67	\$40.00	\$40.00	\$33.65	\$40.00	\$40.00	\$34.66	\$40.00	\$40.00
Engineer III	\$49.38	\$55.00	\$55.00	\$50.86	\$58.00	\$58.00	\$52.39	\$58.00	\$58.00
Engineer II	\$37.00	\$44.00	\$44.00	\$38.11	\$44.00	\$44.00	\$39.25	\$46.00	\$46.00
Engineer I	\$24.47	\$28.00	\$28.00	\$25.20	\$30.00	\$30.00	\$25.96	\$32.00	\$32.00
Surveyor III	\$43.26	\$46.00	\$46.00	\$44.56	\$48.00	\$48.00	\$45.89	\$52.00	\$52.00
Surveyor II	\$38.00	\$44.00	\$44.00	\$39.14	\$45.00	\$45.00	\$40.31	\$48.00	\$48.00
Surveyor I	\$24.50	\$28.00	\$28.00	\$25.24	\$30.00	\$30.00	\$25.99	\$32.00	\$32.00
Technician III	\$37.42	\$42.00	\$42.00	\$38.54	\$44.00	\$44.00	\$39.70	\$46.00	\$46.00
Technician II	\$20.00	\$22.00	\$22.00	\$20.60	\$24.00	\$24.00	\$21.22	\$26.00	\$26.00
CADD Technician	\$30.00	\$35.00	\$35.00	\$30.90	\$36.00	\$36.00	\$31.83	\$38.00	\$38.00

Cook County
 Department of Transportation and Highways
 Traffic Engineering Services
 Contract No. 1323-12478A
 Section No. 13-TCIDS-11-ES

AES Services (sub consultant) to Alfred Benesch & Company, Inc.

Unit Direct Costs

Task & Description	In-House Direct Cost	Outside Direct Cost
Company owned/leased vehicle (\$65 full day, \$32.50 4 hr or less)	X	
Mileage @ State Rate (est. at \$0.56/mile)		X
Overnight Delivery Service = actual cost (estimate at \$20 ea.)		X
Messenger Service = actual cost (estimated at \$30)		X
Exhibit plotting and mounting = actual cost (est. for 24 x 36 board= \$150/ea.)		X
Large report duplication-color copies= actual cost (estimated at \$0.10/page + binding \$40/report)		X
Scanning (large size- plan sheet)= actual cost (est. at \$20 ea.)		X

EXHIBIT 3

EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2014

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 Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME:		
	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888	
E-MAIL ADDRESS:			
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Travelers Casualty & Surety Co. of America A+, XV	31194
INSURED Alfred Benesch & Company, Inc. 205 N Michigan Avenue Suite 2400 Chicago, IL 60601-5927		INSURER B : Phoenix Insurance Company A+, XV	25623
		INSURER C : St. Paul Fire and Marine Insurance Company	24767
		INSURER D : Travelers Indemnity Co. of America A+, XV	25666
		INSURER E : Zurich American Insurance Co of Illinois	16535*
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	630-0D870755	05/31/2013	05/31/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY	X	X	810-2D558685	05/31/2013	05/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						<input type="checkbox"/> SCHEDULED AUTOS
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>					PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
C	UMBRELLA LIAB	X	X	ZUP-15P01416	05/31/2013	05/31/2014	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB						<input type="checkbox"/> CLAIMS-MADE
	<input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	UB-0D896722	05/31/2013	05/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input checked="" type="checkbox"/> N
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Prof. Liability			EOC 5574267 00	05/31/2013	05/31/2014	Per Claim 2,000,000
E				EOC 5574267 00	05/31/2013	05/31/2014	Aggregate 2,000,000

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

Project - Traffic Engineering Services Section No. 13-TCIDS-11-ES.

Cook County, its officials, employees and agents shall be listed as additional insured with respects to General, Auto, and Umbrella Liability where required by written contract. Insurance (Excluding Worker's Compensation & Professional Liability) is Primary and Non-contributory. Auto, General Liability, and Worker's Compensation policies include waiver of subrogation in favor of the additional insured's. 30-day Notice of Cancellation will be issued in accordance with policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Cook County Government Office of the Chief Procurement Officer 118 N Clark Street, RM 1018 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Michael Hestley</i>

EXHIBIT 4

BOARD AUTHORIZATION