

PROFESSIONAL SERVICES AGREEMENT

FOR

VALUE ENGINEERING SERVICES

BETWEEN



COOK COUNTY GOVERNMENT

DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

AND

ALFRED BENESCH & COMPANY

CONTRACT NO. 1428-13481

SECTION NO. 13-6VALU-01-ES

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS	4
ARTICLE 1) INCORPORATION OF BACKGROUND	4
ARTICLE 2) DEFINITIONS	4
a) Definitions	4
b) Interpretation	5
c) Incorporation of Exhibits	5
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT.....	6
a) Scope of Services.....	6
b) Deliverables	6
c) Standard of Performance	6
d) Personnel	7
e) Minority and Women's Business Enterprises Commitment	8
f) Insurance	8
g) Indemnification.....	11
h) Confidentiality and Ownership of Documents	11
i) Patents, Copyrights and Licenses	12
j) Examination of Records and Audits.....	13
k) Subcontracting or Assignment of Contract or Contract Funds.....	13
l) Professional Social Services.....	14
ARTICLE 4) TERM OF PERFORMANCE.....	15
a) Term of Performance	15
b) Timeliness of Performance	15
c) Agreement Extension Option.....	15
ARTICLE 5) COMPENSATION	16
a) Basis of Payment	16
b) Method of Payment	16
c) Funding	16
d) Non-Appropriation	16
e) Taxes	16
f) Price Reduction	17
g) Contractor Credits.....	17
ARTICLE 6) DISPUTES.....	17
ARTICLE 7) COMPLIANCE WITH ALL LAWS.....	18
ARTICLE 8) SPECIAL CONDITIONS.....	18
a) Warranties and Representations.....	18
b) Ethics	19

c) Joint and Several Liability	19
d) Business Documents	19
e) Conflicts of Interest	19
f) Non-Liability of Public Officials	20
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET.....	20
a) Events of Default Defined	21
b) Remedies	22
c) Early Termination	23
d) Suspension	24
e) Right to Offset	24
f.) Delays	24
g.) Prepaid Fees.....	25
ARTICLE 10) GENERAL CONDITIONS	25
a) Entire Agreement.....	25
b) Counterparts.....	26
c) Modifications and Amendments	26
d) Governing Law and Jurisdiction.....	26
e) Severability	26
f) Assigns	27
g) Cooperation	28
h) Waiver	28
i) Independent Contractor	28
j) Governmental Joint Purchasing Agreement.....	29
ARTICLE 11) NOTICES	29
ARTICLE 12) AUTHORITY	30

Economic Disclosure Statement
Signature Pages

List of Exhibits

- | | |
|-----------|---|
| Exhibit 1 | Scope of Services |
| Exhibit 2 | Schedule of Compensation |
| Exhibit 3 | Evidence of Insurance |
| Exhibit 4 | Cook County Travel Policy |
| Exhibit 5 | Certification for Consulting or Auditing Services |

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 & Company, doing business as a corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Chief Procurement Officer.

BACKGROUND

The County of Cook issued a Request for Proposals "RFQ" for Value Engineering Services. Responses were evaluated in accordance with the evaluation criteria published in the RFQ. The Consultant was selected based on the response al 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.

"Department" means the Cook County Using Department – The Department of Transportation and Highways (DOTH).

"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 | Cook County Travel Policy |
| Exhibit 5 | Certification for Consulting or Auditing Services |

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, 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.d(iii) 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 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 coverage's for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant except paragraph (d) Excess Liability or as 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 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**

When any vehicles are used in the performance of this contract, Contractor 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 the Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:	\$1,000,000
General Aggregate Per Project	\$1,000,000

(e) **Professional Liability**

When any professional services are provided, Contractor 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 Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$1,000,000 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, or extended reporting following the expiration or termination of this contract, shall be maintained by the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. The Commercial General Liability policy shall include ISO Additional Insured Endorsements CG 2010 and CG 2037 or equivalents. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(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 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**

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

h) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this Contract is confidential and

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

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

i) Patents, Copyrights and Licenses

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

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

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

j) Examination of Records and Audits

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

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

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

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

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

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 Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

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

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

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

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The

annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

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 January 1, 2015 ("**Effective Date**") and continue until December 31, 2016 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 4.a 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 4.b 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 one additional one-year period under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 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 each task service. Should the task require other direct costs such as travel, printing, mailing, etc., the cost shall be taken from the value of the contract. If travel is required, the Consultant shall follow the Cook County Travel Policy under Exhibit 4.

b) Method of Payment

All invoices submitted by the Contractor 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 Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

Exhibit 2, Schedule of Compensation provides the basis for payment. Payments under this Agreement must not exceed the dollar amount shown in each task order or the contract value 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, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

g) Contractor Credits

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

ARTICLE 6) DISPUTES

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

ARTICLE 7) COMPLIANCE WITH ALL LAWS

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

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

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

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 9.a and 9.c.

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 3.h 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 9.b 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 9.b;
- 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 9.a and 9.b 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 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

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 9.c.

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 9.b 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

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

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, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

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.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this GC-10, 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 Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

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, Suite 23
Chicago, Illinois 60602
Attention: Superintendent, Department of Transportation and Highways
(Include County Contract Number on all notices)

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 & Company
205 N. Michigan Avenue, Suite 2400
Chicago, Illinois 60601
Attention: Kevin J. Fitzpatrick, Corporate Secretary

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.

EXHIBIT 1

Scope of Services / Key Personnel

Value Engineering Scope of Services

The Consultant will be assigned various tasks over the duration of this Contract. Thus, the extent of services will not be determined until such time that a task has been assigned by the Department of Transportation and Highways (DOTH). Therefore, fixed fee will be determined at each assigned task. Upon assignment of a Task, the Consultant shall meet with representatives of the DOTH; prepare a scope of services to complete the task; and submit a Proposal for the services to be performed. The Consultant shall perform the task for not more than the total proposed task fee as authorized by the DOTH. In no event will the Consultant be entitled to additional compensation due to its errors in estimating the time, costs or expertise required to complete the task assignments. Only upon a change in the scope of task services, as documented in writing by the Consultant and subsequently approved in writing by the DOTH, will any additional fees be approved. The total compensation for the entirety of all task assignments shall not be in excess of the contract amount set as the Upper Limit of Compensation for this Contract unless modified in accordance with Article 10 c Modifications and Amendments.

The STUDY will generally conform to the steps of a VE Study as specified by SAVE and the American Association of State Highway and Transportation Officials (AASHTO). Conforming to the steps of a VE Study meaning that the Value Study Team follows an organized job plan with a minimum of six phases identified by the SAVE and performs a function analysis on the project.

The general scope of the Study will consist of the following stages:

A. PRE-WORKSHOP

1. The CONSULTANT shall manage and coordinate preparing team members for the purposes of performing the STUDY. The CONSULTANT shall submit for approval to the COUNTY any substitutions on the team.
2. The CONSULTANT shall have a Project Manager (PM) who will act as team leader throughout the STUDY. The PM shall be certified as a Value Specialist (CVS) and registered as a Professional Engineer (PE). The PM shall be responsible for invoicing and coordination with the COUNTY on schedule and logistics.
3. The CONSULTANT will perform a review of the project and project materials to identify the goals of the study along with the COUNTY. Also, the CONSULTANT, in coordination with the COUNTY, shall be responsible for arranging, planning and conducting the workshop sessions. It is anticipated that the CONSULTANT will develop questions and/or requests for additional information from the County to ensure that the sessions move in an efficient expedient manner.
4. The CONSULTANT shall prepare and submit to the COUNTY, prior to the workshop sessions, a complete agenda for the workshop exhibiting the STUDY

activities, the timing of each activity, resources and information required for each activity.

5. The CONSULTANT shall complete a review of the designers construction cost estimate for:
 - a) Determining its accuracy; and
 - b) Preparing costs models, cost distribution functions and other STUDY tasks as necessary.

B. WORKSHOP (JOB PLAN)

The PM shall lead a STUDY workshop session, following generally accepted STUDY principles, as defined by the most recent SAVE International Value Standard. The workshop shall consist of the following six steps:

1. Information Phase

The team will gain an understanding of the project needs and establish the base case in addition to establishing the benchmark alternatives and outlining the job plan process. This includes familiarizing the team with the project, various design criteria, site layout, constraints and any significant issues. At the end of this phase, the team should: 1) Be familiar with the development of the Project to date; 2) Have performed a site visit; 3) Have an understanding of the need for the Project and the expected outcomes; 4) Have a basic understanding of the site, construction, and operational constraints that will impact Project delivery.

2. Function Analysis Phase

The team will review and analyze the project functions to determine which functions need improvement, elimination or creation to meet the project goals. This Phase includes reviewing the complete design to ensure that it will satisfy the defined functions. At the end of this Phase, the following shall be determined: 1) The functional requirements of the Project; 2) The costs to provide the function, including sequencing and operational constraints that impact function costs; 3) The method in which the current design achieves the functionality; and 4) Whether the value provided by the function has been optimized.

3. Creative Phase

The team employs creative techniques to identify other ways to perform the project's function(s). This includes generating various means of: 1) Achieving the Project functions; 2) Constructing the Project; 3) Sequencing the Project construction; 4) Generating competitive interest in bidding on the Project. At the end of this Phase, a list of all ideas shall be written out with short descriptions.

4. Evaluation Phase

The team follows a structured evaluation process to select those generated ideas that offer the potential for value improvement while delivering the project's

function(s) and considering performance requirements and resource limits. This includes reducing the list of ideas into a short list of ideas that have the greatest potential for cost savings, adding value, or generating competitive bidding interest. At the end of this Phase, all of the short listed ideas shall be written out, with a score or ranking that indicates which ideas will be pursued further. A written description of the means and criteria for scoring or ranking the ideas shall be included.

5. Development Phase

The team develops the selected ideas into alternatives with a sufficient level of documentation to allow the COUNTY to determine if the alternative should be implemented. This Phase includes further analyzing the short list into more developed Project alternatives. At the end of this Phase, the short list of ideas shall each have a brief narrative written comparing the current solution to the alternative solution with information on risks, advantages and disadvantages. The narrative shall be backed up with design costs, construction costs, calculations, sketches, models and other information, as necessary.

6. Presentation Phase

The PM develops a presentation that conveys the adequacy of the alternative(s) developed by the team and the associated value improvement opportunity to the COUNTY. This presentation shall take place on the final day of the workshop. It will provide an overview of the accuracy of the designer's construction cost estimate and the STUDY workshop, including the process, the ideas that were generated, STUDY team recommendations and conclusions.

C. POST-WORKSHOP

1. Draft Report

The CONSULTANT shall prepare and submit to the COUNTY, for review and comment, four (4) copies of the Draft Report which synthesizes the proceedings and findings of the STUDY workshop and the review of the accuracy of the designer's construction cost estimate.

2. Final Report

The CONSULTANT shall provide four (4) hard copies and (1) DVD of the Final Report within one (1) week of receiving comments from the COUNTY. The Final Report shall include a disposition of all COUNTY comments.

The Draft and Final Reports shall include an Executive Summary that describes the workshop activities performed and specific recommendations. The Body of the reports shall include a detailed description of the review of the construction estimate, as well as the STUDY workshop activities performed, ideas generated, discussion of the advantages and disadvantages of ideas, findings, results and specific recommendations. Each recommendation shall contain a description of

the impacts to the COUNTY with and without implementation of the recommendation.

Included with the Final Report shall be a presentation (in Powerpoint format) that communicates the information in the Executive Summary. This presentation shall be comprehensive and ready for presentation to various stakeholders, as necessary.

3. Presentation

The CONSULTANT shall deliver a presentation to the COUNTY that includes a brief description of the activities performed during the STUDY, the recommendations of the team, and the advantages and disadvantages of the recommendations.

Our team also uses the ASTM Method of cost estimating, which is populated through our in-house dynamic database of bid items. This also allows for contingencies and reserves, allowing for a realistic and flexible project budget.

Life Cycle Cost Analysis

Benesch developed a 17-step Life Cycle Cost Analysis Process based on the NCHRP Report 483. Benesch received the best paper award for “A Unique Model for Life-Cycle-Cost Analysis” from the International Society of Parametric Analysis (ISPA) and the Society of Cost Estimating and Analysis (SCEA).

Cost and Schedule Risk Management

Risk is defined as a deviation from the expected or assumed outcome. The deviation may be positive or negative. A positive deviation is an opportunity or an increased asset, while the negative deviation is a threat or liability. The risk is divided into three categories: 1)

Engineering Risk, 2) Financial Risk, 3) Management Risk. The Benesch cost model uses a similar process to identify and manage risks.

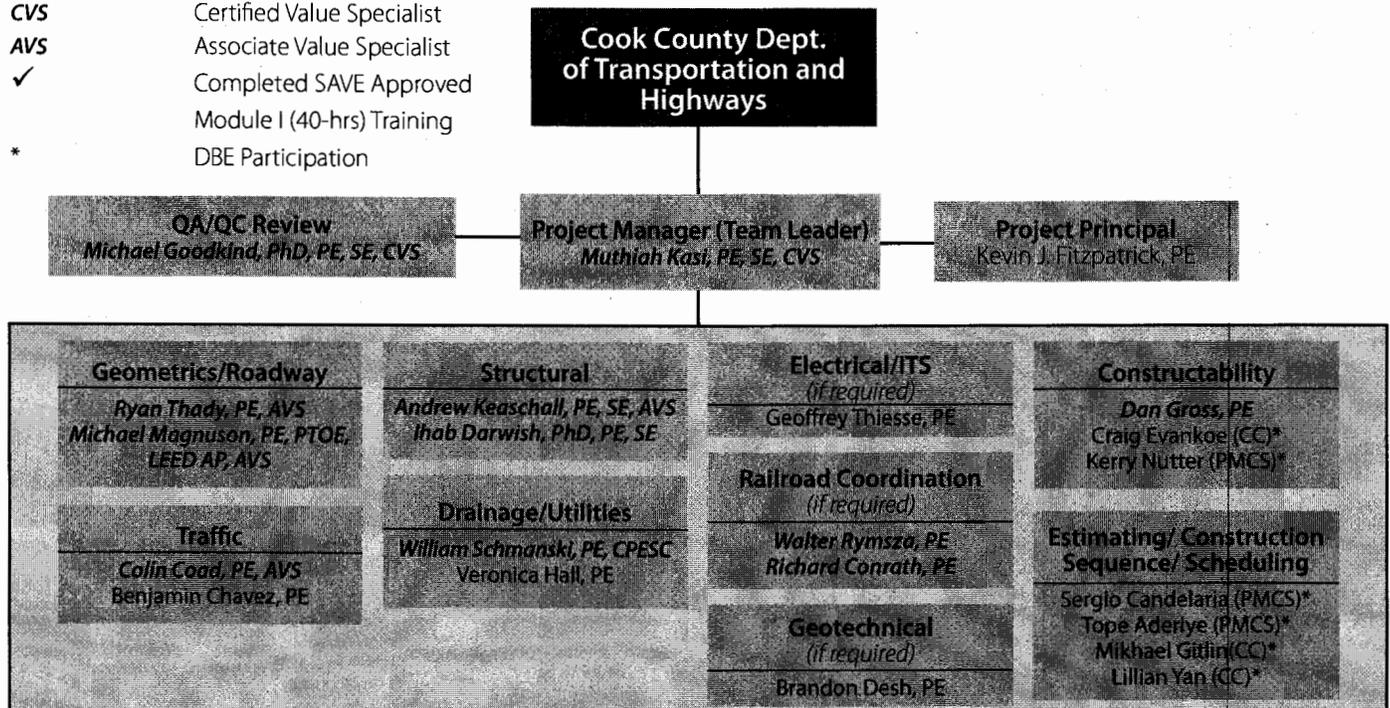
THANK YOU

Benesch would like to thank Cook County for the opportunity to provide our qualifications for this contract. We believe our seasoned team of VE-trained engineers and proactive approach will provide significant value to the projects under this contract. We would be proud to put our value engineering expertise to work for you.

ORGANIZATION CHART

LEGEND

- Italicized/Bold*** Key Personnel
- (CC)** CivCon Services, Inc. (DBE/MBE)*
- (PMCS)** Program Management & Control Services, LLC. (DBE/WBE)*
- CVS** Certified Value Specialist
- AVS** Associate Value Specialist
- ✓** Completed SAVE Approved Module I (40-hrs) Training
- *** DBE Participation



Muthiah Kasi, PE, SE, CVS (Life)

Value Engineering Team Leader

Mr. Kasi is an internationally recognized contributor in the fields of value engineering and life cycle cost analysis. With over 45 years of experience, he has led or participated in more than 200 VE studies worldwide. He wrote "An Introduction to Function Analysis for Architects, Engineers and Builders" and was co-author of "Function Analysis- The Stepping Stones to Good Value." The latter is one of the premiere textbooks on value engineering, and has been translated to both Spanish and French. Mr. Kasi has also received many awards for his work in VE, including the Richard DeMars Special Recognition Award for his outstanding applications of VE to the design and construction industry.

Mr. Kasi earned his Certified Value Specialist (CVS) certification in 1983, and has since successfully executed numerous project studies, saving clients millions in actual and anticipated project costs. He has conducted VE studies for the City of Chicago, City of Edmonton, City of New York, Michigan Department of Transportation, Wisconsin Department of Transportation, Florida Department of Transportation, Illinois State Toll Highway Authority, Illinois Department of Transportation and FHWA. In addition, Mr. Kasi has trained engineers across the globe in the principles of value engineering and has former students in Taiwan, the Middle East, India, Canada and here in the USA.

In 2009, he published a book on value engineering titled "Function Approach to Transportation Projects", which is the only one of its kind to specifically address the application of value engineering principles to transportation projects. And in 2012, he authored "ProValue: A Proactive Approach to Managing Cost."

Susquehanna River Bridge Reconstruction

VE Team Leader: Amtrak proposes to construct a new two-track fixed bridge adjacent to the current structure. Benesch performed a Value Engineering (VE) study where 133 ideas were suggested. This resulted in 10 proposals and seven design suggestions, with one validation. The potential cost savings found as a result of the VE was over \$130 million. Mr. Kasi served as Team Leader for this project.

IH-39, STH 54 -North Jct. USH 10

VE Team Leader: Benesch conducted a VE Study for the Wisconsin Department of Transportation including the evaluation of 60 projects involved in the IH-39 corridor reconstruction. Nine VE proposals were developed including one validation and 14 design suggestions. The potential cost savings found as a result of the VE totalled over \$100 million. Mr. Kasi served as Team Leader for this project.

MDOT Various VE Projects

VE Team Leader: Since 2004, Benesch has been selected to perform Value Engineering Studies on an "as needed" basis for the Michigan Department of Transportation. Work involved in the studies consists of Resurfacing Restoration and Rehabilitation (3R) and/or New Construction/Reconstruction (4R) of road and bridge projects. Mr. Kasi has served as Team Leader or Facilitator on many of the studies included in this contract.

Beaver Dam Bypass

VE Team Leader/Member: Benesch performed a VE Study for this project that consisted of pavement, interchange and structure improvements to USH 151 in the vicinity of Beaver Dam, from south limit between CTH DE and the Union Pacific Railroad (UPRR) to a north limit between Prospect Avenue and CTH E. Improvements to horizontal and vertical alignments at the CTH D and STH 33 interchanges are included. Particular consideration was given to typical pavement section, revisions to the profile grade, replacement bridge types, interchange

Education

MS, Civil Engineering, Michigan State University

BS, Civil Engineering, University of Madras, India

Years Experience

45

Registrations and Certifications

Professional Engineer: IL, FL, KY, MI, WI, KS

Structural Engineer: IL

Certified Value Specialist - Life (CVS)

configurations and the construction schedule.

Zoo Interchange VE

VE Team Leader/Member: Benesch performed a VE Study of concept plans for WisDOT. The items considered were load access, constructability, utility impacts and railroad coordination. The purpose of the VE Study was to review, validate proposed design components and make recommendations for value improvements with a focus on the alternatives for the four legs of the interchange. Geometrics, traffic analysis, structure span arrangements, maintenance of traffic, construction staging, utility coordination and recommendations for the focus and timing of additional VE Studies were also considered.

I-196 from US-131 to Fuller Avenue VE Study

VE Team Leader: This value engineering study was performed to evaluate the as-designed improvements proposed for this reconstruction project. The study yielded four proposals, thirty design suggestions and three observations with a potential cost savings of \$405,000. Mr. Kasi provided support and QC/QA.

Connecticut River Bridge - VE Study of Conceptual Design

VE Team Leader/Member: This study reviewed an existing conceptual report and design plan for a ten span, movable railway structure over a major waterway. After the initial review, a full-scale VE study was conducted to investigate other feasible alternatives. Cost considerations and constructability ultimately played the largest role in the recommendation to pursue six design alternatives, two of which differed from the original report documentation. Mr. Kasi was responsible for the ultimate completion of the study, and managed collaboration efforts for the entire team.

Rochester Road Value Engineering

VE Team Leader: The purpose of this study was to improve safety, relieve congestion and improve traffic flow along Rochester Road. 90% construction documents were reviewed for typical section, construction staging, ADA compliance, utilities, drainage, access management, traffic signals, lighting, cost estimates and pedestrian access. The study yielded 57 design suggestions and 3 validations. Mr. Kasi led project team, provided QA review of final report, coordinated presentations for the client and directed the overall process.

I-96 /US 23 Interchange

VP Facilitator: This value planning study was performed as part of the preliminary design for the interchange. After identifying the need for and obtaining updated traffic data, Benesch investigated 11 design concepts, which yielded four alternatives for evaluation. The recommended alternative was a cloverleaf with CD roads along both I-96 and US 23. Mr. Kasi advised the VP Facilitator on workshop modifications, developed the Function-Logic Diagram, presented the recommendations at the end of the workshop.

I-94, Gratiot Road to GTWRR

VE Team Leader/Member: Benesch performed a value engineering study for this five-mile section of roadway to evaluate various project elements, including profile grade options; interchange performance issues concerning a bike/pedestrian path near the roadway; as well as various bridge elements such as span length and beam options. The analysis produced eight alternative proposals and 18 design suggestions. Mr. Kasi led the VE workshop.

Professional Affiliations

American Consulting Engineers Council

American Society of Quality Control

American Society of Testing and Materials

Consulting Engineers Council of Illinois

SAVE International

Value Engineering Awards

Award of Excellence in Value Engineering – SAVE International, 1989

Award from SEA01 for VECP of US 31 over St. Joseph River, Niles, Michigan - 1988

National VE Award from AASHTO for 1.2 billion I 94 Reconstruction VE study – 2005

Outstanding Achievement in Management Award, SAVE International, 2009

Publications

"An Introduction to Function Analysis for Architects, Engineers and Builders"

"Function Analysis - The Stepping Stones to Good Value" - Co-Author

"Function Approach to Transportation Projects"

"ProValue: A Proactive Approach to Managing Costs"

Mr. Goodkind is a seasoned engineer with more than four decades of structural design experience. His portfolio includes bridge, rail, highway and building design projects, many of which are award-winning. In addition, along with Muthiah Kasi, he co-created the development of Benesch's Total Quality Engineering (TQE) methodology that ensures every day design practices are executed through a rigorous program of quality assurance.

Mr. Goodkind began practicing Value Engineering (VE) over 30 years ago, and has since facilitated dozens of workshops. His experience in this area goes beyond the workshops themselves, as he is also an instructor for both value engineering Module I and II classes. In addition, he is currently serving as a Director of SAVE International.

Mr. Goodkind routinely serves as a VE Facilitator. In this role, he is responsible for the daily management of the workshop. He sets agendas and maintains the workshop schedule to ensure order and timeliness.

Connecticut River Bridge - VE

VE Team Facilitator: This study reviewed an existing conceptual report and design plan for a ten span, movable railway structure over a major waterway. After the initial review, a full-scale VE study was conducted to investigate other feasible alternatives. Cost considerations and constructability ultimately played the largest role in the recommendation to pursue six design alternatives, two of which differed from the original report documentation. Mr. Goodkind facilitated each workshop session and oversaw completion of the study report.

US 18/151 Conversion VE Study

VE Team Facilitator: Benesch performed a VE Study on development of a long-term highway access plan for the future conversion of a 28 mile section of US 18/151, between Dodgeville and Verona, from an expressway to a freeway. The focus areas of the VE Study were at the east and west ends of the section. The VE Study looked at alternative solutions for interchange types and interchange locations. Mr. Goodkind served as the facilitator for the workshop.

US 18/151 VE Study, Verona Road

VE Team Facilitator: Benesch conducted a 40-hour VE Study for the Verona Road (US 151) Improvement project. The general scope of the Value Engineering Study focused on Project Stages 1 and 2. The scope included validation of the Conceptual Construction Staging Plan for Project Stage 1, validation of the Conceptual Opinions of Probable Construction Cost (OPCC) for Project Stages 1 and 2 as well as assessing the potential cost risks and opportunities for Project Stages 1 and 2.

Zoo Interchange VE

VE Team Facilitator: Benesch performed a VE Study of concept plans for WisDOT. The items considered were load access, constructability, utility impacts and railroad coordination. The purpose of the VE Study was to review, validate proposed design components and make recommendations for value improvements with a focus on the alternatives for the four legs of the interchange. Geometrics, traffic analysis, structure span arrangements, maintenance of traffic, construction staging, utility coordination and recommendations for the focus and timing of additional VE Studies were also considered.

Education

MBA, University of Chicago

PhD, Structural Engineering,
Northwestern University

MS, Civil Engineering, Iowa State
University

BS, Civil Engineering, Rutgers
University

Years Experience

44

Registrations and Certifications

Professional Engineer: IL, MI, KS

Structural Engineer: IL

Certified Value Specialist

SAVE VE Modules I & II

IH 94 Red Cedar River Bridges

VE Team Facilitator: Benesch performed a VE Study of concept plans for the replacement of twin bridges carrying IH 94 over the Red Cedar River and for the improvement of IH 94 between STH 29 and the Red Cedar River. An analysis of the best way to perform this upgrade was performed. Because of the bridges' condition and the fact that they are non-redundant bridges, WisDOT wanted the work to proceed quickly. The VE Team was specifically requested to consider the issue of building three lanes in each direction versus building two lanes in each direction and adding the third lane at a later date. The VE Team recommended that the Red Cedar River Bridges be built with three lanes now and that the IH 94 improvements be built with two lanes now.

Beaver Dam Bypass

VE Team Facilitator: Benesch performed a VE Study for this project that consisted of pavement, interchange and structure improvements to USH 151 in the vicinity of Beaver Dam, from south limit between CTH DE and the Union Pacific Railroad (UPRR) to a north limit between Prospect Avenue and CTH E. Improvements to horizontal and vertical alignments at the CTH D and STH 33 interchanges are included. Particular consideration was given to typical pavement section, revisions to the profile grade, replacement bridge types, interchange configurations and the construction schedule.

George Washington Bridge Study

VE Team Facilitator: As a subconsultant to Modjeski and Masters, Benesch facilitated a Value Engineering Study on the rehabilitation of the orthotropic steel deck on the upper level of the George Washington Bridge. The focus areas of the VE Study were constructability, duration of construction and cost of the rehabilitation scheme. Mr. Goodkind served as the facilitator for each session and provided guidance in the preparation of the VE Study Report.

Detroit International River Crossing

VE Team Facilitator: The purpose of this study was to analyze a new bridge across the Detroit River between the U.S. and Canada. The scope was focused on access to and from the proposed U.S. plaza and I-75. The VE study generated 124 ideas which led to four new interchange concepts, two of which were recommended for further study.

Mississippi River Bridge (I-70), Life Cycle Cost Analysis

VE Team Facilitator: This is a 6,260 foot-long bridge across Mississippi River. Using NIST, NHS and NCHRP guidelines, Benesch developed their own 17-step method of analyzing life cycle costs. The analysis includes first cost, maintenance cost, operation cost, agency cost and user cost. In addition, sensitivity analysis and probability analysis were performed to compute the expected cost. The VE Study also looked at the cost implications of several major decisions: 1) no pier in the river, 2) inclined tower rather than a vertical tower and 3) use of a concrete deck rather than an orthotropic steel deck.

I-75 Reconstruction

VE Facilitator: The purpose of the VE study was to review the scoping documents for the proposed improvements to I-75 between Goddard Road and the Rouge River. The project involves reconstruction of the I-75 pavement and interchanges with Dix-Toledo Road, M-39, Outer Drive and Schaefer Road. It also involves rehabilitation of 17 bridges and reconstruction of part of M-39. The VE study recommended several modifications to the scope of work to facilitate future improvements.

Professional Affiliations

American Consulting Engineers Council

American Society of Civil Engineers

SAVE International

Structural Engineers Association of Illinois

Institute of Transportation Engineers

Awards

2005 Best Overall Paper - "a Unique Model for Life-Cycle Cost Analysis" - International Society of Parametric Analysis (ISPA)/Society of Cost Estimating and Analysis (SCEA)

Mr. Thady specializes in major transportation projects. He brings extensive experience in IDOT and Tollway design and procedures, as well as local agency relationships and expertise. He holds a Masters of Project Management, which gives him a unique perspective on budgets, staffing and resources to his assignments, resulting in timely delivery of projects. He has completed numerous Phase I and II projects, bringing an ability to effectively transition Phase I into Phase II projects. Mr. Thady is an extremely creative project manager, known for developing outside-of-the-box solutions to projects.

ISTHA Jane Addams Tollway: I-90 Corridor Design

Design Section Manager: Benesch, as part of a joint venture (BV3), is currently providing Phase II engineering services and serving as overall Corridor Design Manager, for this reconstruction and add lane project for the Illinois Tollway. The DSE section includes the reconstruction of 13 bridges (mainline and crossroad); widening of four lanes in each direction with the potential for express bus service; new and modified drainage systems; roadway lighting; noise walls; traffic barrier protection; pavement marking; landscaping; utility relocation; construction staging; maintenance of traffic plans; and more. Mr. Thady is serving as Design Section Manager for this project.

Rollins Road at IL 83 Grade Separation

Project Manager: Benesch provided Phase I planning and Phase II design for this project. A preliminary engineering report was prepared for the improvements of a grade separation of Rollins Road and the CN Railroad and the Rollins Road corridor. This includes the modification to the intersection of Rollins Road and IL Route 83 and the realignment of Hainesville Road. Design plans include 1.5 miles of roadway, 1/2 mile of shared use path, 8,700 linear feet of storm sewer and a new rail grade separation structure and retaining walls. The project features a complex MOT staging plan with temporary rail crossings and structures to maintain full capacity of the intersection throughout construction. Mr. Thady was responsible for overall project management, including staff supervision, cost monitoring, client communication, complex geometrics, traffic and MOT analysis.

I-55 at Lorenzo Road

Project Manager: This project included providing Phase I and II services for the preparation of preliminary engineering and Environmental Assessment reports for the improvement of the interchanges of I-55 at Lorenzo Road. The project was a complex, fast paced project to accommodate a new intermodal facility under construction. The project required expediting of the 404 merger process to complete the EA and PDR in a record 18 months for a massive \$130 million project involving numerous stakeholders, two interchanges, multiple environmental challenges and five miles of mainline pavement. Mr. Thady was responsible for overall project management, including staff supervision, cost monitoring and client communication.

Damen, Elston, Fullerton Intersection, Phase I

Project Manager: This project began as a Value Planning/Phase I Study for an underpass under the intersection. Through a series of creative planning work sessions, it evolved into a reroute of one of the major legs of the 6-legged intersection. An improvement from Level of Service F for the combined intersection, to Level of Service B for each of the three new intersections was achieved. The result is a federal-aid project including the reconstruction of 1.3 miles of roadway. Work tasks include alternative evaluation, environmental documentation, roadway design, three intersection design studies, storm sewer design, utility relocation and traffic signal design. Mr. Thady was responsible for the overall management of the project, including plan development oversight and cost management. He was also responsible for the creative process of developing the reroute alternate in lieu of the grade separation originally proposed.

Education

MS, Project Management, DeVry University

BS, Civil Engineering, University of Illinois at Urbana-Champaign

BS, Physics, Illinois College

Years Experience

17

Registrations and Certifications

Professional Engineer: IL, IN, IA

IDOT Bituminous Concrete Density Tester Course

IDOT Documentation

Project Management Professional

SAVE Associate Value Specialist (AVS)

SAVE VE Module I

Professional Affiliations

Project Management Institute

130th & Torrence Avenue Phases I & II

Project Civil Engineer: Preliminary and final plans were prepared for the realignment and grade separation of 130th Street and Torrence Avenue below Norfolk Southern Railroad. This complex intersection includes three major roadways, six new bridges and a new drainage system complete with detention chamber, pump station and settling basin. Mr. Thady served as Project Engineer, overseeing the Phase I special waste remediation issues, wetland coordination, compliance with the commitments made in the ECAD and other issues related to environmental compliance on the project. For Phase II, Mr. Thady led the civil portions of the project and coordinated with subconsultants for all civil aspects of the project.

Professional Affiliations

Project Management Institute

Red Gate Road Bridge Corridor

Project Manager: Benesch provided Phase II services for the Red Gate Road Bridge Corridor. The advance contract included mass grading, detention ponds and a pedestrian bridge. The main contract included one mile of roadway, new river highway and pedestrian bridges, two new signals, 4,300 LF of new sewer, ranging in size from 12" to 36" diameter, and 4,400 LF of new watermain, including a river crossing installation. Mr. Thady served as project manager for this assignment.

I-74 and I-155 Interchange

MOT Lead: Phase II engineering services were provided for the complete reconstruction of I-74 from the Mueller Road overpass through the Morton Avenue interchange; and for the reconstruction of I-155 from Birchwood Street interchange to the intersection with I-74 and I-74/I-155 interchange. Several key features include bridge replacement/removal, interchange reconfiguration and roadway widening. Mr. Thady led the value engineering exercise to study the MOT as proposed in Phase I by another consultant. It was determined that the plan, as proposed, would result in excessively long delays due to lane configuration. Mr. Thady led the effort to redesign the MOT to provide reasonable traffic flow during construction.

Tri-State Reconstruction Design

Project Manager/MOT Lead: This project included complete reconstruction and widening of I-294, four interchanges, eleven bridges, one box culvert for Willow Creek, six bridges over I-294 and the northbound mainline toll plaza (Plaza 29) at Touhy Avenue. Mr. Thady managed six separate contracts for the six-mile section, delivering all contracts on-time and within budget. Mr. Thady was responsible for the coordination of design and budget on the project, and extensive coordination of the corridor MOT, including sections completed by other consultants adjacent to the project.

FAI 290 and FAI 355 Resurfacing

MOT Lead: This Phase II project involved the preparation of multiple contract plans, specifications and cost estimates, including structure repairs and roadway plans for the resurfacing of I-290 (Eisenhower Expressway) from Thorndale Avenue to I-90/94 and I-355 from Army Trail Road to I-290. This project included approximately 30 miles of resurfacing and repairs to 37 bridges divided into four contracts. The project required expedited plan preparation, resulting in over 1,300 plan sheets completed in five months. The project required complex MOT planning across the four contracts, as well as thoughtful staging of the traffic sensors throughout the corridor. Mr. Thady was integral in the evaluation and development of the maintenance of traffic and construction sequencing for the project.

Michael Magnuson, PE, PTOE, LEED AP, AVS

Project Civil Engineer

Mr. Magnuson brings 28 years of public and private sector civil engineering experience combined with a proven record of effective project implementation. He specializes in Phase I Design/Environmental Studies including geometric design, traffic analysis and intersection design studies. He has extensive experience with the necessary report preparation needed to qualify agency projects for federal funding, and is a prequalified EA Lead with the Illinois Department of Transportation. He has an innovative manner in his approach to projects, balancing the technical engineering requirements with a reasonable, practical approach to user impacts. As a LEED certified professional he brings a focus on optimizing operations and maintenance versus capital costs on projects, helping clients choose solutions that focus on both short and long term costs.

Rollins Road at IL Route 83 Phases I & II

Project Manager/Alternatives Analysis: Intersection improvement that improved this heavily congested intersection and grade separated Rollins Road from the Canadian National (CN) railroad/Metra North Central Service. The project also realigned two adjacent intersections. Significant public involvement efforts utilizing Context Sensitive Solutions (CSS) policies. Wetland impacts, utility relocation, residential and commercial acquisitions relocations. Mr. Magnuson managed all traffic analysis and modeling and preliminary geometrics and was a part of the value planning analysis. He was involved extensively in the public involvement process and preparation of the Phase I reports and analysis. Through his efforts and coordination with IDOT and FHWA he was able to have this project designated as a Categorical Exclusion as opposed to an Environmental Assessment, which greatly reduced the project processing time.

Damen, Elston, Fullerton Intersection

QA/QC Review: This project began as a Value Planning/Phase I Study for an underpass under the intersection. Through a series of creative planning work sessions, it evolved into a reroute of one of the major legs of the 6-legged intersection. An improvement from Level of Service F, for the combined intersection, to Level of Service B, for each of the three new intersections, was achieved. The result is a federal-aid project including the reconstruction of 1.3 miles of roadway. Work tasks include alternative evaluation, environmental documentation, roadway design, three intersection design studies, storm sewer design, utility relocation and traffic signal design. Mr. Magnuson provided technical guidance and QC/QA review related to traffic engineering tasks which included both Highway Capacity Manual and Synchro/SimTraffic analyses. He also provided technical guidance related to the Intersection Design Studies and coordinated the preparation of Project Development Reports. He provided overall QC/QA of the Phase I process.

Fairchild Street Phases I & II/Bowman Avenue Feasibility Study

Project Manager: The Fairchild Street Phase I Study includes an evaluation of alternatives to replace a 90 year old tunnel under two active railroads. Due to the challenges with phasing and constructability, a series of tunnel and bridge alternatives were considered to cost effectively replace the facility as a Value Planning Study. The project is located in a diverse community, so innovative community outreach efforts were proposed to help generate a positive public response to the project. Phase I included alternative analysis/ value planning studies, public involvement, significant right-of-way acquisition with residential and commercial relocations. Mr. Magnuson served as Project Manager, overseeing the completion of the project. He developed an innovative approach to separate the Bowman Avenue portion of the project into a Value Planning Study, resulting in the Fairchild project being completed as a categorical exclusion.

Education

MS, Civil Engineering, University of Illinois at Chicago

BS, Civil Engineering, University of Illinois at Chicago

Years Experience

28

Registrations and Certifications

Professional Engineer: IL, WI, MI

LEED Accredited Professional

Professional Traffic Operations Engineer

SAVE Associate Value Specialist (AVS)

SAVE VE Module I

Michael Magnuson, PE, PTOE, LEED AP, AVS (cont.)

Project Civil Engineer

95th Street at Stony Avenue, Phase I Study

Project Manager: 95th and Stony Island is a highly congested intersection on the south side of Chicago. Benesch is completing Phase I Project Development Report and an Environmental Report for this intersection. Work includes data collection, preparation of base maps and mosaics, geometric studies, accident analysis, capacity analysis (including intersection design studies), Categorical Exclusion Project Report, bridge inspections and condition reports, railroad coordination, drainage studies (including pump stations), cost estimates, public involvement according to CSS policy and route survey. Mr. Magnuson served as Project Manager on this highly successful project.

Professional Affiliations

American Society of Testing and Materials

SAVE International

President, Chicago Metro Chapter
SAVE

IL 59 at Grand Avenue, Phase I Study

Project Manager and Environmental Lead: A Phase I engineering study for Lake County is nearly completed aimed at relieving congestion of this high traffic intersection. Solution strategies include roundabout design, a traditional intersection and street relocation. The intersection is adjacent to a large high school, three marinas and the Chain of Lakes, resulting in high traffic volume that involves both school and recreational traffic. Other stakeholder concerns involve sensitive environmental issues regarding stormwater quality due to the proximity of the lakes. Mr. Magnuson serves as Project Manager and Environmental Lead on this project.

I-55 at Lorenzo Road

Phase I/Environmental Lead: This project includes providing Phase I and II services for the preparation of preliminary engineering and Environmental Assessment reports, as well as preparation of contract plans, special provisions and estimates for the improvement of the interchanges of I-55 at Lorenzo Road. The project is a complex, fast paced project to accommodate a new intermodal facility. The project required expediting of the 404 merger process to complete the EA and PDR for a \$130 million project involving numerous stakeholders, two interchanges, multiple environmental challenges and 5 miles of mainline pavement. Mr. Magnuson leads the traffic analyses and the preparation on the environmental assessment for this project.

Sheridan Rd. at Loyola Ave. - Intersection Improvements and Pedestrian Plaza

Project Manager: Sheridan Road at the Loyola University campus CTA stop accommodates more than 4,000 pedestrians per day, along with high volumes of vehicular and bus traffic. The \$1,000,000 project includes decorative sidewalk planters with irrigation and ornamental lighting along Sheridan Road and modernizing the Sheridan Road/Loyola Avenue traffic signal along with improved crosswalks, ADA compliant sidewalk ramps and the elimination of the pedestrian crossing traffic signal immediately north of the CTA viaduct. The Benesch Team completed the necessary Phase I engineering studies, public involvement, landscape plaza design and final contract plans within a 3-month time frame. Mr. Magnuson led the Phase I and Phase II efforts for this project.

Bridge Street Phase I Study

Phase I QA/QC: Benesch provided Phase I, II and III engineering services for the replacement and widening of a deck on a three-span bridge over the North Channel in the City of Evanston. Services included the preparation of the Environmental Survey Request (ESR), Underwater Investigation Report, Bridge Condition Report (BCR), Project Development Report (PDR) and utility coordination. Mr. Magnuson provided QA/QC of the Phase I Project Development Report and environmental submittals.



Colin Coad, PE, AVS

Project Traffic Engineer

Mr. Coad specializes in the design of Phase I and Phase II Local Roads Transportation projects. He has extensive expertise in traffic analysis and design, geometrics; environmental processes and documentation; site evaluations and assessments; Project Development Reports; Environmental Assessment preparation; fatal flow analysis; and report preparation. In addition to his Phase I work, Mr. Coad has experience on Phase II projects including signal design, roadway design, drainage, utilities and maintenance-of-traffic. He has mastered various software programs including Highway Capacity Software, Synchro/SimTraffic, MicroStation, GEOPAK and AutoTurn. When planning projects, Mr. Coad brings a creative approach that looks at options from various angles. He also has a great attention to detail with a focus on timely and responsive service.

CDOT Streets for Cycling Phase I & 2 Services

Project Manager: Benesch provided Phase I preliminary design and engineering plans and Phase II final designs for approximately 50 - 75 miles of protected bike lanes, 25-50 miles of priority bikeways and 25-50 miles of bikeway upgrades. Tasks include arranging Illinois Department of Transportation (IDOT) approvals of Phase I Project Development Reports and Phase II bikeway designs; preparing City of Chicago and IDOT bid documents, including construction specifications and cost estimates; and coordinating with CDOT staff, the City and various stakeholders. Mr. Coad served as project engineer on this assignment overseeing the concurrent design teams to ensure consistency. He received extensive commendation for a job well done on this high priority project for the City and its new mayor.

IL 59 and Grand Intersection, Phase I

Project Engineer: A Phase I engineering study for Lake County is nearing completion aimed at relieving congestion of this high traffic intersection. Solution strategies developed include roundabout design, a traditional intersection and street relocation. The intersection is adjacent to a large high school, three marinas and the Chain of Lakes, resulting in high traffic volume that involves both school and recreational traffic. Other stakeholder concerns involve sensitive environmental issues regarding stormwater quality due to the proximity of the lakes.

Rollins Road at IL Route 83 - Phase I

Project Engineer: A preliminary engineering report and environmental report was prepared for the improvements of a grade separation of Rollins Road and the CN Railroad. This includes the necessary modification to the intersection of Rollins Road and IL Route 83 and the potential realignment of Hainsville Road. A Value Planning study was conducted to evaluate several alternatives. Mr. Coad assisted the team on all aspects of this assignment including: geometrics analysis, traffic and crash analysis, value planning, public involvement and report preparation.

Damen, Elston, Fullerton Intersection - Phase I Study

Project Engineer: This project began as a Value Planning/Phase I Study for an underpass under the intersection. Through a series of creative planning work sessions, it evolved into a reroute of one of the major legs of the 6-legged intersection. An improvement from Level of Service F, for the combined intersection, to Level of Service B, for each of the three new intersections, was achieved. The result is a federal-aid project including the reconstruction of 1.3 miles of roadway. Work tasks include alternative evaluation, environmental documentation, roadway design, three intersection design studies, storm sewer design, utility relocation and traffic signal design. Mr. Coad served as Project

Education

BS, Civil Engineering, University of Illinois, Urbana-Champaign

Years of Experience

8

Registrations and Certifications

Professional Engineer - IL

SAVE Associate Value Specialist (AVS)

SAVE VE Module I

Engineer on this assignment, computing traffic analysis, crash analysis and preparation of the design report.

Professional Affiliations
American Society of Civil Engineers

130th and Torrence Avenue, Phase I & II

Project Civil Engineer: Phase II engineering services were required to prepare plans for the realignment and grade separation of rail and vehicular traffic at this complex tri-level intersection. The proposed project will result in six new bridges: three railroad, two pedestrian and one highway. In addition, design plans were prepared for a new drainage system, including a detention chamber, pump station and settling basin. Mr. Coad coordinated special waste submittals and earthwork calculations to support associated earthwork calculations, renewal of PESA's and wetland mitigation plans.

I-55 at Lorenzo Road - Phase I

Project Civil Engineer: This project includes providing Phase I services for the preparation of preliminary engineering and Environmental Assessment reports for the improvement of the interchanges of I-55 at Lorenzo Road and IL-129. The project is required to accommodate a new intermodal facility. This \$130 million project includes numerous stakeholders, two interchanges, multiple environmental challenges and 5 miles of mainline interstate pavement. Mr. Coad assisted with traffic analyses and public involvement, as well as the preparation of environmental reports.

Fairchild Street Phase I Study

Project Engineer: This project includes an evaluation of alternatives to replace a 96-year-old tunnel under two active railroads within an older established urban neighborhood. Because of the restrictive right-of-way and potential for significant impacts, Benesch conducted a value planning analysis and developed several alternatives to arrive at a recommendation that minimized impacts and costs. This project also included a feasibility study for two grade separations on Bowman Avenue. Mr. Coad served as Project Engineer on both the Phase I and Phase II design effort for this project.

I-55 at Lorenzo Road

Project Engineer: This project included providing Phase I and II services for the preparation of preliminary engineering and Environmental Assessment reports, as well as preparation of contract plans, special provisions and estimates for the improvement of the interchanges of I-55 at Lorenzo Road and IL-129. The project is a complex, fast paced project to accommodate a new intermodal facility. The project required expediting of the 404 merger process to complete the EA and PDR for a \$130 million project involving numerous stakeholders, two interchanges, multiple environmental challenges and five miles of mainline pavement. Mr. Coad assisted with traffic analyses and public involvement, as well as the preparation of environmental reports.

Mr. Chavez specializes in transportation design and traffic engineering, including ADA sidewalk ramp design, traffic signal design, intersection design, traffic flow operations, and pavement marking and signage. He is also proficient in AGI32 lighting design software. His field work experience includes inspection for proposed traffic signal layout, traffic flow monitoring, and construction observation. Prior to working for Benesch, Mr. Chavez was an in-house consultant for the Chicago Department of Transportation.

Rollins Road at IL Route 83

Traffic Engineer: Phase I/ Phase II project for the improvement of Rollins Rd. at IL 83 that included roadway widening, intersection realignments and a grade separation of the CN railroad. A preliminary engineering report was prepared for the improvements of a grade separation of Rollins Road and the CN Railroad and the Rollins Road corridor. This includes the modification to the intersection of Rollins Road and IL Route 83 and the realignment of Hainesville Road. Design plans include 1.5 miles of roadway, 1/2 mile of shared use path, 8,700 linear feet of storm sewer and a new rail grade separation structure and retaining walls. The project features a complex MOT staging plan with temporary rail crossings and structures to maintain full capacity of the intersection throughout construction. Mr. Chavez was responsible for the design of temporary traffic signals at five intersections for a five-stage maintenance of traffic plan, permanent traffic signals and interconnect plan.

Damen, Elston, Fullerton Intersection Reconfiguration, Phase I & II Engineering

Traffic Signal Designer: This project began as a Value Planning/Phase I Study for an underpass under the intersection. Through a series of creative planning work sessions, it evolved into a reroute of one of the major legs of the 6-legged intersection. An improvement from Level of Service F, for the combined intersection, to Level of Service C, for each of the three new intersections, was achieved. The result is a federal-aid project including the reconstruction of 1.3 miles of roadway. Work tasks included alternative evaluation, environmental documentation, roadway design, three intersection design studies, storm sewer design, utility relocation and traffic signal design. Mr. Chavez designed traffic signals for this project.

CDOT Streets for Cycling Phases I & II

Project Engineer: Benesch provided Phase I preliminary design and engineering plans and Phase II final designs for approximately 50 - 75 miles of protected bike lanes, 25-50 miles of priority bikeways and 25-50 miles of bikeway upgrades. Tasks include arranging Illinois Department of Transportation (IDOT) approvals of Phase I Project Development Reports and Phase II bikeway designs; preparing City of Chicago and IDOT bid documents, including construction specifications and cost estimates; and coordinating with CDOT staff, the City and various stakeholders. Mr. Chavez served as a team design lead on this project.

Stearns Road Corridor

Lead Traffic Signal Designer: Phase II design services included plan preparation for the realigned roadway and a new complex intersection, complete with traffic signals and a highway drainage system. Also included are two new bridges, two new grade separated structures and modifications to an existing structure over the UP railroad. Mr. Chavez was responsible for the design of temporary and proposed traffic signal plans and interconnect plans for three intersections.

Education

BS, Civil Engineering, University of Illinois at Chicago

Years of Experience

13

Registrations and Certifications

Professional Engineer: IL

SAVE Module I

Wacker Drive Design

Phase II Design Engineer: The project consists of removal and replacement of the Wacker Drive viaduct structure, intersection and traffic signal improvements, design of new ingress and egress between lower and upper Wacker Drive, construction staging, vehicular and pedestrian maintenance of traffic, and roadway lighting and streetscaping. Redesign of the watermain and sewer system was needed to allow for utility reconstruction while the existing roadway and superstructure were still in place and active, in advance of the demolition. Mr. Chavez was also responsible for the design of sidewalk ramps per CDOT ADA standards.

Red Gate Bridge Project

Lead Traffic Signal Designer: This project included the extension of Red Gate Road, a two-lane roadway, from its current eastern terminus at IL 31 across the Fox River connecting to IL 25. Additionally, the Red Gate Bridge structure carries a bicycle/pedestrian trail beginning at St. Charles North High School across the river to connect with the Fox River Trail near Pinelands Drive. Mr. Chavez was responsible for the design of roadway lighting and temporary and proposed traffic signals.

Arterial Street ADA Ramp Improvements

Project Engineer: Benesch provided topographic survey and Phase II services for the City's ADA Ramp Improvement project and teamed with Dynasty Group (DBE) for survey support. The project includes Phase II design engineering services for ADA Ramp improvements within two project areas: Project 53 – South Area and Project 54 – Far South Area. The project is being completed as a result of litigation against the City of Chicago for noncompliance with ADA. The project included 400 ramps spread across various regions of the city and was completed on a fast track schedule to utilize ARRA funding. Mr. Chavez was responsible for both design and quality control of ADA sidewalk ramp design per Chicago Department of Transportation guidelines, leading concurrent design teams to complete the project on a task track basis.

Prior to joining Benesch, Mr. Chavez's experience included the following projects:

Traffic Signal Modernization Programs

Quality Control Engineer: As an in-house consultant for the Chicago Department of Transportation Division of Engineering, Mr. Chavez was responsible for quality control of design plans from various engineering consulting firms for traffic signal modernization projects for the City of Chicago. Intersections ranged from simple 4-legged to complex 6-legged and railroad and bascule bridge preemption. Scope included review of traffic signal requirement plans, signal timing schedules, ADA sidewalk ramp design, pavement restoration, and pavement markings and signage. Conducted on-site intersection meetings with consultants to gather information. Provided direction and guidance to various consultants for the design and modernization of traffic signals for the City of Chicago.

IDOT 2005 and 2006 STP Traffic Signal Modernization

Phase II Design Engineer: This project consisted of modernizing traffic signals at 18 intersections for the city of Chicago. Mr. Chavez designed traffic signal requirement plans and timing schedules, provided proposed phasing plans and modeled and optimized signal timings using Synchro software. He also observed traffic conditions for various intersections, gathered data and recorded unusual conditions to consider in design for new traffic signals.

Mr. Keaschall is a structural engineer specializing in the rating and analysis of complex bridge structures, with experience in both roadway and railroad bridges. He serves as Benesch's in-house LUSAS expert, using this finite element modeling software to predict the behavior of structures under various circumstances. In addition to bridge design and analysis, Mr. Keaschall also has experience with construction engineering and building structures. Recently, Mr. Keaschall served as an adjunct professor for a bridge design course at the University of Illinois-Chicago, taught jointly with fellow Benesch engineer, Mr. Muthiah Kasi, PE, SE, CVS.

I-74 over Mississippi River Bridges

Project Structural Engineer: Work included final roadway plans, requiring preparation of contract plans and specifications; final interchange and intersection plans for grading and paving; final roadway drainage analysis design; geotechnical design; survey; construction engineering. Mr. Keaschall is responsible for the design and plan development of the true arch substructure design; bridge demolition plans; peer review of the basket handle true arch superstructure design; and design of a 2,000-foot-long twin structure steel plate girder viaduct as well as two ramp structures that merge with the viaduct of Illinois viaduct in Moline, IL.

Wacker Drive Viaduct Reconstruction, Randolph Street to Monroe Street

Project Engineer/Project Manager: This \$70 million portion of an overall \$300 million project consisted of the reconstruction of the upper and lower levels of the Wacker Drive viaduct in downtown Chicago. Mr. Keaschall is responsible for the technical review of the two-way post-tensioned deck system. He also spearheaded contract document development, including the management and coordination of four sub-consultants across multiple disciplines and overall multi-disciplinary integration. Mr. Keaschall is also providing Phase III design support services to ensure on-time completion of what is a critical piece of infrastructure.

Red Gate Road Bridge

Structural Engineer: Benesch provided preliminary engineering and design services for the 0.6 mile extension of Red Gate Road, a two-lane roadway, from its current eastern terminus at IL 31 across the Fox River connecting to IL 25. The new, 1,140-foot-long, eight-span Red Gate Road Bridge consists of a concrete deck supported on five steel girders with curves at both ends. Seven piers support the superstructure and a signature, cable-stayed pedestrian bridge beneath the roadway, separating bicyclists and pedestrians from vehicular traffic and improving access to various forest preserves, park facilities and regional trails in the area. Mr. Keaschall was responsible for coordinating the design and putting together the contract documents for the two structures. He was also highly involved in the finite element modeling analysis of the cable-stayed pedestrian bridge.

Design for 22 Bridge Replacements for Metra/Union Pacific North Line

Project Engineer: This project included the total replacements of 22 bridges along the Metra/UP North Line. Several multi-span bridges were replaced with single span through plate girder structures with a common center girder for the two track alignment. The existing stone masonry abutments were also replaced which was a challenge considering the tight staging constraints associated with the existing ROW and track alignment. Mr. Keaschall was responsible for development of the Contract documents.

Education

MS, Civil Engineering, University of Illinois at Urbana-Champaign

BS, Civil Engineering, University of Illinois at Urbana-Champaign

Years of Experience

10

Registrations and Certifications

Professional Engineer: IL

Structural Engineer - IL, NE

ACEC/IDOT Bridge Seminar

LUSAS Engineering Analysis Software Training

SAVE Associate Value Specialist (AVS)

SAVE VE Module I

I-90 & I-290 Ramps B and D

Project Structural Engineer: Ramps B and D over I-90 and I-294 are two similar structures and were originally built in 1958. Each structure includes 16 approach spans (9 of them curved) with 5 lines of 48" PPC girders and a three-span steel tri-level main section. The main spans consist of transverse floor beams resting on a two girder system that frames into integral bents in order to maximize clearance below. As part of the Benesch contract, previous recommendations and an existing BCR were reviewed and repair recommendations were made. The contract also includes phase II engineering services required to prepare contract documents for the rehabilitation. Mr. Keaschall provided structural design and plan preparation of the PPC approaches and the main steel bridge for the two ramps.

Professional Affiliations

Structural Engineers Institute of Illinois

American Society of Civil Engineers (ASCE)

Post-Tensioning Institute (PTI)

PTI DC-40, Bridge Committee

SAVE International

Stearns Road Stage III Corridor Design

Structural Engineer: Phase II design services included plan preparation for the realigned roadway and a new complex intersection, complete with traffic signals and a highway drainage system. Also included are two new bridges, two new grade separated structures and modifications to an existing structure over CNIC railroad. Mr. Keaschall designed two roadway bridges and two underpasses.

UPRR over Franklin Shoofly

Project Manager: This project included design of a shoofly railroad structure that was designed as part of a value engineering proposal with the contractor. Benesch was also responsible for several unique earth retention system designs to accommodate the staged construction as well as the demolition design for the existing steel truss. Mr. Keaschall was involved in all three components of the project.

Wabash River Bridge

Structural Design Engineer: The existing 2,900-foot crossing connects Illinois Route 15 with Indiana Route 64. The project includes a bridge type study; Hydraulic Report revisions; preparation of type, size and location drawings; pre-final and final bridge construction plans; erosion control and landscaping plans; special provisions; cost estimates; surveys; environmental coordination; and geotechnical investigations. Mr. Keaschall was responsible for the design of steel superstructure, erection design and shop drawing review.

I-70 over the Mississippi River

Designer: Phase II engineering services were required to complete the design of this new major river crossing. Benesch facilitated a bridge type study; prepared TS&Ls and final contract documents for the main bridge foundations and Illinois and Missouri approaches; and performed an independent review of the main span towers and bridge superstructure. Mr. Keaschall was responsible for the design and detailing of the concrete decks of the approach spans.

Abe Lincoln Memorial Bridge Phases I & II

Designer: This \$40 million project consisted of the Phase I/Phase II rehabilitation of I-39 over the Illinois River Valley. The scope included total deck replacement, bearing replacement and substructure repairs. Traffic management analysis, special waste assessment, biological resources review and cost estimates were also prepared. Mr. Keaschall was responsible for the design and plan preparation for the deck replacement.

Dr. Darwish is a structural design and analysis expert who leads many of Benesch's bridge projects. He has performed numerous structural project components including finite element modeling, analysis and design of bridges; design of post-tensioned concrete structures, cable-stayed, and arch bridges; design of segmental bridges; bridge scoping and inspection; seismic assessment of existing bridge structures; seismic retrofit of existing bridges; bridge health monitoring and accelerated bridge construction. Dr. Darwish is knowledgeable and well-versed with the following guides/manuals: AASHTO Manual for the Condition Evaluation of Bridges, the Michigan Structure Inventory and Appraisal Coding Guide, the Michigan Bridge Analysis Guide, MDOT Bridge Standard Plans, and the MDOT Bridge Design Manual. Dr. Darwish also completed a 10-day FHWA training course "Safety Inspection of In-Service Bridges." He is also trained in Value Engineering in order to develop innovative and efficient solutions for complex structural issues.

I-75 from Dixie Hwy. to I-275 VE Study

VE Team Member: Benesch conducted a Value Engineering Study of the I-75 improvements project, located between Dixie Highway and I-275 in Frenchtown Township, in Monroe County on March 10th-14th. The work includes the reconstruction of I-75, median concrete barrier wall, drainage and safety improvements and the improvement of six structures within the project limits. The project budget is: \$64 million for the road work and \$16.8 million for the bridge work. The VE team speculated 113 ideas on various elements. These ideas were screened for feasibility and acceptance. Based on the screened ideas, ten proposals and 15 design suggestions were presented for consideration.

I-75 from Janes Road to I-675 and the Zilwaukee Bridge VE Study

VE Team Member: A Value Engineering (VE) Study, was held in Lansing, MI during the week of August 1 - 5, 2011 to review the proposed improvements to I-75 from just north of the NB I-75 to NB I-675 exit ramp northerly for 5.6 miles to just north of the I-675 NB Bridge. The improvements included in this VE consist of improvements to: the I-75 Mainline Freeway reconstruction and maintenance of traffic; Janes Road Bridge replacement; and the Zilwaukee Bridge abutment, pier, and expansion bearing repairs. The VE Team developed ideas that could potentially enhance the value of the project. The initial ideas were then evaluated and refined into 11 proposals, and 10 design suggestions. The proposals included supporting design and cost data.

I-196 from US-131 to Fuller Avenue VE Study

VE Team Member: This value engineering study was performed to evaluate the as-designed improvements proposed for this reconstruction project. The study yielded four proposals, 30 design suggestions and three observations with a potential cost savings of \$405,000. Mr. Darwish contributed his structural expertise throughout the entire workshop.

I-96 and I-696 in Oakland County VE Study

VE Team Member: Benesch performed a VE analysis of road and bridge work on I-96 and I-696, Novi to Halstead, in Oakland County. The projects include joint repair, overlay, safety improvements, ramp improvements and bridge reconstruction. The VE Study was done with design plans and costs at approximately 60% complete for the road work, and 10% complete for the bridge work. As a result of the VE Study, Benesch present seven design proposals and 12 design suggestions.

Education

PhD, Civil Engineering, University of Nevada

MS, Civil Engineering, University of Nevada

BS, Civil Engineering, Alexandria University

Years Experience

20

Registrations and Certifications

Professional Engineer: MI, MN

Structural Engineer: IL

SAVE VE Module I

I-196/Baldwin Interchange

Project Structural Engineer: This project involved 2.8 miles of reconstruction and major rehabilitation of I-196 in Grandville, MI. New ramps and profile improvements required 6,762 feet of precast cantilever retaining walls to minimize environmental impacts and eliminate the need for right-of-way. To meet an aggressive construction schedule, quick construction of the retaining walls was a critical factor. Benesch developed the Swiftwall system (patent pending), which involved an innovative precast retaining wall system that removed the fabrication of the walls from the critical path of the construction schedule. This new system not only emulated the behavior and exceeded the performance of the CIP retaining wall system, but minimized cost and provided a total precast system that could be constructed within the schedule. This overall project also entailed the widening of Baldwin Street; ramp design; and four replacement bridges crossing the CSX Railroad and Buck Creek Mr. Darwish managed the design of all structural components.

Wabash River Bridge

Design Engineer: The existing 2,900-foot crossing connects Illinois Route 15 with Indiana Route 64. The project includes a bridge type study; Hydraulic Report revisions; preparation of type; size and location drawings; pre-final and final bridge construction plans; erosion control and landscaping plans; special provisions; cost estimates; surveys; environmental coordination; and geotechnical investigations. Mr. Darwish provided seismic consultation, review and checks for the project.

I-70 over the Mississippi River

Project Structural Engineer: Phase II engineering services were required to complete the design of this new major river crossing. Benesch facilitated a bridge type study; prepared TS&Ls and final contract documents for the main bridge foundations and Illinois and Missouri approaches; and performed an independent review of the main span towers and bridge superstructure. Mr. Darwish performed the seismic analysis and designed the main bridge approaches.

Wacker Drive Reconstruction - Adams to Randolph

Project Structural Engineer: The project consists of removal and replacement of the Wacker Drive viaduct structure, intersection and traffic signal improvements, design of new ingress and egress between lower and upper Wacker Drive, construction staging, vehicular and pedestrian maintenance of traffic, and roadway lighting and streetscaping. Mr. Darwish was responsible for structural design of superstructure and substructures and structural quality control.

I-94 BL (Stadium Drive) over US-131

Lead Bridge Engineer: This project involves the redesign of the existing full partial cloverleaf interchange to a Single Point Urban Interchange (SPUI). The existing bridge is being replaced and widened to accommodate the new SPUI, as well as a new sidewalk and shared-use path. The new bridge is approximately 3 feet higher to meet underclearance criteria. The new two-span bridge utilizes 28-inch deep plate girders. In addition, 22-inch splayed girders, anchored to main girders, are used to carry ramp traffic. Substructure units consist of precast pier, precast full height abutment and precast return walls, all supported on HP piles. EPS blocks were used behind abutment walls to address a deep layer of organic material. The bridge is constructed part width and accommodate future US-131 improvements. Mr. Darwish managed the design of the bridge.

Professional Affiliations

American Concrete Institute

Reviewer, Structural Engineering Journal

American Society of Civil Engineers

Earthquake Engineering Research Institute

Publications

Darwish, I.; Saiidi, M.; and Sanders, D. "Seismic Retrofit of Hinged and Fixed Bridge Columns with Inadequate Bar Anchorage in Footings," American Concrete Institute, Structural Engineering Journal, Vol. 96, No. 6, 1999, pp.988-996.

Darwish, I.; Saiidi, M.; Norris, G.; and Maragakis, M. "Determination of In-Site Footing Stiffness Using Full Scale Dynamic Field Testing," Report No. CCEER-97-3, University of Nevada Reno, Civil Engineering Department, October 1997.

Mr. Schmanski brings over 35 years of experience in a wide range of projects in both the private and public sectors. He focuses on the area of hydraulics and hydrology (H&H), with an in depth understanding of regulations and permitting requirements for the various counties throughout the Chicago area. He has served as both project designer and permit reviewer over the years for several public agencies on many different projects, demonstrating the level of trust his clients place in his expertise in public infrastructure, especially in the stormwater arena.

Computer models that he has used for H&H studies include TR-20, TR-55, HEC-1, HEC-2, WSP2 and HEC-RAS programs; XP-SWMM by XP Software; Hydraflow by Intellisolve; PondPack, CulvertMaster and FlowMaster by Haested Methods; GeoPack Drainage and CivilStorm by Bentley Systems. Mr. Schmanski actively engages in education and research in environmental issues and computer technology to keep current in the latest approaches to the analysis of stormwater, floodplains/floodways, wetlands and Best Management Practices, including studies of their effectiveness in pollutant reduction and removal.

IH-39, STH 54 - North Jct. USH 10

VE Team Member: A Value Engineering (VE) Study was conducted by Benesch from June 4 - 7, 2012 that looked at the material developed in the Concept Phase. The VE Team was specifically asked to consider (1) the proposed project phasing, (2) alternatives to the proposed scope of work that would postpone the cost of reconstruction and capacity expansion and (3) interchange improvement concepts, all with the goal of increasing the value of the project. Among the alternatives to be considered were: if the existing pavement could continue to perform until 2030; extent of pavement repairs required to maintain serviceability; condition of existing bridges and available service life; extent of improvements required for bridges that do not have available service life; interim geometric improvements required at existing interchanges; and life cycle cost analysis of rehabilitation options. From the 160 ideas that passed the screening part of the Evaluation Phase, the VE Team developed nine proposals, including one validation and 14 design suggestions. The approved savings as result of these recommendations totalled over \$100 million.

Susquehanna River Bridge Reconstruction

VE Team Member: Benesch was selected by Amtrak to perform a Value Engineering (VE) study for the Susquehanna River Bridge Expansion Project. In the Speculation Phase, 133 ideas were suggested. In the Evaluation Phase, these ideas were screened for selection and resulted in 10 proposals and seven design suggestions, with one validation. The cost difference developed totalled an estimated \$130 million in potential cost savings.

Rollins Road at IL Route 83

Drainage Engineer: A preliminary engineering report was prepared for the improvements of a grade separation of Rollins Road and the CN Railroad. This includes the necessary modification to the intersection of Rollins Road and IL Route 83 and the potential realignment of Hainesville Road, as well as a half mile of mixed use path. The Location Drainage Study which Mr. Schmanski authored evaluated alternatives for the transfer of stormwater from one watershed to another, a necessity because the grade separation was occurring at a regional ridgeline. A new detention facility was included to offset the additional stormwater running ultimately to Round Lake Beach. Final design includes special drainage structures and over a mile of reconstructed drainage facilities along with the complete removal and replacement of Lake County and IDOT roadways as part of the new roadway underpass of the railroad bridge.

Education

BS, Civil Engineering - Environmental Emphasis, University of Illinois at Urbana-Champaign

Years of Experience

35

Registrations and Certifications

Professional Engineer: IL, IN, WI, MI, MN

Certified Professional in Erosion and Sediment Control

Lake County Enforcement Officer

SAVE VE Module I

SAVE VE Module II

Chicago Riverwalk, Phase I

Drainage Engineer: The Chicago Department of Transportation (CDOT) has plans for this riverfront project to enhance the cultural, environmental, economical and recreational aspects that the Chicago River has to offer. Benesch's specific scope of work for the Chicago Riverwalk included: cost estimates for the proposed improvements; Hydraulic Analysis report for the Main Branch of the Chicago River; data collection and analysis, Value Planning and concept design of the structural components of the Riverwalk; and preparation of the final structural plans, specifications and estimates in accordance with the approved concept design.

Damen, Elston, Fullerton Intersection

Drainage and Utilities Lead: This project began as a Value Planning/Phase I Study for an underpass under the intersection. Through a series of creative planning work sessions, it evolved into a reroute of one of the major legs of the 6-legged intersection. An improvement from Level of Service F, for the combined intersection, to Level of Service B, for each of the three new intersections, was achieved. The result is the reconstruction of 1.3 miles of roadway, including 2,900 LF of new watermain. Work tasks include alternative evaluation, environmental documentation, roadway design, three intersection design studies, storm sewer design, utility relocation and traffic signal design. Mr. Schmanski led the drainage and utility design on this project.

Fairchild Street/Bowman Avenue Phase I

Stormwater Engineering Manager: The Fairchild Street Phase I Study includes an evaluation of alternatives to replace a 90 year old tunnel under two active railroads. Due to the challenges with phasing and constructability, a series of tunnel and bridge alternatives were considered to cost effectively replace the facility.

Over 200 acres drain through the 3000' +/- linear project, which slopes at 1% towards it's discharge at Stoney Creek. Detailed analysis of flows through existing 24" and 54" storm sewers was needed to study the impacts of the project, which would cut off most of the overland flow since a bridge is replacing the tunnel. The potential for overland flows entering buildings located immediately behind the Fairchild ROW line is very real with the overland flowpath reduced from 60 feet in width to 10 feet. The railroad tracks that were crossed with the tunnel (and proposed to be crossed by a bridge) became a dam to overland flows, exacerbating the potential for flooding.

Mr. Schmanski authored the Phase 1 Location Drainage Study, directing the technical analyses to select the most cost-effective alternative. We recommended a combination of overland flows and storm sewer removal and replacement, with an oversized 72" sewer with special structures to convey overland flows that will be restricted by the new bridge and completely blocked by the railroad tracks. Phase 2 Final Design is also conducted under his auspices.

IL 89 over the Illinois River

Drainage Engineer: This project consists of the removal and replacement of the existing 19-span, 1,775-foot IL 89 bridge over the Illinois River. Originally built in 1934, the existing bridge is a bent steel truss structure. The proposed bridge includes increased width, bicycle/pedestrian accommodations and street lighting along the parapet. Other elements of the project include traffic control, review of crash data and coordination with the Army Corps of Engineers to design the structure to prevent future pavement flooding. Mr. Schmanski coordinated with both the U.S. Army Corps of Engineers and the Illinois Department of Natural Resources. He also provided guidance and oversight of all staff work for the Hydraulic Report and the Location Drainage Study.

Professional Affiliations

American Society of Civil Engineers

American Consulting Engineers
Council of Illinois

Illinois Association for Floodplain &
Stormwater Management

Association of State Flood Plain
Managers

Ms. Hall has worked with several municipalities in the area of pump stations and lift station evaluation, sizing, design and construction. The following is a list of representative pump station and lift station projects:

ISTHA Jane Addams Tollway (I-90)

NSMJAWA Project Engineer: Benesch, as part of a joint venture (BV3), is currently providing Phase II engineering services and serving as overall Corridor Design Manager, for this reconstruction and add lane project for the Illinois Tollway. The DSE section includes the reconstruction of 13 bridges (mainline and crossroad); widening of four lanes in each direction with the potential for express bus service; new and modified drainage systems; roadway lighting; noise walls; traffic barrier protection; pavement marking; landscaping; utility relocation; construction staging; maintenance of traffic plans; and more. Ms. Hall led the design team for 6.5 miles of relocation of the NSMJAWA watermain.

Rollins Road Gateway Improvements

Project Engineer: Benesch completed a Phase I transportation project evaluating numerous alternatives to reduce congestion and improve safety. The preferred alternative was a grade separation of Rollins Road and the rail line, which requires depressing the roadway below the existing rail. This obviously created a major drainage challenge, possibly requiring a pump station to maintain the new underpass in a dewatered condition. Benesch prepared a hydraulic model of the entire area and studied several drainage alternatives. Through a series of adjustments and evaluations, the team was able to eliminate the need for a pump station. This project includes 4.56 acre-feet of new storage and more than 8,700 feet of proposed storm sewer in a newly designed drainage system to accommodate the improved roadway design. Ms. Hall is assisting with hydraulics for this project.

Red Gate Road and Bridge

Watermain Designer: Benesch completed Phase II and III services for this project. The advance contract included mass grading, detention ponds and a pedestrian bridge. The main contract included one mile of roadway, new river-crossing highway and pedestrian bridge, two new signals, 4,300 LF of new sewer, ranging in size from 12" to 36" diameter, and 4,400 LF of new watermain, including a river crossing installation. Ms. Hall completed the watermain design.

Village of Lombard Hydraulic Modeling (2002 & 2013)

Project Engineer: Ms. Hall served as Project Engineer for the Water System Analysis project for the Village of Lombard, Illinois in both 2002 and 2013. This included the development of a hydraulic model in the WaterCAD program. The 2013 project included update of the Village's water atlas assembly and calibration of the model, hydraulic analysis of the distribution system, and recommendations for system improvements.

Lift Station and Pump Station Master Plan: Lombard, IL

Project Engineer: Ms. Hall assisted on the lift station and pump station master plan evaluation project for the Village of Lombard, Illinois. This project involved examining 16 lift stations and pump stations to determine condition and outline recommendations for repair. This included complete electrical, mechanical, and structural inspection of all stations, recommendations for standardization, estimates of useful life, and cost estimates for renovations. Ms. Hall completed the hydraulic basin analyses for the sanitary lift stations, compilation of data, and various miscellaneous tasks.

Education

B.S., Civil Engineering, Purdue University; M.S., Environmental Engineering, Illinois Institute of Technology

Years of Experience

15

Registrations and Certifications

Professional Engineer: IL

Professional Affiliations

American Society of Civil Engineers

American Water Works Association

Lift Station and Pump Station Design: Lombard, IL

Project Engineer: Ms. Hall served as Project Engineer for the design of the replacement of three lift stations and one stormwater pump station for the Village of Lombard, Illinois. The most major of the stations was the Yorktown station, which consisted of a triplex, pump station with capacities of 300 gpm per pump. The existing stations were wet well/dry well type installations, and were replaced with submersible pump installations. The electrical was replaced in its entirety and the controls were relocated from the existing station. Bypass pumping was required to install the new station. This project also included new force main to be bored and jacked under an existing railroad, new sanitary sewer lines and miscellaneous civil site work.

Yale and Ridge Lift Station: Villa Park, IL

Project Engineer: Ms. Hall served as Project Engineer for the design of the replacement Yale and Ridge lift station for the Village of Villa Park, Illinois. This consists of a triplex, pump station with capacities of 300 gpm per pump. The existing station is as a wet well/dry well type installation, and will be replaced with a submersible pump installation. The electrical was replaced in its entirety and the controls were relocated from the existing station. Bypass pumping was required to install the new station. This project also included the replacement of 150 feet of force main.

South Villa Lift Station: Villa Park, IL

Project Engineer: Ms. Hall served as Project Engineer for the design of the South Villa Lift Station for the Village of Villa Park. She completed analyses of the watershed area to determine the size and capacity of the new station. She selected equipment, completed field surveys, and prepared engineering plans for the project. The existing station was a wet well/dry well pumping station. The new design features a triplex submersible pumping station with three 800-gpm pumps. Due to unavailability of property, the station was required to be replaced in its existing location. Bypass pumping was necessary to allow for construction of the station. This was successfully completed with no complications.

Rehabilitation Pump Station No. 14: Illinois Department of Transportation

Project Engineer: Ms. Hall served as the Project Engineer for the Rehabilitation Pump Station No. 14 for the Illinois Department of Transportation. The project included replacement of the existing pumps, piping replacement, superstructure replacement, electrical and controls replacement, and miscellaneous civil/site work.

Phase II Lake Street

Project Manager: Ms. Hall served as the Project Manager for the design of the Phase II Lake Street (US Route 20) from JF Kennedy Drive to Illinois Route 53 watermain replacement for the Village of Addison, Illinois. The watermain was almost one mile in length with 30 services on both sides of the 4-lane road. The original watermain was 8 inches in diameter, and the project design specified that the replacement watermain was to be 12 inches in diameter. This project plan included extensive coordination with IDOT since the watermain replacement was to be included in IDOT's Lake Street Reconstruction Plans. It also included IEPA permitting, soil testing and extensive restoration. Since Lake Street is such a heavily traveled road, IDOT did not want the services installed in an open-cut manner. Over 30 services were designed for replacement with directional boring.

Geoffrey Thiesse, PE

Electrical/ITS Engineer

A key member of Benesch's Electrical Engineering team, Mr. Thiesse brings extensive lighting and traffic signal design experience to the team. From traffic signals on complex urban intersections to aesthetic bridge lighting, Mr. Thiesse brings his knowledge state-of-the-industry electrical engineering techniques to projects. He works with his team and the client from preliminary design to final design to ensure successful project completion and client satisfaction.

Jane Addams Tollway - I-90 Corridor Design

Electrical/ ITS Engineer: Benesch, as part of a joint venture (BV3), is currently providing Phase II engineering services and serving as overall Corridor Design Manager, for this reconstruction and add lane project for the Illinois Tollway. The DSE section includes the reconstruction of 13 bridges (mainline and crossroad); widening of four lanes in each direction with the potential for express bus service; new and modified drainage systems; roadway lighting; noise walls; traffic barrier protection; pavement marking; landscaping; utility relocation; construction staging; maintenance of traffic plans; and more. Mr. Thiesse is leading the design of continuous freeway lighting for nearly 6.9 miles. The design includes four interchanges which are completely lit and five underpasses. Electrical design includes ITS elements on I-90.

Damen, Elston, Fullerton Intersection

Electrical Engineer: This federal-aid project encompassed the reconstruction of 1.3 miles of roadway. Work tasks include alternatives evaluation, environmental documentation, roadway design, three intersection design studies, storm sewer design, utility relocation and traffic signal design. Mr. Thiesse designed continuous lighting for the arterial streets of Damen Avenue, Fullerton Avenue, and the rerouted Elston Avenue.

Rollins Road at IL Route 83

Electrical Engineer: Benesch completed Phase II design of this project. A preliminary engineering report was prepared for the improvements of a grade separation of Rollins Road and the CN Railroad and the Rollins Road corridor. This included the necessary modification to the intersection of Rollins Road and IL Route 83 and the realignment of Hainesville Road. Design plans included 1.5 miles of roadway, 1/2 mile of shared use path, 8,700 linear feet of storm sewer and a new rail grade separation structure and retaining walls. The project featured a complex MOT staging plan with temporary rail crossings and structures to maintain full capacity of the intersection throughout construction. Mr. Thiesse designed continuous arterial lighting including underpass lighting for Lake County on Rollins Road between Hainesville Road and Rollins Plaza. The design also required intersection lighting with transition lighting for IL-83.

I-74 over the Mississippi River

Electrical Engineer: This complex project was born out of the need for increased capacity and structural improvements along a seven mile stretch of I-74 in the Quad Cities. Due to the size and complexity of this project the IADOT presented the project with two identifying roles. The first role included the final design for the Central Section including development of concepts identified in the environmental phase of the design prior to final design, design assistance during construction and construction engineering; the second role was to provide corridor-wide coordination and project development services. Mr. Thiesse prepared plans for 7.2 miles of continuous freeway lighting. The project included seven interchanges and five underpasses. The project also included replacing impacted lighting on adjacent roadways.

Education

BS, Electrical Engineering, Northern Illinois University

Years Experience

12

Registrations and Certifications

Professional Engineer: IL, IA, MA

SAVE VE Module I

I-74 and I-155 Interchange - Phase II

Electrical Engineer: Phase II engineering services were provided for the complete reconstruction of I-74 from the Mueller Road overpass through the Morton Avenue interchange; and for the reconstruction of I-155 from Birchwood Street interchange to the intersection with I-74 and I-74/I-155 interchange. Several key features include bridge replacement/removal, interchange reconfiguration and roadway widening. Mr. Thiesse prepared plans for approximately three miles of continuous freeway lighting with two complete interchanges at I-74/I-155 and I-74/ Morton Avenue. Due to the dramatic changes in grade, temporary lighting had to be carefully analyzed to ensure that I-74 would be lit during the project construction.

I-88 & Naperville Road Interchange

Electrical Engineer: This complex interchange reconfiguration required the preparation of contract plans, with the following components: a Design Concept Report; localized drainage design; traffic queue analysis; fiber optic lane control signals; maintenance of traffic and utility relocation. This project also included the design of unique t-walls and soldier pile retaining walls. Mr. Thiesse designed electrical elements for the plaza and local lighting system including lighting for two interchange ramps.

130th & Torrence Avenue Phases I & II

Electrical Engineer: Preliminary and final plans were prepared for the realignment and grade separation of 130th Street and Torrence Avenue below Norfolk Southern Railroad. This complex intersection includes three major roadways, six new bridges and a new drainage system complete with detention chamber, pump station and settling basin. Mr. Thiesse designed continuous lighting and underpass lighting for the urban arterials of 130th Street and Torrence Avenue. With the grade separation limiting the right of way, specialty details were needed to complete the lighting design and maintain a constant mounting height on the varying retaining walls.

Red Gate Road Bridge

Electrical Engineer: Benesch provided preliminary engineering and design services for the 0.6 mile extension of Red Gate Road, a two-lane roadway, from its current eastern terminus at IL 31 across the Fox River connecting to IL 25. The new, 1,140-foot-long, eight-span Red Gate Road Bridge consists of a concrete deck supported on five steel girders with curves at both ends. Seven piers support the superstructure and a signature, cable-stayed pedestrian bridge beneath the roadway, separating bicyclists and pedestrians from vehicular traffic and improving access to various forest preserves, park facilities and regional trails in the area. Mr. Thiesse provided intersection lighting design with transition lighting at Red Gate Road and IL-31.

Bridge Street Bridge

Electrical Engineer: Bridge Street over the North Shore Channel in Evanston, Illinois, consists of a three span bridge carrying one lane of traffic in each direction. The structure has a total length of 172'-0" (back to back abutments), a roadway width of 28'-0" (face to face of raised sidewalks), a sidewalk width of 5'-0" on each side, a total deck width of 40'-0", and a total deck area of approximately 6,880 sq. ft. Benesch performed Phase I, II and III engineering services of this project. Mr. Thiesse designed induction roadway lighting from McCormick Boulevard to Brown Avenue. This project also included navigational lighting across the North Shore Channel.

Professional Affiliations

Illuminating Engineering Society of North America

The Electric Association

Associate Member of the Roadway Lighting Committee

Associate Member of Standards and Practices Sub-Committee

Member of Intersection Lighting Sub-Committee

Mr. Rymsza brings over three decades of experience in structural engineering to Benesch. As Senior Project Manager and Director of Railroad Structures, Mr. Rymsza specializes in the design of railroad bridges, foundations and retaining walls, as well as soil mechanics and structural rating of railroad bridges.

Susquehanna River Bridge Reconstruction

VE Team Member: Benesch was selected by Amtrak to perform a Value Engineering (VE) study for the Susquehanna River Bridge Expansion Project. In the Speculation Phase, 133 ideas were suggested. In the Evaluation Phase, these ideas were screened for selection and resulted in 10 proposals and seven design suggestions, with one validation. The cost difference developed totalled an estimated \$130 million in potential cost savings.

Norfolk Southern Railway Bridge PC-0.97 Superstructure Replacement

Project Manager: Benesch provided design engineering services for the replacement of a three-span, four-track ballasted-deck bridge carrying two separate lines of Norfolk Southern tracks near downtown Pittsburgh, PA. The new bridge consists of a ballasted steel deck, through plate girder (TPG) system with two new CIP concrete piers founded on micro-piles. The arrangement of the two rail lines and utilization of phased construction details allowed for replacement of the existing 5-girder, 4-bay bridge without taking either line completely out of service. The new 6-girder, 5-bay superstructure features common girders with a staggered floorbeam arrangement to keep adjacent tracks' floor systems independent in case of future maintenance needs. Mr. Rymsza served as Project Manager for the design and coordinated utility relocations between various entities within the project limits.

Norfolk Southern Railway Bridge HK-35.00 Over River Raisin

Project Manager: Benesch provided Phase I/II Engineering services for the replacement of this existing 110+ year-old, 3-span, ballasted-deck, through Baltimore truss bridge. The new span configuration for the 460-foot crossing resulted in a 4-span, through plate girder bridge on the existing alignment. The new bridge is supported on three new, solid-wall, concrete piers founded on micro-piles. The piers' design allowed them to be built in the river under the existing trusses with rail traffic overhead. The existing abutments were re-used and modified for the new bridge. Mr. Rymsza led the design as Project Manager.

Union Pacific Railroad Bridge 57.87 Replacement - North Fork Subdivision

Project Manager: The Benesch Team led this project to replace an existing three-span through truss bridge with a new 10-span ballasted deck bridge on an offset alignment. The new structure consisted of four prestressed concrete box beam spans and six second hand rolled beam spans. The second hand spans were originally used as an open deck bridge, thus they had to be modified with a ballasted deck. New substructure was designed consisting of drilled shaft piers, driven pile bents and abutments. Mr. Rymsza is leading the design as project manager.

Prior to joining Benesch, Mr. Rymsza's experience included the following:

CREATE WA4 BNSF Horseshoe - Phase I

Project Manager: This project entailed the evaluation of nine bridges for the proposed Panhandle Line connection track between the BNSF Chicago Subdivision and the Chillicothe Subdivision, including the ballast trough spans and lift span over the Sanitary & Ship Canal. The evaluation including inspection, rating, recommendation and cost of repair/strengthening of bridges.

Education

MS, Warsaw Polytechnic, Poland

BS, Warsaw Polytechnic, Poland

Years of Experience

32

Registrations and Certifications

Professional Engineer: IL

SAVE VE Module I

E-Railsafe Certification:

BNSF Railway

UPRR

Canadian National Railway

Canadian Pacific Railway

Norfolk Southern Railroad Bridge YG-81.99 over Big Beaver River, Wampum, PA

Project Manager: This project included the replacement of the superstructure and restoration of substructure for Norfolk Southern Railway Bridge YG-81.99, which crosses the Beaver River, two CSX Railroad tracks, and a local road. The existing 670-foot, seven span, double-track bridge consisted of open deck trusses, deck girders, and a through-plate girder span and was replaced with single-track ballasted deck girders and a through-plate girder span. The existing substructures were re-used and modified for current centrifugal and longitudinal design forces. For the longer river spans, this was accomplished by the construction of pairs of large-diameter drilled shafts adjacent to select masonry piers. A horizontal truss was conceived to connect the superstructures to these shafts in order to transfer horizontal loads, leaving the existing piers to resist vertical loads only. The new alignment was designed to increase the track speed from 10 mph to 25 mph on nine degree reverse curves on the bridge and approaches. The vertical profile was also designed to improve clearances over the existing roadway and CSX Railroad tracks while minimizing the track raise on the river spans.

Professional Affiliations

American Railway Engineering
Maintenance-of-Way Association
(AREMA), Committee 8: Concrete
Structures (Vice Chairman)

Metra Rock Island District Bridges from 18th Street to 60th Street, Chicago, IL

Project Manager: Responsible for the design of bridge replacements, 19,000 linear feet of various types of new retaining wall and new track alignment between 18th and 60th Streets on Metra's Rock Island District. The project consisted of 24 new double track bridges, through-plate girder spans of higher capacity than the existing bridges. The new replacement spans improved roadway vertical clearance to meet the Chicago minimum requirements. The design also allowed the work to proceed without track shutdowns along with improving the railroad's profile and alignment.

UP Railroad Bridge 73-9 over Charter Oak Road, Peoria, IL

Project Manager: Responsible for the design of the new double track, two-span, 160-foot-long deck girder bridge over Charter Oak Road supported on two abutments and a center pier. A temporary trestle was required to construct the new bridge for the City of Peoria as a public project.

Norfolk Southern Bridge UW-3.27 over the Chicago Sanitary & Ship Canal, Chicago, IL

Project Manager: Responsible for the rehabilitation design of the historic 100-year-old, double track, steel truss rolling lift-bridge over the Chicago Sanitary and Ship Canal. Two 120-foot-long deck truss approach spans were replaced with the new 120-foot-long plate girder spans. Deteriorated structural steel members of the main span were removed and replaced while freight train traffic was allowed on the adjacent track and without disrupting canal barge traffic.

CC&P Railroad Bridge Over I-88 and Proposed I-290 Advance Ramp

Project Manager: for the design of a two span thru plate girder bridge with steel deck and concrete piers, retaining walls and abutment; new structure was constructed on a 47 degree skew, colinear with, and immediately following, the existing CC&P bridge (Bridge W17-6) over I-88. This work was completed on an expedited schedule. The new structure accommodates a new advance ramp to I-290 underneath.

Norfolk Southern Railway Bridge MI-130.35 over the Shenango River

Project Manager: This project entailed the design to replace a steel, two-span through truss bridge built in 1895. Both spans were lattice trusses, 135 feet and 120 feet long, respectively. The new superstructure consists of a three-span through plate girder. The existing pier, which was experiencing settlement and tilting, was replaced by two piers founded on a deep foundation (drilled shaft and micro-piles combination). The construction procedure allows for one 24-hour outage.

Mr. Conrath is a seasoned rail engineer with over 30 years of experience. He began his career as an assistant roadmaster with the Missouri Pacific Railroad. Since that time, he has worked as a consulting engineer leading many of Benesch's civil railroad projects. He has a broad range of railroad design experience, having worked on projects for Class I railroads, passenger line developers, as well as transit and state agencies.

Susquehanna River Bridge Reconstruction

VE Team Member: Benesch was selected by Amtrak to perform a Value Engineering (VE) study for the Susquehanna River Bridge Expansion Project. In the Speculation Phase, 133 ideas were suggested. In the Evaluation Phase, these ideas were screened for selection and resulted in 10 proposals and seven design suggestions, with one validation. The cost difference developed totalled an estimated \$130 million in potential cost savings.

Rollins Road Corridor Phase I and II

Railroad Coordination and Design: Benesch's scope of work included the preparation of preliminary engineering and environmental reports for the improvement of a grade separation of Rollins Road and the CN Railroad. This included the necessary modifications to the intersection of Rollins Road/IL Route 83 and the realignment of Hainesville Road. The project utilized Value Planning techniques to evaluate a range of potential alternatives to provide a grade separation at the CN crossing. These alternatives were ranked and prioritized, with the recommended alternative presented to stakeholders for feedback. The project implemented CSS techniques to assure the final selection of a preferred alternate not only met the transportation needs of the project but also the needs of the community and surrounding environment. This project is very well supported by the local community, including the Area Business Task Force, and is currently in Phase II design. Mr. Conrath led the track design and rail coordination for this project.

CREATE-Englewood Flyover

Project Civil Engineer: Phase I engineering services were provided for the development of a proposed triple-tracked structure to carry Metra operations over six tracks of NS, CN, and the proposed Midwest High Speed Rail Line. This project is on the south side of Chicago near the intersection of 63rd and State Streets in the Englewood neighborhood. It involved noise and vibration studies, air quality analysis, socioeconomic, and Environmental Justice assessments, and cultural resource reviews. An Environmental Class of Action Determination (ECAD) Document, and a Project Report was prepared for the project. Preliminary design was taken to 30%.

Stearns Road, Stage 3 - Ultimate Build-Out

Railroad Coordination and Design: As the final phase of the Stearns Road Corridor project, Benesch completed the final design project for the east end. This project included a new rail bridge over IL 25, and final widening and reconstruction of Stearns Road to build the project to its ultimate configuration. Mr. Conrath led the coordination with the UP for the bridge selection, track design and rail staging.

North Central Service Expansion Preliminary Engineering

Project Manager: Benesch provided preliminary engineering to facilitate Metra's plan to significantly increase the commuter service on their North Central Line. Mr. Conrath directed the project team in preparation of 30% complete plans and project estimates.

Education

MS, Civil Engineering, University of Illinois

BS, Civil Engineering, University of Illinois

Years Experience

30

Registrations and Certifications

Professional Engineer: IL, CT

Geopak Road I

NCEES (National Council of Examiners for Engineering and Surveying)

North Central Service Expansion Final Engineering

Project Manager: Benesch led a team that provided final engineering and design services for the North Central Service expansion including civil, structural, station electrical and signal improvements for 26 miles in the corridor. Our scope included the design of rehabilitation for seven bridges, the addition of 26 miles of sidings and main tracks, architectural design of passenger shelters at new and existing stations, construction of platform extensions, parking lot design, upgrades of electrical and signal systems, grade crossings and preparation of permit applications.

Professional Affiliations

American Society of Civil Engineers

American Railway Engineering and Maintenance of Way Association

Metra - Union Pacific North Line Bridges

Project Engineer: This project includes preparation of contract documents for the reconstruction of 16 railroad bridges. Single clear spans will replace existing multi-span through girder bridges. The new superstructure design consists of steel welded through plate girders. The floor system consists of transverse floor beams supporting a steel plate ballast deck.

Rockford-O'Hare High Speed Rail Link and Intermodal

Project Manager: This study involved the Regional Intra-Modal Transportation Center and High Speed Rail Link Study for the Greater Rockford Airport Authority, Rockford, Illinois. This study involved a feasibility study of the potential for a high speed rail link between O'Hare International Airport and Rockford Airport including an analysis of the high speed rail technologies - high speed, very high speed and super speed.

CN over I-190

Project Manager: Metra's expansion of the North Central Commuter Service required a third track across I-190 and reconfiguration of Junction 19, a significant rail traffic control point located at the I-190 overpass. The scope included development of bridge design concepts, and preparation of contract documents for track, bridge and 3,000 linear feet of water transmission pipelines. Mr. Conrath oversaw all civil aspects of the project. He was also heavily involved in the utility coordination effort.

CN - EJ&E Integration, New Connections at Gary, IN and Matteson, IL

Project Manager: Services were provided for the design of two new connections as a part of the CN acquisition of the EJ&E. A key step in the integration of the railroads' operations involves construction of track connections between CN and EJ&E at Matteson, IL and between the EJ&E (CN) Kirk Yard and the NS Chicago Line in Gary, IN. Both locations are critical to the ability of CN to improve its operations to and through Chicago, as well as its connections with the other area railroads. The project scope of work included design of grading; drainage; erosion control; maintenance of traffic; street reconstruction; track work and project staging. In addition, all environmental permits were secured including 401/404 permits from the USACOE and the Illinois EPA.

Global II Intermodal Facility, Phase I

Project Manager: This project addressed the C&NW's need to increase their capacity to handle double-stack container traffic. Benesch performed the detailed design and prepared the contract documents for grading, paving, storm sewers and detention facilities, drainage systems, site lighting, utility relocation, site restoration and fencing. Mr. Conrath was responsible for civil and track design as well as project administration.

Mr. Desh coordinates subsurface exploration work and is responsible for soils evaluations and engineering studies related to structure foundations, embankments, and flexible and rigid pavements. He specializes in geotechnical engineering projects involving soils mechanics and foundations. Mr. Desh's duties also include personnel coordination, laboratory analyses direction, data analysis, and report preparation.

City of Lincoln - Coddington and West Van Dorn Safety Project

Geotechnical Engineer: Coordinated the geotechnical investigation and laboratory testing, performed geotechnical analyses, and prepared geotechnical report for the safety project at intersection of Coddington and West Van Dorn Streets in southwest Lincoln.

City of Lincoln - Old Cheney Road Widening, 72nd Street to 82nd Street

Geotechnical Engineer: Coordinated the geotechnical investigation and laboratory testing, performed geotechnical analyses, and prepared geotechnical report for the widening of Adams Street from 72nd Street to 82nd Street in southeast Lincoln.

City of Lincoln - Adams Street Widening, 70th Street to 84th Street

Geotechnical Engineer: Coordinated the geotechnical investigation and laboratory testing, performed geotechnical analyses, and prepared geotechnical report for the widening of Adams Street from 70th Street to 84th Street in northeast Lincoln.

Blair South, Highway 133 Widening

Geotechnical Engineer: Coordinated the geotechnical investigation and laboratory test, performed geotechnical analyses, and prepare geotechnical report for 13 mile, Nebraska Highway 133 widening from 2-lane to 4-lane divided highway south of Blair, Nebraska. Geotechnical elements include investigation and recommendations addressing culvert and embankment settlement and stability analysis.

City of Omaha - 168th Street Widening, Q Street to Oak Street

Geotechnical Engineer: Coordinated the geotechnical investigation and laboratory testing, performed geotechnical analyses and report for roadway widening of 168th Street from Q Street to Oak Street including widening of Lake Zorinsky bridge.

Mainline Siding Project in Wilmington, IL

Geotechnical Project Engineer: Responsible for the field investigation, laboratory testing program, analyses, and geotechnical engineering report associated with this Union Pacific Railroad project. The project involved a 2.3 mile long siding for US Cold Storage Facility near Wilmington, Illinois. Design issues addressed included track and culvert subgrade stabilization, drainage, and cut/fill slope recommendations for project design.

Partial Bridge Foundation Replacement

Geotechnical Project Engineer: Responsible for the field investigation, laboratory testing program, analyses, and geotechnical engineering report associated with this Union Pacific Railroad bridge replacement project in Blackwater, Missouri. The project included providing deep foundation recommendation for replacing the east abutment and assessing the east pier for foundation capacity for new longer span structure.

City of Omaha - Blondo Street Widening, 156th Street to Eldorado Drive

Geotechnical Engineer: Coordinated the geotechnical investigation and laboratory testing, performed geotechnical analyses, and prepared geotechnical report for the widening of Blondo from 156th to Eldorado Drive in west Omaha.

Education

M.S. in Engineering and Technology Management, Colorado School of Mines, 2003

B.S. in Engineering - Civil Specialty, Colorado School of Mines, 2002

Years of Experience: 11

Registrations and Certifications

Professional Engineer: Nebraska (E-12416), Iowa (19195), Kansas (20293)

Nuclear Gauge Safety Training Certification, Troxler Electronic Laboratories, Inc.

City of Waverly - Amberly Road Pavement Rehabilitation, 134th Street to 143rd Street

Geotechnical Engineer: Coordinated the geotechnical investigation and laboratory testing, performed geotechnical analyses, and prepared geotechnical report for the rehabilitation of Amberly Road from 134th Street to 143rd Street in Waverly.

City of Waverly - Dover Street Pavement Rehabilitation, 128th Street to 134th Street

Geotechnical Engineer: Coordinated the geotechnical investigation and laboratory testing, performed geotechnical analyses, and prepared geotechnical report for the rehabilitation of Dover Street from 128th Street to 134th Street in Waverly.

Project 15 Storm Sewer Extension

Geotechnical Project Engineer: Provided the field investigation, laboratory testing program, analyses, and geotechnical engineering report for the City of Manhattan, Kansas. Work involved constructing approximately 1,800 feet of 36-inch to 66-inch storm sewer from 4th and Colorado Street south to approximately 4th and Pottawatomie Avenue in Manhattan, Kansas.

Northeast Salt Creek Sewer Extension

Geotechnical Project Engineer for the field investigation, laboratory testing program, analyses, and geotechnical engineering report associated with the project. The project involved approximately 5,000 feet of 36-inch sewer along the west side of North 56th Street from Salt Creek to just north of Interstate 80 in Lincoln, Nebraska. The sewer installation included horizontal boring technology to cross Interstate 80.

Project Manager, Project Engineer for multiple geotechnical projects for public and private entities throughout the Midwest. Services include subsurface investigations; geotechnical engineering reports and recommendations; foundation design for spread foundations, pile foundations, and flexible and rigid pavements; construction observation; and materials testing. Structures include educational facilities (Norris Middle School, Norris High School Reconstruction, Waverly Middle School, York Middle School, Lincoln Southeast Additions and Renovation, Lincoln East High School Addition and Renovations); health care facilities (county community hospitals, large metro-area hospitals); shopping centers; industrial facilities; commercial facilities; pharmaceutical facilities; parking structures (associated with government facilities, hospitals, educational facilities, hotels/convention centers, shopping centers, other downtown/shopping areas); large concrete grain storage elevators; water storage reservoirs; and piling design for bridges.

Other Relevant Experience

- Engineer responsible for geotechnical recommendations for spread footings and deep foundation systems for bridges, buildings, grain storage facilities, railroad embankments, airports, road construction, and ground storage and elevated water tanks.
- Engineer responsible for coordinating materials testing personnel, directing laboratory analyses of soils, analyzes data, preparing construction observation and testing reports.
- Field Technician responsible for inspecting earthwork, performing soil tests, and writing daily field reports for various geotechnical engineering projects.

Mr. Gross is a construction engineer with a unique combination of experience on local, county and municipal projects. A highly successful leader at Benesch, he is known for his ability to easily recognize and satisfy the needs of local communities. Mr. Gross' knowledge is consistently relied upon during the design process to ensure every aspect of the project has been considered. He frequently completes constructability reviews for Benesch's designers, providing valuable insight into design issues and assisting with the development of cost saving ideas. In addition, Mr. Gross brings expert documentation and paperwork management skills to our team; his reporting experience consists of countless federally funded projects, including those with ARRA requirements.

Wacker Drive/Congress Interchange

Resident Engineer: Benesch is performing Phase III construction engineering services including: demolition of existing interchange roadways and tunnels; existing foundation rehabilitation; deck replacement, beam replacement; widening of fixed spans; new tunnels and ventilation; street reconstruction, widening and resurfacing; interchange gateway landscaping (berming and grading); new interchange lighting; and existing traffic signal modifications. Mr. Gross served as the Resident Engineer for the project, acting as the primary liaison between the city and the contractor. This project is utilizing state and federal funds.

Jane Addams Memorial Tollway (I-90) CM, Mt. Prospect Road to Lee Street

Group Manager: Benesch performed Phase III services on this \$26 million project located on I-90, the Jane Addams Tollway, between Mt. Prospect Road and Lee Street. This project was an advanced contract in preparation for the mainline widening and reconstruction of the I-90 corridor. It includes the construction of retaining walls, storm sewers, sign foundations and erosion control. Benesch staff was responsible for providing quality assurance of the contractor's quality control program along with managing all of the contract documentation utilizing the Tollway's web-based project management software. Benesch is currently providing Phase II design services for another portion of the corridor, as well as serving as Corridor Manager for the entire project. Mr. Gross serves as Group Manager for this project, providing oversight to the Resident Engineer and team.

Rollins Road at IL 83 CM

Group Manager: Benesch is currently providing construction engineering services for this project. This project entails a grade separation of Rollins Road and the CN Railroad and the Rollins Road corridor. This includes the necessary modification to the intersection of Rollins Road and IL Route 83 and the realignment of Hainesville Road. Plans include 1.5 miles of roadway, 1/2 mile of shared use path, 8,700 linear feet of storm sewer and a new rail grade separation structure and retaining walls. The project features a complex MOT staging plan with temporary rail crossings and structures to maintain full capacity of the intersection throughout construction. Mr. Gross is responsible for oversight of the entire project.

Chicago Riverwalk CM - Phase I

Project Manager: This project creates a continuous pedestrian path along the south bank of the main branch of the Chicago River from State Street to LaSalle Street in downtown Chicago. Construction includes the demolition and removal of existing surfaces, new wide plazas and ADA-compliant sidewalks, underbridge canopy structures and stairs to connect the Riverwalk to Upper Wacker Drive. Benesch was a subconsultant during the Phase II planning and design of this project and is serving as Construction Manager for Phase III construction of the entire project. Mr. Gross is managing the Benesch CM Team, ensuring

Education

BS, Construction Management, Purdue University

Years Experience

30

Registrations and Certifications

Professional Engineer - WI

Work Zone Traffic Control for Construction Engineers

VEP Online Module I

all aspects of the project are managed properly and in a timely manner. He coordinates with the contractor, CDOT, Chicago's Alderman's office, as well as nearby businesses and residents.

Professional Affiliations
American Society of Civil Engineers

130th & Torrence Avenue - Construction Management

Resident Project Manager: This expansive project includes utility relocation; water main reconstruction; preliminary traffic staging; construction of the South Shore bridge truss over Torrence Avenue; and two new railroad bridges. The work consists of construction of temporary pavement and bridge; sheet piling and retaining wall installation; new access bridge over 130th Street; and pavement reconstruction. Mr. Gross is responsible for Benesch staff and running the operations of the entire project.

IL 59 - Construction Engineering

Quality Manager: Construction inspection services are being provided for the reconstruction and widening of more than three miles of IL 59. This project includes the construction of additional traffic lanes, a new cast in place concrete box culvert and traffic signal modernization. Mr. Gross served as Quality Manager for this project.

Central Tri-state Tollway Widening & Reconstruction CM

Assistant Resident Engineer: This massive project widened two miles of I-294 and reconstructed the I-294/I-88/I-290 interchange. Reconstruction efforts included the widening of north and southbound lanes; construction of a C-D roadway bridge; and the reconstruction of 12 ramps and 5 new structures. Benesch performed construction observation, material testing, inspection and survey verification during this project. Mr. Gross monitored traffic control and was responsible for the civil portions of construction.

126th & Torrence Campus Improvements Construction Management

Resident Project Manager: The construction included heavy duty pavement; new storm and sanitary sewer and water main; lighting; traffic signals; railroad viaduct removal; removal and replacement of a bridge over Indian Creek; earthwork; landscaping; utility coordination; a pedestrian / bicycle path; and a noise and vibration barrier wall. Mr. Gross was responsible for the oversight of Benesch staff and the operations of the entire project.

Mid-South Tri-State Reconstruction

Quality Manager: The mid-south tri-state section between 95th Street and 111th Street includes five bridges and a large box culvert. All bridge superstructures are being completely replaced and widened to four lanes. Benesch is responsible for monitoring construction, resolving design issues, reviewing shop drawings, public involvement, utility coordination and progress payments.

CDOT In-House Construction Program Management Services

Construction Manager: As the Chicago Department of Transportation expanded to include projects formerly managed by the Bureau of Highways, Benesch assisted with this restructuring. Following this, Benesch engineers supervised various resident engineers and consultants serving construction projects throughout the city. In addition, Benesch conducted training seminars, monitored project scheduling and prepared documentation. Mr. Gross assisted CDOT's Construction Manager with various highway and traffic construction projects. He supervised CDOT resident engineers and consultant resident engineers.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	DBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of DBE 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 Company Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

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

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

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: Program Management and Control Services (pmcs)
Address: 46 South Waiola Avenue, LaGrange IL 60525
E-mail: kerny@pmcsconsulting.com
Contact Person: Kerny Nutter Phone: _____
Dollar Amount Participation: \$ n/a - dependent on task order issued
Percent Amount of Participation: 15% %

*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)

M/WBE Firm: pmcs Certifying Agency: CDOT/City of Chicago
Address: 46 South Wauola Ave. Certification Expiration Date: 11/30/14
City/State: LaGrange, IL Zip: 60525 FEIN #: 20-2840292
Phone: (708) 495-8262 Fax: (708) 482-9702 Contact Person: Kerry Nutter
Email: Kerry@pmcsconsulting.com Contract #: -

Participation: [] Direct [] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No [] Yes - Please attach explanation. Proposed Subcontractor: _____

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

Value Engineering / Constructability and Estimating

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

15% of contract

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Kerry B. Nutter
Signature (M/WBE)

Kerry B. Nutter
Print Name

Program Management + Control Services
Firm Name

9/12/14
Date

Subscribed and sworn before me

this 12 day of September, 2014

Notary Public: Sally Orozco

SEAL

Kevin J. Fitzpatrick
Signature (Prime Bidder/Proposer)

Kevin J. Fitzpatrick
Print Name

Alfred Benesch + Company
Firm Name

9/15/14
Date

Subscribed and sworn before me

this 15th day of September, 2014

Notary Public: Brooke Beckner

SEAL





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

TKNutter@sbcglobal.net

December 2, 2014

Kerry Nutter
PROGRAM MANAGEMENT & CONTROL SERVICES, LLC
46 South Waiola Avenue
La Grange, IL 60525

Dear Ms. Nutter:

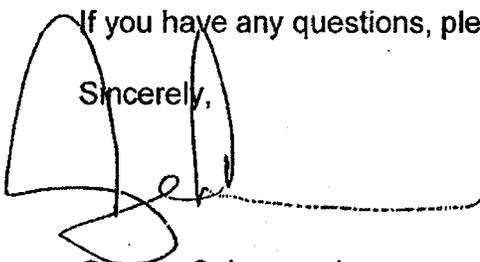
This letter is to inform you that the City of Chicago has extended your status as a **Women Business Enterprise (WBE) until February 28, 2015**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,



George Coleman, Jr.
Deputy Procurement Officer

GC/sl

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: Civcon Services, Inc.
 Address: 230 W. Monroe Street, Suite 2030, Chicago IL 60606
 E-mail: jmoreno@civconinc.com
 Contact Person: Jorge Moreno Phone: (312) 379-2222
 Dollar Amount Participation: \$ n/a - dependent on task order issued
 Percent Amount of Participation: 20% of contract %

*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)

M/WBE Firm: CivCon Services, Inc.

Certifying Agency: City of Chicago

Address: 230 W. Monroe, Ste. 2030

Certification Expiration Date: 2/1/2016

City/State: Chicago, IL Zip: 60606

FEIN #: 30-4317400

Phone: (312)379-2222 Fax: (312)379-2225

Contact Person: Jorge Moreno

Email: jmoreno@civconinc.com

Contract #: -

Participation: [] Direct [] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No [] Yes - Please attach explanation. Proposed Subcontractor: _____

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

Value Engineering/ constructability/ estimating/ roadway design

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

20% of contract

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/ Cost were completed.

Jorge Moreno
Signature (M/WBE)

[Signature]
Signature (Prime Bidder/Proposer)

JORGE MORENO
Print Name

Kevin J. Fitzpatrick
Print Name

Civ Con Services, Inc.
Firm Name

Alfred Benesch & Co.
Firm Name

9-12-14
Date

9/15/14
Date

Subscribed and sworn before me
this 12 day of Sept, 2014

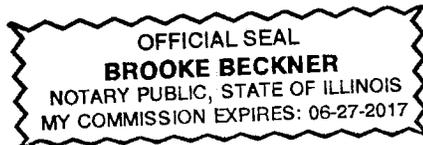
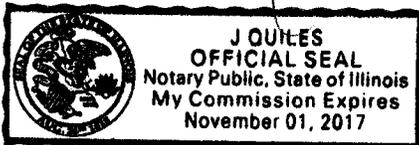
Subscribed and sworn before me
this 15th day of September, 2014

Notary Public: [Signature]

Notary Public: [Signature]

SEAL

SEAL





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

FEB 14 2014

Jorge A. Moreno
CivCon Services, Inc.
230 W. Monroe Street, Suite 2030
Chicago, IL 60606

Dear Mr. Moreno:

We are pleased to inform you that **CivCon Services, Inc.** has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **12/01/2016**; however your firm's certification must be revalidated 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 firm's **annual No-Change Affidavit** is due by **12/01/2014** and **12/01/2015**. 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 firm's five year certification will expire on **12/01/2016**. 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 **10/01/2016**.

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 firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, 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;

DW

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's 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 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 firm's 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):

236220 - Project Management

237310 - Construction Management, Highway, Road, Street and Bridge

541330 - Civil Engineering Services

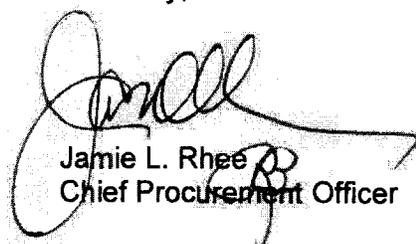
541330 - Engineering Consulting Services

541350 - Building Inspection Services

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) 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
Chief Procurement Officer

JLR/ha

AM

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 Benexler 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 J. Fitzpatrick
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

KFitzpatrick@benesch.com
E-mail address

Executive Vicepresident
Title

9/2/14
Date

(312) 565-0450
Phone Number

Subscribed to and sworn before me this 2nd day of Sept. 2014

My commission expires: 6-27-17

X [Signature]
Notary Public Signature





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: Alfred Benesch + Co. Phone: (312) 965-0450

Business Entity Address: 205 N. Michigan Avenue, 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 9/2/14

Subscribe and sworn before me this 2nd Day of September, 2014

a Notary Public in and for Cook County

[Signature]
(Signature)

NOTARY PUBLIC SEAL



My Commission expires 6-27-17

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

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

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

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

BUSINESS NAME: Alfred Bevesch + Company
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
FEIN: 36-2407363 *IL CORPORATE FILE NUMBER: 3851-539-0

LIST THE FOLLOWING CORPORATE OFFICERS:

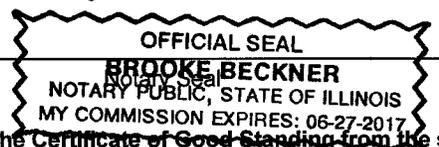
PRESIDENT: John L. Carrato VICE PRESIDENT: Jack P. Kueder
SECRETARY: Kevin J. Fitzpatrick TREASURER: Kristina S. Horn
**SIGNATURE OF PRESIDENT: [Signature]

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this
2nd day of September, 2014

X Brooke Beckner
Notary Public Signature

My commission expires: 6-27-17

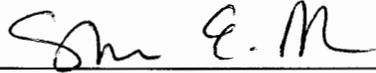


* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 31 DAY OF December, 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
1428-13481

OR

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

TOTAL AMOUNT OF CONTRACT: \$ \$145,000.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

EXHIBIT 2

Schedule of Compensation

The following overhead rates shall be used as permanent overhead rates for the duration of the contract.

Alfred Benesch & Company 159.91%

CIVICON Services 64.55%

Program Management & Control Services, LLC (PMCS) 57.14%

Cook County Department of Transportation and Highways
 RFQ #1428-13481 - Value Engineering Services
 Alfred Benesch & Company, Inc.

Actual, Average and Maximum Hourly Rates by Personnel and Classification

Labor Category	2014			2015			2016			2017		
	Actual Rate	Avg. Rate	Max. Rate	Actual Rate	Avg. Rate	Max. Rate	Actual Rate	Avg. Rate	Max. Rate	Actual Rate	Avg. Rate	Max. Rate
Project Principal		\$70.00	\$70.00		\$70.00	\$70.00		\$70.00	\$70.00		\$70.00	\$70.00
Sr. Project Manager	Muthiah Kasi	\$70.00	\$67.00	\$70.00	\$70.00	\$69.01	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
	Michael Goodkind	\$70.00	\$70.00	\$70.00	\$70.00		\$70.00	\$70.00	\$70.00	\$70.00		\$70.00
	Walter Rymysza	\$70.00		\$70.00	\$70.00		\$70.00	\$70.00	\$70.00	\$70.00		
	Rick Conrath	\$70.00		\$70.00	\$70.00		\$70.00	\$70.00	\$70.00	\$70.00		
	Dan Gross	\$70.00		\$70.00	\$70.00		\$70.00	\$70.00	\$70.00	\$70.00		
	Ihab Darwisch	\$64.90		\$66.85	\$68.85		\$68.85	\$68.85	\$68.85	\$68.85		
	Michael Magnuson	\$64.00		\$65.92	\$67.90		\$67.90	\$67.90	\$67.90	\$69.93		
Project Manager II		\$54.22	\$62.10	\$55.85	\$63.96		\$57.52	\$65.88	\$59.25	\$67.86		
	William Schmanski	\$59.20		\$60.98	\$62.81		\$62.81	\$62.81	\$62.81	\$64.69		
	Ryan Thady	\$57.00		\$58.71	\$60.47		\$60.47	\$60.47	\$62.29			
Project Manager I		\$47.38	\$54.10	\$48.80	\$55.72		\$50.27	\$57.39	\$51.77	\$59.12		
	Andrew Keaschall	\$50.00		\$51.50	\$53.05		\$53.05	\$53.05	\$54.64			
	Brandon Desh	\$44.00		\$45.32	\$46.68		\$46.68	\$46.68	\$48.08			
Senior Project Engineer		\$48.55	\$49.00	\$50.01	\$50.47		\$51.51	\$51.98	\$53.05	\$53.54		
	Veronica Hall	\$49.00		\$50.47	\$51.98		\$51.98	\$51.98	\$53.54			
Project Engineer II		\$38.44	\$42.50	\$39.59	\$43.78		\$40.78	\$45.09	\$42.00	\$46.44		
	Ben Chavez	\$41.00		\$42.23	\$43.50		\$43.50	\$43.50	\$44.80			
	Geoffrey Thiesse	\$40.20		\$41.41	\$42.65		\$42.65	\$42.65	\$43.93			
	Collin Coad	\$38.00		\$39.14	\$40.31		\$40.31	\$40.31	\$41.52			
Project Engineer I		\$35.36	\$40.50	\$36.42	\$41.72		\$37.51	\$42.97	\$38.64	\$44.26		
Designer II		\$31.72	\$34.30	\$32.67	\$35.33		\$33.65	\$36.39	\$34.66	\$37.48		
Designer I		\$28.56	\$30.80	\$29.42	\$31.72		\$30.30	\$32.88	\$31.21	\$33.66		
	Ryan Parks	\$30.00		\$30.90	\$31.83		\$31.83	\$31.83	\$32.78			
Sr. Multi-Media Specialist		\$36.90	\$36.90	\$38.01	\$38.01		\$39.15	\$39.15	\$40.32	\$40.32		
	Jayne Hill	\$36.90		\$38.01	\$38.01		\$39.15	\$39.15	\$40.32	\$40.32		
Technologist II				\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00		
Technologist I				\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00		
Project Assistant I		\$19.40	\$23.80	\$19.98	\$24.51		\$20.58	\$25.25	\$21.20	\$26.01		
	Leslie George	\$23.80		\$24.51	\$25.25		\$25.25	\$25.25	\$26.01	\$26.01		

Cook County Department of Transportation and Highways
 RFQ #1428-13481 - Value Engineering Services

Unit Direct Costs

Task & Description	In-House Direct Cost	Outside Direct Cost
Vehicle Charge (\$65 full day, \$32.50 half day)	X	
Mileage (current IRS rate)		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
Facility/ Room Rental (actual cost)		X

Cook County Department of Transportation and Highways
 RFQ #1428-13481 - Value Engineering Services
 Sub-consultant: CivCon Services, Inc.
 Actual, Average and Maximum Hourly Rates by Personnel and Classification

Labor Category	2014			2015			2016			2017		
	Actual Rate	Avg. Rate	Max. Rate	Actual Rate	Avg. Rate	Max. Rate	Actual Rate	Avg. Rate	Max. Rate	Actual Rate	Avg. Rate	Max. Rate
Project Principal	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
Lillian Yan	\$70.00			\$70.00			\$70.00			\$70.00		
Project Manager	\$64.49	\$65.45	\$66.42	\$66.42	\$67.42	\$68.41	\$68.42	\$69.44	\$70.46	\$70.47	\$71.52	\$72.58
Craig Evankoe	\$64.49			\$66.42			\$68.42			\$70.47		
Sr. Cost Estimator	\$61.60	\$62.53	\$63.45	\$63.45	\$64.40	\$65.35	\$65.35	\$66.33	\$67.31	\$67.31	\$68.32	\$69.33
Mikhael Gitlin	\$61.60			\$63.45			\$65.35			\$67.31		

Cook County Department of Transportation and Highways
 RFQ #1428-13481 - Value Engineering Services
 Sub-consultant: Program Management & Control Services, LLC (PMCS)
 Actual, Average and Maximum Hourly Rates by Personnel and Classification

Labor Category	2014			2015			2016			2017		
	Actual Rate	Avg. Rate	Max. Rate	Actual Rate	Avg. Rate	Max. Rate	Actual Rate	Avg. Rate	Max. Rate	Actual Rate	Avg. Rate	Max. Rate
Project Principal Kerry Nutter	\$60.77	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
Sr. Controls Engineer Sergio Candalaria	\$65.66	\$68.00	\$70.00	\$67.63	\$70.00	\$70.00	\$69.66	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
Sr. Scheduler Tope Aderiyi	\$54.07	\$56.00	\$60.00	\$55.69	\$57.68	\$61.80	\$57.36	\$59.41	\$63.65	\$59.08	\$61.19	\$65.56

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2014

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 Indemnity Co. of America A+, XV		25666
INSURER B: Charter Oak Fire Insurance Company A+ (XV)		25615
INSURER C: Travelers Property Casualty Company of America		25674
INSURER D: Zurich American Insurance Company		16535
INSURER E:		
INSURER F:		

INSURED
Alfred Benesch & Company, Inc.
205 N Michigan Avenue
Suite 2400
Chicago, IL 60601-5927

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	630-0D870755	05/31/2014	05/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	810-2D558685	05/31/2014	05/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	ZUP-15P01416	05/31/2014	05/31/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-0D896722	05/31/2014	05/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof Liability			EOC 5574267 01	05/31/2014	05/31/2015	Per Claim 1,000,000
D				EOC 5574267 01	05/31/2014	05/31/2015	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with the policy terms and conditions.

Description: RFQ #1428-13481- Value Engineering Services

Package Policy (coverage A) includes a limit of \$1,570,000 valuable papers & records

Cook County, its officials, employees, and agents are included as additional insured on a primary and non-contributory basis with respect to general liability
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Alfred Benesch & Company, Inc.	
POLICY NUMBER SEE PAGE 1		205 N Michigan Avenue Suite 2400 Chicago, IL 60601-5927	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:
 for ongoing and completed operations, auto, and umbrella liability where required by written contract. Contractual Liability is a part of and built into the general liability policy as per standard ISO form. Severability of interest / cross liability provisions apply. Policies include a waiver of subrogation in favor of the additional insured and shall provide 30-days notice of cancellation in accordance with policy terms and conditions.

EXHIBIT 4

Cook County Travel Policy



**COOK COUNTY
TRANSPORTATION
EXPENSE REIMBURSEMENT
AND TRAVEL REGULATIONS
POLICY**

Adopted: FY2009

COOK COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT

SECTION I. AUTOMOBILE REIMBURSEMENT PLAN

- A. Any employee who is required and authorized to use their personally owned automobile in the conduct of official County Business shall be allowed and reimbursed. The number of County business miles driven per ½ month will be compensated at the standard IRS deduction for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive.
- B. In addition, parking and tolls shall be allowed for reimbursement if items are supported by receipts. Proof of IPASS charges shall be submitted along with the Transportation Expense Voucher.

SECTION II. GUIDELINES

A. Commuting Expenses

Commuting expenses between an employee's home and regular place of assignment will not be reimbursed, even if an employee's regular place of assignment is at different locations on different days within the County.

Example: An employee working for the Assessor's Office is regularly assigned to the Assessor's Office in Markham on Mondays and to the Assessor's Office in Maywood on Tuesdays through Fridays. Travel expenses to and from the employee's home and Assessor's Office on any day will not be reimbursed when assignments are permanent.

B. Temporary and Minor Assignments (residence to temporary duty point)

Employees who are required to perform County business in the form of temporary and minor assignments beyond the general area of their regular place of assignment in the County may be reimbursed for their transportation expenses between home and their first or last stop, for such travel attributed to County business.

Mileage to first stop or from last stop between home and temporary place of assignment may be allowed and reimbursed.

Authorization for reimbursement for transportation between home and first or last stop shall only be allowed when, in the judgment of the Department head, reporting to the regular place of assignment is not reasonable because of the elements of time, place, business purpose and employee effectiveness. The assignment must be temporary and not indefinite.

C. Temporary and Minor Assignments (mileage between temporary duty points)

Employees who receive one or more temporary assignments in a day may be reimbursed for transportation for getting from one place to the other. Mileage from the employee's regular place of assignment, or first duty point, to all temporary duty points and back to regular place of assignment, or last duty point, is entitled to reimbursement.

D. General Guidelines

1. Mileage must be computed on the basis of the most direct route. Any mileage incurred solely for personal reasons is not reimbursable.
2. Employees must bear the cost of their normal commuting expenses between residence and official place of assignment.
3. Close supervision shall be maintained over the use of privately owned vehicles by the Department Heads. Authorization for use of privately owned vehicles shall only be given when deemed a service and benefit to Cook County Government. Reimbursements for transportation shall only be as compensation for services performed for the County.

SECTION III. TRANSPORTATION EXPENSE VOUCHER

A. Preparation

1. All claims for compensation of transportation expenses including the use of privately owned automobile and incidental parking fees and tolls, and taxicab and bus fares shall be submitted and itemized in the Transportation Expense Voucher. (For each stop of business use, enter date, started from location, finished at location, miles and expense between each stop. Total the dollar amount and enter in the space for "Total.")
2. When travel between home and first or last temporary duty point is authorized, the employee's residence shall be entered on the Transportation Expense Voucher, "Started from Location" or "Finished at Location."
3. The Transportation Expense Voucher shall be supported by receipts for all items, individually.
4. The Transportation Expense Voucher shall be prepared and signed by the individual who has incurred the expense and signed by their Supervisor. The original Voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a Transportation Expense Voucher is considered a major cause infraction subject to disciplinary action up to and including discharge.

5. The individual submitting the Transportation Expense Voucher is personally responsible for its accuracy and priority. Trip details shall be entered immediately following automobile use to eliminate possibility of errors. The form must be completed in its entirety, e.g., insurance coverage.

B. Approval and Submission

1. The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.
2. Any Transportation Expense Voucher not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

C. Authorized Attendance at Seminars, Meetings, Conventions, etc., on County Business

These expenses shall be detailed in accordance with the procedure relating to "Cook County Travel Regulations."

SECTION IV. COUNTY-OWNED AUTOMOBILE

Section 162(a)(2) of the Internal Revenue Code requires that any employee who is assigned a County-owned vehicle for use in performance of the employee's duties and who uses the vehicle for use in performance of the employee's duties and who uses the vehicle to commute from home to work and/or from work to home must include in their compensation the value to the employee (as provided for by the IRS) for each day such vehicle is used for commuting purposes, and Cook County must include this compensation on employee W-2 form.

The use of County-owned vehicles for personal use is prohibited.

COOK COUNTY TRAVEL REGULATIONS

SECTION I TRAVEL EXPENSES

- A. Travel expenses are ordinary and necessary expenses for transportation, hotel accommodations, meals and incidental expenses for travel that is longer than an ordinary day's work, and the employee needs to get sleep or rest during non-working time while away.

Reimbursements shall be allowed if the following requirements are met:

1. Travel is for periods more than or equal to be employee's scheduled workdays hours, plus 2 hours (usually 10 hours).
2. The employee must get sleep or rest while away in order to complete County business. (This does not mean napping in the car.)
3. Lodging and air travel shall be arranged through a County travel vendor, as specified by the Purchasing Agent.

SECTION II RESPONSIBILITY OF DEPARTMENT HEAD

- A. The Department Head is responsible for the execution of all travel regulations as well as such other policies and guidelines regarding travel as published by the Bureau of Administration.
- B. All travel subject to these regulations shall be authorized in advance by the Department Head in accordance with current County directives.
- C. Each Department shall develop a system for the prior authorization and control of travel to prevent expenses exceeding appropriations and to hold travel to the minimum required for efficient and economical conduct of County business.
- D. The rates for reimbursements set forth in these regulations represent the maximums permitted under IRS guidelines.

SECTION III ALLOWABLE TRANSPORTATION EXPENSE

- A. Modes of transportation authorized for official travel in the course of County business will include automobiles, railroads, airlines, buses, taxicabs, and other usual means of conveyance. Transportation may include fares and expenses incidental to transportation such as baggage transfer, official telephone messages in connection with items classed as transportation, and reasonable tips.
- B. All taxicab fares shall be accompanied by a receipt indicating the amount paid.

- C. Transportation between place of lodging and place of business at a temporary work location shall be allowed as a transportation expense.

SECTION IV MODE OF TRAVEL

- A. All travel shall be by the most direct route.
- B. In cases where an individual for their own convenience travels by an indirect route or interrupts travel by direct route, that individual shall bear the extra expense. Reimbursement for expenses shall be based only on such charges as would have been incurred by the most direct and economical route.
- C. All travel shall be by the most economical mode of transportation available, considering travel time, costs, and work requirements.

SECTION V ACCOMMODATIONS ON AIRPLANES, TRAINS, AND BUSES

- A. First class travel is prohibited
- B. Travel on airplanes shall be coach class.
- C. Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to Department Head approval.

SECTION VI USE OF PRIVATELY OWNED OR RENTED CONVEYANCE

- A. When an individual rendering service to the County uses privately owned motor vehicles in the conduct of official business and such use is authorized or approved as advantageous to the County, payment shall be made on a mileage basis at rates not to exceed those published by the Bureau of Administration.
- B. Reimbursement for the cost of automobile parking fees and tolls shall be allowed. The fee for parking an automobile at a common carrier terminal, or other parking area, while the traveler is on official business, shall be allowed only to the extent that the fee does not exceed the cost of public transportation.
- C. When a privately owned automobile is used for travel, the total transportation cost (including mileage allowance, parking fees, tolls and per diem expenses) shall not exceed the cost of public transportation, if reasonable public transportation is available.
- D. The use of rented automobiles will be kept to an absolute minimum and rented only in an emergency upon prior approval of the responsible Department Head. Every effort shall be made to obtain other suitable transportation rather than to use rented vehicles. Where emergencies require the use of a rented vehicle, the most economical vehicle available and suitable for the conduct of County business shall be obtained.

SECTION VII LIVING EXPENSES

A. Meals and Incidental Expense (M&IE)

Employees assigned to out of town travel shall receive a per diem set by the current U.S. General Services Administration in their Federal Travel Regulations (FTR) Meal and Incidental Expense (M&IE) rate. Travel rates differ by travel location and are periodically revised by the Federal Government. These rates can be found at the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

The per diem rate is intended to include all meals and incidental expenses during the period of travel. There will be no reimbursement for meals and incidental expenses beyond this rate.

In addition, the traveler may receive reimbursement for special expenses as provided in Paragraph "C-3" below.

B. Travel Without Lodging

When lodging is not required, the per diem M&IE allowance is not permitted. Travel shall be on "actual expenses incurred."

C. Reimbursable Expenses

1. Lodging - Reasonable costs of hotel accommodations incurred will be allowed. Lodging shall be reimbursed by receipt up to the limits of the current Federal Travel Regulations as shown on the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

Questions of reasonable hotel accommodations should be referred to the Bureau of Administration. Receipts are to be submitted with the Invoice Form to support accommodation expenses claimed.

2. Transportation - Transportation to and from duty point; between places of lodging, business and meals shall be allowed.
3. Special Expenses - The reasonable cost of miscellaneous expenses incurred shall be allowed to a traveler. The following are examples of miscellaneous expenses that may be deemed reimbursable or non-reimbursable:

<u>Reimbursable</u>	<u>Non-Reimbursable</u>
Stenographic and Typing Services	Entertainment
Storage of Baggage	Alcoholic Beverages
Hire of Room for Official Business	Traffic Tickets
Telephone Calls on Official Business	

All special expenses shall be itemized on the Conference and Travel Reimbursement Voucher with receipts attached.

SECTION VIII CONFERENCES

When the cost of meals for approved seminars or official meetings is an integral part of the Registration Fee, the "per diem" traveler shall deduct such amounts from the "cost of meals and incidental expenses" allowance, and the traveler on "actual expenses incurred" shall not claim meals which are included in the conference fee.

SECTION IX CONFERENCE AND TRAVEL REIMBURSEMENT VOUCHER

A. Memorandum of Expenditures

A memorandum of all travel expenditures properly chargeable to the County shall be kept by individuals subject to these regulations. The information thus accumulated shall be available for proper Invoice Form preparation.

B. Conference and Travel Reimbursement Voucher Preparation

1. All claims for reimbursement of travel expenses shall be submitted on the Conference and Travel Reimbursement Voucher and shall be itemized in accordance with these regulations.
2. The Conference and Travel Reimbursement Voucher shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.
3. The Conference and Travel Reimbursement Voucher shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense (M&IE) items, and all other items. Also, a copy of the travel authorization is to be included for out-of-state travel.
4. The Conference and Travel Reimbursement Voucher shall be prepared and signed by the individual who has incurred the expenses.
5. The individual submitting the Conference and Travel Reimbursement Voucher is personally responsible for accuracy and propriety. A misrepresentation shall be cause for disciplinary or legal action.

C. Approval and Submission of Invoice Form

1. The Conference and Travel Reimbursement Voucher shall be approved by the Department Head or a designated representative, who shall sign the original Voucher and submit to the Comptroller's Office. A copy of the Voucher shall be retained by the Department as well as the person submitting the Voucher.
2. Any Conference and Travel Reimbursement Voucher not prepared in accordance with these regulations or not properly supported by receipts where required will be returned to the originator for correction.

D. Frequency of Submission

The original Conference and Travel Reimbursement Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Conference and Travel Reimbursement Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Conference and Travel Reimbursement Voucher shall be retained by the department and the employee.

EXHIBIT 5

Certification for Consulting or Auditing Services

**COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER
CERTIFICATION FOR CONSULTING OR AUDITING SERVICES**

This Certification is made and required pursuant to Section 34-193 of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County or Elected Officials. For purposes of this Certification, the following definitions shall apply:

"Auditing" means the formal examination of accounting records or financial statements for compliance with financial accounting standards applicable to governmental entities, which functions are generally exclusively performed or supervised by Persons licensed and authorized to do business as public accounts in the State. Auditing shall also include any independent reports and management recommendations derived or resulting from the performance of auditing services and which reports and recommendations are included within the scope of the Contract for Auditing Services.

"Consulting" means the rendering of analysis and advice requiring specialized expertise in a particular subject area or field. Such expertise may have been gained by education or experience in the area or field. Consulting expressly excludes auditing services.

"Elected Official" means the President and Commissioners of the Cook County Board, Assessor, Board of Review, Chief Judge, Clerk of the Circuit Court, County Clerk, Recorder of Deeds, Sheriff, State's Attorney, Treasurer and any other elected official included in the Cook County Appropriations Ordinance.

"County" shall mean the offices which are administered by the President of the County Board.

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 to.

SECTION 1: CONTRACTOR'S INFORMATION

COMPANY NAME: Alfred Benesch & Company, Inc.

ADDRESS: 205 North Michigan Avenue, Suite 2400, Chicago, IL 60601

TELEPHONE: 312-565-0450

CONTACT NAME: Kevin J. Fitzpatrick, PE

CONTACT EMAIL: kfitzpatrick@benesch.com

SECTION 2: AFFILIATE INFORMATION

If the Contractor has any "Affiliates" please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification "Affiliates" shall mean any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. "Control" shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise. "Person" means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

(none)

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: 1428-13481 Value Engineering Services
- b. The Contractor is providing the following type of Services: [] Auditing or [X] Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:
Department of Transportation and Highways
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? [X] Yes or [] No.
If yes, please state the other Contract Number(s) and the Nature of Services.

Contract No. 1323-12478A for Traffic Engineering Services (Department of Transportation and Highways)

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

- a. It has read Section 34-193 (a)-(b) of the Procurement Code, which provides as follows:

The County will not enter into any Contract for Auditing Services, nor shall it consent to a subcontract for such Auditing Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for consulting services for or with the County. Additionally, the County will not enter into any Contract for Consulting Services, nor shall it consent to a subcontract for such Consulting Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for Auditing Services for or with the County. For purposes of this provision, "County" shall refer only to offices which are administered by the President of the County Board and shall not refer to offices which are administered by Elected Officials.

The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.

- b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.
- c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.

Signature

Kevin J. Fitzpatrick, PE

Name (Type or Print)

Executive Vice-President

Title

December 2, 2014

Date