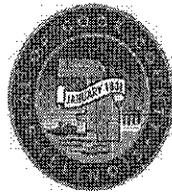


PROFESSIONAL SERVICES AGREEMENT

Lincoln Highway Logistics Corridor Strategic Plan

BETWEEN



COOK COUNTY GOVERNMENT

DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

AND

PARSONS BRINCKERHOFF, INC.

CONTRACT NO. 1555- 14428

SECTION NO. 14-6FRGT-02-ES

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

AUG 03 2016

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

- Exhibit 1 Board Authorization
- Exhibit 2 Scope of Services
- Exhibit 3 Key Personnel / Organization Chart
- Exhibit 4 Schedule of Compensation
- Exhibit 5 Disadvantaged Owned Business Enterprise Commitment Policy and
Goals/Utilization Plans
- Exhibit 6 Identification of Subconsultant Form
- Exhibit 7 Certification for Consulting or Auditing Services
- Exhibit 8 FTA Certification Regarding Lobbying
- Exhibit 9 Economic Disclosure Statement and Execution Document

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 Parsons Brinckerhoff, Inc., doing business as a(an) corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on August 3, 2016, as evidenced by Board Authorization letter attached hereto as EXHIBIT "1".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Lincoln Highway Logistics Strategic Plan. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 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 Using Agency require the approval of the Chief Procurement Officer in a written amendment 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.

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

"Using Agency" shall mean the department of agency within Cook County including elected officials.

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 tables 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	Board Authorization
Exhibit 2	Scope of Services
Exhibit 3	Key Personnel / Organization Chart
Exhibit 4	Schedule of Compensation
Exhibit 5	Disadvantaged Owned Business Enterprise Commitment Policy and Goals/Utilization Plans
Exhibit 6	Identification of Subconsultant Form
Exhibit 7	Certification for Consulting or Auditing Services
Exhibit 8	FTA Certification Regarding Lobbying
Exhibit 9	Economic Disclosure Statement and Execution Document

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

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

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

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this

Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

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

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency 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 Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours 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) **Disadvantaged 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, which are set forth in Exhibit 4. Consultant's completed DBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the DBE Utilization Plan, 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 Form 1 of the DBE Utilization Plan.

f) Insurance

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

(1) 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:

Employers' Liability coverage with a limit of
\$100,000 each Accident
\$100,000 each Employee
\$100,000 Policy Limit for Disease

(2) 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 \$ 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

(3) 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.

(4) Umbrella/Excess Liability Insurance

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

Each Occurrence: \$1,000,000

Additional requirements

(1) Additional Insured

The required insurance policies, with the exception of the Workers Compensation, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. 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.

(2) 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.

(3) 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.

(4) Waiver of Subrogation Endorsements

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

g) Indemnification

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

h) Confidentiality and Ownership of Documents

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

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the

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

i) Patents, Copyrights and Licenses

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

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

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

j) Examination of Records and Audits

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

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of

its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

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

k) Subcontracting or Assignment of Contract or Contract Funds

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

Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

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

1) 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 August 15, 2016 ("Effective Date") and continue until August 14, 2018 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 2. 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 nor 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 renew this Agreement for 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 4 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments is multi sourced under this Agreement identified in Exhibit 4, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 4 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-9998-2013-07.

f) Price Reduction

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

g) Consultant Credits

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

ARTICLE 6) DISPUTES

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

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has 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 affect 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

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

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

g) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) 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) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such 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 Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

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

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Consultant

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

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

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

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

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: Cook County
 Department of Transportation & Highways
 69 W. Washington, Suite 2300
 Chicago, Illinois 60602
 Attention: Department Director

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: Parsons Brinckerhoff, Inc.
 30 North LaSalle Street Suite 4200
 Chicago, IL 60602
 Attention: Diane O'Keefe, Office Manager

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

ARTICLE 12) AUTHORITY

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

ARTICLE 13) FEDERAL, STATE, AND COUNTY CERTIFICATIONS AND ASSURANCES

1. Proposers to the Lincoln Highway Logistics Corridor RFP must affirm to the truthfulness and accuracy of the following Certifications and Assurances and agree to comply with them in their entirety.
2. As used in this section, "Government" means both the United States of America federal government and the State of Illinois state government or any of its federal or state agencies. The Consultant acknowledges that any obligations or responsibilities imposed upon Cook County hereunder, shall flow down and apply to the Consultant and its subcontractors.
3. No Government Obligations to Third Parties - The Illinois Department of Transportation and the Federal Transit Administration shall not be subject to any obligations or liabilities by or to Cook County's contractors or subcontractors or any other person not a party to this Agreement with the performance of this Project, without its express written consent, notwithstanding the concurrence in or approval of the solicitation or the award by the Illinois Department of Transportation and the Federal Transit Administration to such contractors or subcontractor(s). The Consultant agrees to include this clause in each contract and subcontract financed in whole or in part with federal and/or state assistance. It is further agreed that this clause shall not be modified, except to identify the subcontractor who will be subject to this provision.
4. False or Fraudulent Statements or Claims - The Consultant acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government or State of Illinois about this Project, the Federal Government or State of Illinois reserves the right to impose on the Consultant the penalties of 18 U.S.C. § 1001, 49 U.S.C. § 5307, The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, as the Federal Government or State of Illinois may deem appropriate. The Consultant agrees to include this clause in all state and federal assisted contracts and subcontracts.
5. General Audit and Inspection - Pursuant to all applicable Office of Management and Budget Circulars, Cook County shall permit, and shall require its contractors to permit, the Illinois Department of Transportation or any other state or federal agency authorized to perform such

audit and inspection, to inspect all work, materials, payrolls, and other data and records, with regard to this Project, and to audit the books, records, and accounts of Cook County and its contractors with regard to this Project as required by 49 U.S.C. § 5325(a). The Illinois Department of Transportation may also require Cook County to furnish at any time prior to close-out of this Project, audit reports prepared according to generally accepted accounting principles. Cook County agrees to comply promptly with recommendations contained in the Illinois Department of Transportation's final audit report.

In accordance with 49 USC 5325(a), Cook County agrees to require each third party whose contract award is not based on competitive bidding procedures as defined by the U.S. Secretary of USDOT, to permit the Secretary, Comptroller General of the U.S., the Illinois Department of Transportation, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract and audit the books, records, and accounts involved.

6. Pursuant to Federal, State, and Local Law - In the performance of its obligations pursuant to this Agreement, Cook County and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable grant provisions of the current Master Agreement between the Illinois Department of Transportation and the Federal Transit Administration. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application to the performance of this Project of more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

Cook County agrees that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by the Illinois Department of Transportation, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Government requirements, Cook County agrees to include in all sub-Grantee agreements and third party contracts financed with Government assistance specific notice that Government requirements may change and the changed requirements will apply to the Project as required.

Specifically, Cook County and Contractors agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable FTA Circulars and 49 CFR Parts 18 and 19.

7. Right of the Illinois Department of Transportation to Terminate - Upon written notice to Cook County, the Illinois Department of Transportation reserves the right to suspend or terminate all or part of the financial assistance herein provided for (i) when Cook County is, or has been in violation of the terms of this Agreement or any other grant between Cook County and the Illinois Department of Transportation, (ii) for just cause as deemed by the Illinois Department of Transportation, or (iii) when the Illinois Department of Transportation determines, in its sole discretion, that the purposes of this Agreement would not be adequately served by continuation of Government financial assistance to the Project. Termination of any part of the Grant will not invalidate obligations properly incurred by Cook County and concurred in by the Illinois Department of Transportation prior to the date of termination to the extent they are non-cancelable. Neither the acceptance of a remittance by the Illinois Department of

Transportation of any or all Project Funds from Cook County nor the closing out of Government financial participation in the Project shall constitute a waiver of any claim which the Government may otherwise have arising out of this Agreement.

Upon the occurrence of any condition or conditions listed in this item, the Parties agree that the Government may elect, by written notice to Cook County, to withhold or delay payment as provided in the Approved Project Budget, or any portion thereof; or, if payment or payments have already been made pursuant hereto, to recall such payment or payments or any portion thereof. Cook County agrees that upon receipt of such notice of recall, Cook County shall immediately return such Grant payment or payments, or any portion thereof, which Cook County has received pursuant hereto.

For example, the foregoing remedies shall become available to the Illinois Department of Transportation if one of the following occurs:

- A. There is any misrepresentation of a material nature in Cook County's application, or amendment thereof, or in respect to this Agreement or any document or data furnished pursuant hereto, or any other submission of Cook County required by the Illinois Department of Transportation in connection with the Grant;
- B. There is pending litigation which, in the opinion of the Illinois Department of Transportation, may jeopardize the Grant or this Agreement;
- C. There has been, in connection with the Grant, any violation of the state or federal regulations, ordinances or statutes applicable to Cook County, its officers or employees which, in the opinion of the Illinois Department of Transportation, affects this Agreement;
- D. Any funds provided by the Illinois Department of Transportation pursuant to this Agreement are used for an ineligible purpose;
- E. Cook County is unable to substantiate the proper use of the Grant provided pursuant to this Agreement;
- F. Cook County is in default under any of the provisions of this Agreement;
- G. There is a failure to make progress which significantly endangers substantial completion of performance of the Project within a reasonable time. Such failure shall be deemed to be a violation of the terms of this Agreement;
- H. Cook County has failed to maintain the Project as required by this Agreement;
- I. The Illinois Department of Transportation determines that the purposes of the Acts would not be adequately served by continuation of state or federal assistance to the Project; or
- J. The State Legislature fails to make sufficient appropriations for this Grant.

All obligations of the Illinois Department of Transportation under this Agreement are subject to the receipt of funds by the Illinois Department of Transportation from the Federal Transit Administration and/or pursuant to the "Acts". The Illinois Department of Transportation shall not be liable to Cook County for any failure or delay in performance of its obligations to Cook County. No obligation of the Illinois Department of Transportation or the Federal Transit

Administration to Cook County under this Agreement shall be a general obligation of the Government, but shall be payable, if at all, only from funds received by the Illinois Department of Transportation from the Federal Transit Administration and/or pursuant to the "Acts".

8. CIVIL RIGHTS

- A. Federal Nondiscrimination – Cook County agrees to comply with, and assure the compliance by its third party contractors and subcontractors under this Project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d *et seq.*; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Federal Transit Law at 49 U.S.C. § 5332; U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Illinois Department of Transportation of Transportation -- Effectuation of Title VI of the Civil Rights Act", 49 CFR Part 21; and FTA Circular 4702.1A, "Title VI and Title VI – Dependent Guidelines for Federal Transit Administration Recipients", May 13, 2007.
- B. Federal Equal Employment Opportunity - The following requirements apply to the Project and Cook County agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by the Federal Transit Administration:
1. General Requirement: Cook County agrees as follows:
 - a. Discrimination Prohibited - In accordance with 42 U.S.C. § 2000d, 49 U.S.C. § 5332, Cook County agrees to comply with any applicable federal statutes, executive orders, regulations, and federal policies including the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 *et seq.*, (which implement E.O. No. 11246, "Equal Employment Opportunity," as amended by E.O. No. 11375, "Amending E.O. 11246 Relating to Equal Employment Opportunity,") that may in the future affect construction activities undertaken in the course of this Project. Cook County agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Cook County agrees to comply with any implementing requirements the Federal Transit Administration may issue.
 - b. EEO Program Incorporated by Reference - If Cook County is required to submit and obtain approval of its EEO program, that EEO program approved by the Government is incorporated by reference and made part of this Agreement. Failure by Cook County to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the Government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect Cook County's eligibility to obtain future financial assistance in transportation projects.

2. Age - In accordance with 49 U.S.C. § 5332, Cook County agrees to refrain from discrimination against present and prospective employees for reasons of age. Cook County further agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, with U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Financial Assistance," 45 CFR Part 90, and with The Age Discrimination in Employment Act (ADEA), 29 U.S.C. Sections 621 through 634 and with U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625.
 3. Disabilities - In accordance with 42 U.S.C. § 12101, Cook County agrees that it will comply with the requirements of 29 CFR Part 1630, pertaining to the employment of persons with disabilities. In addition, Cook County agrees to comply with any implementing regulations the Federal Transit Administration may issue.
 4. Sex - In accordance with Title IX of the Educational Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing federal regulations that prohibit discrimination on the basis of sex that may be applicable, Cook County agrees to comply with prohibitions against discrimination on the basis of sex, and any federal requirements that may be promulgated.
 5. Language Proficiency - In accordance with Executive Order No. 13166, Cook County agrees to comply with the applicable provisions of said Executive Order "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. Section 2000d-1 note and with the provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipient's Responsibilities to Limited English Proficiency Persons," 70 Fed. Reg. 74087, December 14, 2005.
- C. Illinois Human Rights Act – Cook County shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Transportation of Human Rights. It is understood that the term "contractor" shall also mean "Grantee." The Equal Employment Opportunity Clause reads as follows and shall apply to the Project:

In the event of Cook County's non-compliance with any provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Transportation of Human Rights (hereinafter "DOHR"), Cook County may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, Cook County agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any

portion thereof, it will determine the availability (in accordance with the DOHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of Cook County's obligations under the Illinois Human Rights Act and the DOHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with Cook County in its efforts to comply with such Act and Rules and Regulations, Cook County will promptly notify the DOHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 5. That it will submit reports as required by the DOHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by the DOHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the DOHR's Rules and Regulations.
 6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the DOHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the DOHR's Rules and Regulations.
 7. That it will include verbatim or by reference the provisions of this item in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, Cook County will be liable for compliance with applicable provisions of this clause by such contractors and subcontractors; and further it will promptly notify the contracting agency and the DOHR in the event any contractor or subcontractor fails or refuses to comply therewith. In addition, Cook County will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- D. Sexual Harassment – Cook County will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) Cook County's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act, 775 ILCS 5 et seq. A copy of the policies shall be provided to the Department upon request.

E. Disadvantaged Business Enterprise (DBE) - To the extent required by federal law, regulation, or directive, the Illinois Department of Transportation encourages all of its Grantees to make a good-faith effort to contract with DBEs. Grantees (excluding transit vehicle purchases) agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:

1. The Grantee agrees to comply with Section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Illinois Department of Transportation of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto.
2. The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any contract awarded by Grantee under this Agreement. The Grantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of any contract awarded by Grantee under this Agreement. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBEs have the maximum feasible opportunity to participate in U.S. DOT assisted contracts. The Grantee's DBE program, if required by 49 CFR Part 26 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Illinois Department of Transportation deems appropriate. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*
3. The Grantee agrees to include the following clauses in all agreements between the Grantee and third parties funded in whole or in part with Government assistance:
 - a. "The (contractor or subcontractor) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this (contract or agreement). Failure by the (contractor, or subcontractor) to carry out these requirements is a material breach of the (contract or agreement), that may result in the termination of this (contract or agreement) or such other remedy as the (Grantee) deems appropriate."
 - b. "The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from (the Grantee). The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of (the Grantee)."

F. Disabilities

1. Americans with Disability Act (ADA) – Cook County shall comply with all applicable state and federal requirements under the ADA.

2. Access Requirements for Individuals with Disabilities – Cook County agrees to comply with 49 U.S.C. § 5301(d); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq.; and the following regulations and any amendments thereto:
 - a. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
 - b. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
 - c. U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 CFR Part 1192, and 49 CFR Part 38;
 - d. U.S. Illinois Department of Transportation of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
 - e. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
 - f. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
 - g. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630;
 - h. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
 - i. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.
 - j. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194.
 3. Over-the-Road Bus Accessibility Program (OTRB) – Cook County agrees to comply with § 3038 of TEA-21, as amended by § 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note. Cook County also agrees to comply with U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 35 CFR Part 1192 and 49 CFR Part 38.
- G. Confidentiality – Drug or Alcohol Abuse - To the extent applicable, Cook County agrees to comply with the confidentiality and other Civil Rights provisions of the Drug Abuse Office And Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et

seq., the Comprehensive Alcohol Abuse And Alcoholism Prevention, Treatment, And Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, 42 U.S.C. §§ 201 *et seq.* and any amendments thereto.

- H. State Business Enterprise Program -- [Applicable to this Agreement only if the amount of State funds in the Grant is \$250,000 or more and when no Federal monies are used], the Grantee agrees, pursuant to the State Finance Act, 30 ILCS 105/45, to comply with Section 6(d) of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575 and Section 2-105 of the Illinois Human Rights Act, 775 ILCS 5/2-105. In addition, prior to the execution of this Agreement, the Grantee will submit to the Illinois Department of Transportation the written certification which is made a part hereof as "Exhibit F."

Cook County also agrees to include the requirements of this item in each applicable contract, subcontract, or agreement financed in whole or in part with federal assistance.

9. Debarment – Cook County agrees to comply with the requirements of Executive Order No. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. Illinois Department of Transportation of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200 which adopts and supplements the provisions of U.S. Office of Management and Budget, "Guidelines to Agencies on Government Debarment and Suspension (Nonprocurement), 2 CFR Part 180. Cook County agrees that it searched the website, www.sam.gov, and found that Cook County has no active exclusion from receiving federal funds. Cook County also agrees to obtain certifications on Debarment and suspension from its third party contractors and subcontracts and otherwise comply with Government regulations. Cook County has signed the Debarment Certification as part of Exhibit C and the attached Opinion of Counsel (attached as Exhibit G).
10. Third Party Disputes or Breaches – Cook County agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and the Federal Transit Administration and the Illinois Department of Transportation reserve the right to concur in any compromise or settlement of any third party contract claim involving Cook County. Cook County will notify the Federal Transit Administration and the Illinois Department of Transportation of any current or prospective major dispute pertaining to any third party contract. If Cook County seeks to name the Government as a party to the litigation, Cook County agrees to inform both the Federal Transit Administration and the Illinois Department of Transportation before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, Cook County will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive the Federal Transit Administration's or the Illinois Department of Transportation's immunity to suit.
11. Lobbying – Cook County agrees that it will not use federal assistance to support lobbying. Cook County certifies that it has complied with Section 1352 of Title 31 U.S.C., pertaining to the restrictions on Lobbying, and with U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, and has signed the attached Lobbying Certification.
12. Air Quality - To the extent applicable, Cook County agrees to comply with all applicable federal laws, regulations, and directives implementing the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q, and:
1. Cook County agrees to comply with applicable requirements of section 176(c) of the CAA, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document,

"Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93, and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, Cook County agrees to implement each air quality mitigation or control measure incorporated in the Project. Cook County further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

2. In the event Cook County is an operator of large public transportation bus fleets, then Cook County agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.
3. Cook County also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.
13. Clean Water and Safe Drinking Water - For all contracts and subcontracts exceeding \$100,000, Cook County agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.* Cook County also agrees to protect underground sources of drinking water, as provided in the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.
14. Fly America - Cook County will comply with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations "Use of United States Flag Air Carriers," 41 CFR Parts 301-10.131 through 301-10.143.

15. INTELLECTUAL PROPERTY

A. Patent Rights

1. In accordance with 37 CFR Part 401, if any invention, improvement, or discovery of Cook County or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Cook County agrees to notify the Illinois Department of Transportation and the Federal Transit Administration immediately and provide a detailed report. The rights and responsibilities of Cook County, third party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof.

2. Cook County agrees to include this item in its third party contracts for planning, studies, research, development, or demonstration under this Project.

B. Rights in Data and Copyrights

1. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.
2. The following restrictions apply to all subject data first produced in the performance of this Agreement:
 - a. Except for its own internal use, Cook County may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Cook County authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.
 - b. As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, the Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for "federal and state government purposes:"
 - i. Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
 - ii. Any rights of copyright to which a Grantee or a third party contractor purchases ownership with federal or state assistance.
2. When the Government provides assistance to a Grantee for a Project involving planning, research, development, or a demonstration, it is generally the Federal Transit Administration's and the Illinois Department of Transportation's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore,

unless the Federal Transit Administration or the State of Illinois determines otherwise, the Grantee of Government assistance to support planning, research, development, or a demonstration financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in sub-item (B)(2) of this item, the Government may make available to any Government grantee, third party contractor, or third party subcontractor, either Government's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become subject data as defined in sub-item (B)(1) of this item and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for Cook County's use which costs are financed in whole or in part with Government assistance for transportation capital projects.

4. Unless prohibited by state law, Cook County agrees to indemnify, save and hold harmless the State of Illinois and the Federal Transit Administration, its officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by Cook County of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. Cook County shall not be required to indemnify the State of Illinois and the Federal Transit Administration for any such liability arising out of the wrongful acts of employees or agents of the Government.
5. Nothing contained in this item on rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Illinois Department of Transportation and the Federal Transit Administration under any patent.
6. The requirements of sub-items (B)(2),(3), and (4) of this item do not apply to material furnished to Cook County by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by Cook County at the time of delivery of such work.
7. Unless the Government determines otherwise, Cook County agrees to include the requirements of sub-item (B)(1) through (B)(6) of this item in its third party contracts for planning, studies, research, development, or demonstration under this Project.
8. Cook County understands and agrees that data and information submitted to the Government may be required to be made available under the Freedom of Information Act or other federal statutes in accordance with 49 CFR Part 19.36, as revised.

16. Energy Conservation - To the extent applicable, Cook County and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency

that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.* In addition, to the extent applicable, Cook County agrees to perform an energy assessment for any building constructed, reconstructed or modified with federal funds, as provided in "Requirements for Energy Assessments," 49 CFR Part 622, Subpart C.

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2015 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Proposers for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF PROPOSER

Name of the Proposer:

Parsons Brinckerhoff, Inc.

Name and Relationship of the Authorized Representative:

Katherine D. Poterjoy, US Gifts and Conflicts of Interest Officer

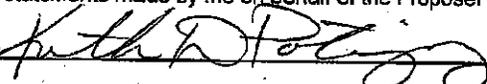
BY SIGNING BELOW, on behalf of the Proposer, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2015, irrespective of whether the individual that acted on his or her Proposer's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Proposer selects on the other side of this document should apply to each Project for which it seeks now, or may later seek FTA funding during Federal Fiscal Year 2015.

The Proposer affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. Chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Proposer are true and accurate.

Signature



Date: July 18, 2016

Name Katherine D. Poterjoy, US Gifts and Conflicts of Interest Officer
Authorized Representative of Proposer

AFFIRMATION OF PROPOSER'S ATTORNEY

For (Name of Proposer): Parsons Brinckerhoff, Inc.

As the undersigned Attorney for the above named Proposer, I hereby affirm to the Proposer that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature



Date: July 18, 2016

Name Hillary F. Jassey, Secretary
Attorney for Proposer

Each Proposer for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Proposer's Attorney pertaining to the Proposer's legal capacity. The Proposer may enter its signature in lieu of the Attorney's signature, provided the Proposer has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

EXHIBIT 1

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	16-4482	Version:	1	Name:	Parsons Brinckerhoff Inc., New York, New York Lincoln Highway
Type:	Contract (Highway)	Status:			Approved
File created:	7/15/2016	In control:			Board of Commissioners
On agenda:	8/3/2016	Final action:			8/3/2016
Title:	PROPOSED CONTRACT				

Department(s): Transportation and Highways

Vendor: Parsons Brinckerhoff Inc., New York, New York

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Consulting Services

Contract Value: \$224,894.03

Contract period: 8/15/2016-8/14/2018 with one (1), one (1) year renewal option.

Potential Fiscal Year Budget Impact:

FY2016 \$50,000.00

FY2017 \$150,000.00

FY2018 \$24,894.03

Accounts: 670-260

Contract Number(s): 1555-14428

Concurrences:

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation.

The Chief Procurement Officer concurs.

Summary: The purpose of the Lincoln Highway Logistics Corridor Strategic Plan is to develop a list of prioritized industrial sites and identify the necessary transportation infrastructure improvements and predevelopment activities essential to their redevelopment. The plan will focus on the industrial district along Lincoln Highway that spans the south Cook County communities of the City of Chicago Heights, the Village of Ford Heights, and the Village of Sauk Village (collectively known as the Lincoln Highway Logistics Corridor) with the ultimate objective of improving their and the County's economy. Section: 14-6FRGT-02-ES 6

The County applied for and received various grants for this project. The County will be reimbursed by the Illinois Department of Transportation in the amount of \$224,894.03.

Request for Proposal (RFP) procedures were followed in accordance with the Cook County Procurement Code. Parsons Brinckerhoff Inc., was selected based on established evaluation criteria.

Sponsors:

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

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
8/3/2016	1	Board of Commissioners	approve	Pass

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EXHIBIT 2

Scope of Services

Lincoln Highway Logistics Corridor Study - Schedule																			
Task	2016						2017												
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1 LITERATURE REVIEW OF LOCATION FACTORS																			
2 CORRIDOR STRENGTHS AND WEAKNESSES																			
3 COMPETITIVE LANDSCAPE ANALYSIS																			
4 INDUSTRY STAKEHOLDER INTERVIEWS																			
5 CARGO/COMMODITY ANALYSIS																			
6 INFRASTRUCTURE AND SITE ANALYSIS / BEST OPPORTUNITIES																			
7 FINANCIAL ANALYSIS																			
8 STRATEGIC DEVELOPMENT PLAN																			

The Performance Period for the study includes the months

This study seeks to analyze how various rail-adjacent, industrially zoned sites, well-suited for cargo oriented development in Chicago Heights, Ford Heights and Sauk Village, collectively designated the Lincoln Highway Logistics Corridor, can be developed for industrial firms that depend upon rail service for delivery of inputs into their manufacturing processes and shipment of finished goods.

These municipalities are crossed by three Class I railroads (the CN, UP, and CSX), and have significant amounts of vacant and abandoned industrial properties available for redevelopment adjacent to these lines. In Sauk Village, owners and real estate brokers have expressed interest in extending rail service to sections of LogistiCenter at Sauk Village and other sites within the Village that lack direct rail connections. Private investment in Sauk Village could generate additional interest in the adjacent towns of Chicago Heights and Ford Heights.

This study will identify the obstacles to, and opportunities for, redeveloping industrial areas adjacent to Class I railroads by providing rail spur service that connects the various Class I railroads to each other as well as to the industrial properties. The study shall also prioritize between needed infrastructure improvements and available sites and establish a critical path of tasks to be completed in an effort to attract private industry to them. While LogistiCenter buildings and infrastructure are modern, comparable industrial areas in the other two municipalities are antiquated and in many cases have been abandoned. In the latter cases, the study shall demonstrate best practices for bringing outdated, inactive facilities back into productive use.

This scope of the work has the following tasks:

1. Literature Review of Rail Served Industrial Location Factors

The consultant will conduct a brief literature review of industrial location factors to better understand (1) how industries relying on or supplying rail services to industrial sites choose their sites and (2) the obstacles and opportunities for putting vacant or abandoned rail-adjacent sites into productive use. The review will look at factors that are keeping industrial properties from being redeveloped in spite of having the potential for direct rail access and will identify best practices for addressing these impediments.

Previous IDOT-funded studies have confirmed private investor/developer interest in locations providing:

- A. Proximity and/or access to key markets to reduce transit time;
- B. The efficient movement of goods from origin to destination with more than one modal alternative available;
- C. Access to competitive labor markets;
- D. A return to the urban core and adaptive reuse;

- E. Appropriate zoning, compatible land use, transportation infrastructure, and community support; and
- F. Lower overall operating costs.

The literature review will be designed to confirm whether these criteria hold true for the Lincoln Highway Logistics Corridor and to determine what other considerations may impact location decisions.

Deliverable: Draft and Final Memorandum on industrial location factors

2. Determination of Lincoln Highway Logistics Corridor's Strengths and Weaknesses Based on Industrial Location Factors

The consultant will apply each of the industrial location factors identified in Task One to the Lincoln Highway Logistics Corridor to show how the Corridor meets or fails to meet each factor. Information from completed freight studies on this area will be used to more expeditiously complete this task. In those instances where the Lincoln Highway Logistics Corridor fails to fulfill the previously identified industrial location factors, the consultant shall explain how to best address these shortcomings and describe the relative importance of each shortcoming.

Deliverable: Draft and Final Memorandum explaining how the Lincoln Highway Logistics Corridor satisfies industrial location factors and prioritizing recommendations for addressing any shortcomings.

3. Analysis of the Competitive Landscape in Northern Illinois and Indiana

The consultant will conduct a market analysis to determine how well the Lincoln Highway Logistics Corridor can compete for potential industrial users or suppliers of freight services against existing Northern Illinois and Indiana industrial parks. The consultant will produce profiles of industrial parks using in-house experience, public data, and interviews. This analysis will identify market and client sectors most likely to be attracted to the Lincoln Highway Logistics Corridor. It will include, but not be limited to, identification of the following information for all competing locations examined:

- Major customers;
- Primary commodities moving into and out of each industrial park;
- Primary services offered;
- Access to major highways, roadways, railroads, and other transportation modes;
- Major barriers to entry into this marketplace;
- Economic data including aggregate property tax, sales tax, and gross sales revenues; and
- Key strengths and weaknesses.

Ideally, the case studies will include examples of both modern and rehabilitated industrial areas to reflect the Corridor's present conditions.

Deliverable: Draft and Final Case studies of four rail served industrial areas that establish the Lincoln Highway Logistics Corridor's competitive position in relation to them.

4. Industry Stakeholder Interviews

The consultant will interview industrial users that could benefit from doing business in the Lincoln Highway Logistics Corridor. These may include but are not limited to exporters, freight forwarders, importers, manufacturing companies, ocean carriers, railroads, real estate developers, third party logistics providers, and trucking companies. The consultant will develop interview questions for each of these groups to determine whether the Lincoln Logistics Corridor may be a viable location for them. These interviews will also provide more information about the types of industries that might be attracted to the Lincoln Highway Logistics Corridor, the reasons why they might find this area attractive to their business or businesses, and key improvements that must be in place before industrial users will consider locating there.

Deliverable: Draft and Final Summary of between 12 and 20 stakeholder interviews with key findings

5. Regional Cargo Goods Movement Assessment- Commodity Analysis

The study will assess how manufacturers are accessing inputs to their production processes and shipping finished goods. This task will include, but not be limited to, the following activities when assessing key commodity cargo flows and trends in Northern Illinois:

- Determine which types of manufacturing companies are most likely to use industrial rail access in Northeastern Illinois.
- Take into consideration changing trends in the manufacturing location decisions. For example, the dramatically falling price of natural gas is creating a new opportunity for the expansion of manufacturing companies. This is particularly true for firms that use natural gas as feed stocks to their production processes as plastics and chemical manufacturers do.
- Take into account the value of being able to access multiple regions of the Country, continent and coastal ports from the same industrial corridor.

Deliverable: Draft and Final Memo identifying industries to be targeted by North American Industry Classification System (NAICS) code and commodity.

6. Infrastructure and Site Analysis to Rank Best Opportunities for Industrial Development

The consultant shall review up to 25 specific industrial sites in the Lincoln Highway Logistics Corridor and determine each site's ownership, condition, and location of existing infrastructure (including its roadways, rail facilities, storm and sanitary sewers, water services, and electrical and natural gas utilities). The consultant shall also determine what, if any, improvements are needed at each site.

The analysis will include a review of methods of how to link sites together to provide access to multiple railways including new technologies and organizational structure. Site analyses will also identify ownership, tax status, title issues, and the potential for environmental contamination in addition to assessing the adequacy of existing structures for reuse. As needed, this task should also examine the degree to which wetlands and/or flood plains impact site development and whether water detention and green infrastructure improvements will be needed.

Deliverable: Rank listing of up to 25 industrial sites within the study area that includes a description of the competitive advantages of each, its shortcomings, and infrastructure investments and/or predevelopment tasks that are needed to make each marketable.

7. Produce a financial analysis that includes cost estimates and potential sources of revenue to implement the strategic plan

The consultants will produce a financial analysis outlining the costs of developing ten priority industrial sites with direct rail service and possible funding sources to cover those costs. Estimates will include costs associated with infrastructure, utility, and site preparation improvements. The inventory of federal, state, and local fund sources will delineate the relevance of each fund source for specific purposes, historical uses to which funds have been put, an assessment of the likelihood of fund awards, and the potential yield that can be expected by source. The financial analysis will organize costs and revenues by:

- Time, denoting near-term, mid-range, and long-range expenditures and revenue sources;
- Project type (road, rail, utility, site preparation, etc.); and
- Jurisdiction.

Deliverable: Draft and Final Financial Resources Technical Report summarizing cost estimates by site and purpose and potential financial strategies to bring the top ten priority development sites on-line.

8. Formulate a Strategic Development Plan for Lincoln Highway Logistics Corridor

The consultants will incorporate the information identified in the deliverables into a Strategic Development Plan for the Lincoln Highway Logistics Corridor. It will also identify priority infrastructure improvements, sites within the study area, and potential funding sources for plan implementation. It will also focus on bringing

priority sites to shovel-ready status so marketing to private investors can begin.

To ensure that as many of these items as possible are covered during the planning process, the Cook County Department of Transportation and Highways will form a Technical Review Committee consisting of representatives from the South Suburban Mayors and Managers Association, the Chicago Southland Economic Development Corporation, the Southland Chamber of Commerce, the municipalities of Chicago Heights, Ford Heights and Sauk Village, the Chicago Metropolitan Agency for Planning, the Illinois Department of Transportation's Division of Public and Intermodal Transportation, Cook County's Departments of Planning and Development and Environmental Control, Class I Railroads, industrial real estate brokers and developers, and other interested parties to provide guidance and substantive input into the plan's development in an effort to make sure it is implemented.

Deliverable: Draft and Final Strategic Development Plan for the Lincoln Highway Logistics Corridor. The Consultant shall provide an editable, electronic copy of the Draft Report to IDOT for their review.

9. Outreach/Communications

Targeted Groups - The outreach will target the three study municipalities (Sauk Village, Chicago Heights and Ford Heights), freight brokers, and the railroads. The city of Chicago Heights has an economic development consultant who will also be a good contact and also provide leads for persons to interview.

Framework - The Technical Committee will be among the most important groups to direct the project goals and identify key persons to interview. The Consultant and the County will establish this committee as a first step prior to the start of the study.

Frequency - The meetings/presentations need not be focused exclusively around the study; instead, a series of direct public project meetings will be held. The Consultant and County agreed on a bi-monthly and/or 1/2 meetings as the default frequency. The Cook County will attend all the meetings specifically for the project. When a meeting is held, it will be held in a room supported by county funds and not to be used for non-project related meetings/presentations.

Locations - Meetings/presentations in the study area will be coordinated by the municipalities who will likely be able to provide meeting space as needed. The Consultant was instructed by the County attendees to check with Ed Poesel (SSEMMA) or Reggie Greenwood (SEDC) prior to contacting Ford Heights for meeting space.

The Consultant and County agreed that **Task 5 - Goods Movement / Commodity Flow Analysis** will be moved up to the start of the study.

EXHIBIT 3

Key Personnel / Organization Chart

5.2.5 Key Personnel Commitment Chart

The Parsons Brinckerhoff team is available and committed to work for Cook County. In Form C, we have identified the current and future commitments of our project manager Rick Powell, as well as the nine members of our planning team. The project manager and the members of the planning team will assume the main responsibilities needed to accomplish the requirements as shown in the scope of services.

RFP: 1555-14428

FORM C-CURRENT AND FUTURE COMMITMENTS OF KEY PERSONNEL

NAME OF PROPOSER: **Parsons Brinckerhoff, Inc.**

Proposer will provide all information noted below:
Proposer should provide the time commitment of each key personnel.

NAME OF KEY PERSONNEL	POSITION /TITLE	NAME OF PROJECT	LOCATION OF PROJECT	% OF TIME COMMITTED TO EACH PROJECT	END DATE OF COMMITMENT
Rick Powell	Project Manager	IL-178 over the Illinois River Phase II	Ullua, Illinois	15%	August 2016
	Project Manager	IL-100/106 over the Illinois River Phase I	Scott/Pike Counties, Illinois	20%	August 2016
	Project Engineer	I-290 from I-294 to Racine Ave. Phase I	Cook County, Illinois	20%	July 2016
Alan Meyers	Task Lead	Sparrows Point	Baltimore, Maryland	5%	January 2016
	Project Manager	Ocala Intermodal Logistics Center	Ocala, Florida	10%	February 2016
	Project Manager	NJTPA Waterborne Facilities Assessment	Newark, New Jersey	10%	June 2016
	Subconsultant Project Manager	BSRC Regional Freight Plan	Quad Cities, Iowa/Illinois	5%	September 2016
Ron Shimizu	Project Manager	FDOT Freight Data Inventory	Tallahassee, Florida	10%	January 2016
	Deputy Project Manager	IDOT I-290 Phase I Study	Cook County, Illinois	50%	June 2016
Joe Gurskie	Project Manager	IDOT Various Multimodal Planning Assistance	Statewide, Illinois	10%	October 2016
	Project Manager	Distrid of Columbia Rail Plan	Washington, DC	30%	December 2016
Mike Schaelefeld	Project Manager	North Dakota State Rail Plan	Bismarck, ND	30%	December 2016
	Principal Contact/Researcher	I-57 Development District	Righton Park, Illinois	20%	October 2016
Libby Ogard	Transportation Planning Support Services	South Suburban Mayors and Managers Association Transportation Planning and Programming	East Hazel Crest, Illinois	20%	November 2016
	Administration Support Services	Village of Hazel Crest - Management Support Activities	Hazel Crest, Illinois	10%	November 2016
	Freight Outreach Activities Lead	Iowa State Rail Plan	Statewide, Iowa	20%	September 2015
Marty Lupa	Task Lead	Chicago CREATE On-Call	Chicago, Illinois	5%	January 2016
	Evaluation Lead	Port of New Orleans Rail Evaluation	New Orleans, Louisiana	15%	January 2017
	Traffic Impact Analysis Lead	The Potential for Mode Conversion to Rail Service in Wisconsin	Statewide, Wisconsin	5%	December 2015
	Technical Lead	I-290 Travel Model	Chicago, Illinois	10%	December 2017
Tom Hester	Technical Lead	IL-63 Traffic	Chicago, Illinois	5%	December 2016
	Freight Modeling Lead	North Dakota State Rail Plan	Chicago, Illinois	20%	July 2016
	Travel Model Lead	Niagara Falls Model Application	Chicago, Illinois	20%	February 2016
	Travel Model Lead	Colorado Springs Model Update	Chicago, Illinois	15%	December 2016
Mark Briggs	Project Manager	Feasibility Study	Sachse, Texas	10%	August 2016
	Project Manager	Development Zoning Study	Lewisville, Texas	10%	November 2015
	Project Manager	North Kansas City Master Plan	North Kansas City, Missouri	10%	March 2016
	Lead Land Planner	Sparrows Point Terminal Master Plan	Baltimore, Maryland	5%	January 2016
Joe Bryan	Finance Lead	Atlanta BeltLine	Atlanta, Georgia	20%	July 2016
	Station Area Planning/Finance	California High Speed Rail	Statewide, California	20%	July 2016
	Finance Lead	Rhode Island Department of Transportation	Providence, Rhode Island	10%	December 2015
Joe Bryan	Project Manager	Atlanta Regional Freight Mobility Plan Update	Atlanta, Georgia	5%	December 2015
	Project Manager	JFK Air Cargo Market Study	New York, New York	10%	November 2015
	Project Manager	Triangle (Raleigh/Durham) Regional Freight Framework	Raleigh, North Carolina	5%	December 2016
	Project Manager	Sun Corridor Freight Framework Study, Phase 2	Phoenix, Arizona	10%	February 2017
	Senior Advisor	Various	Various	20%	Ongoing

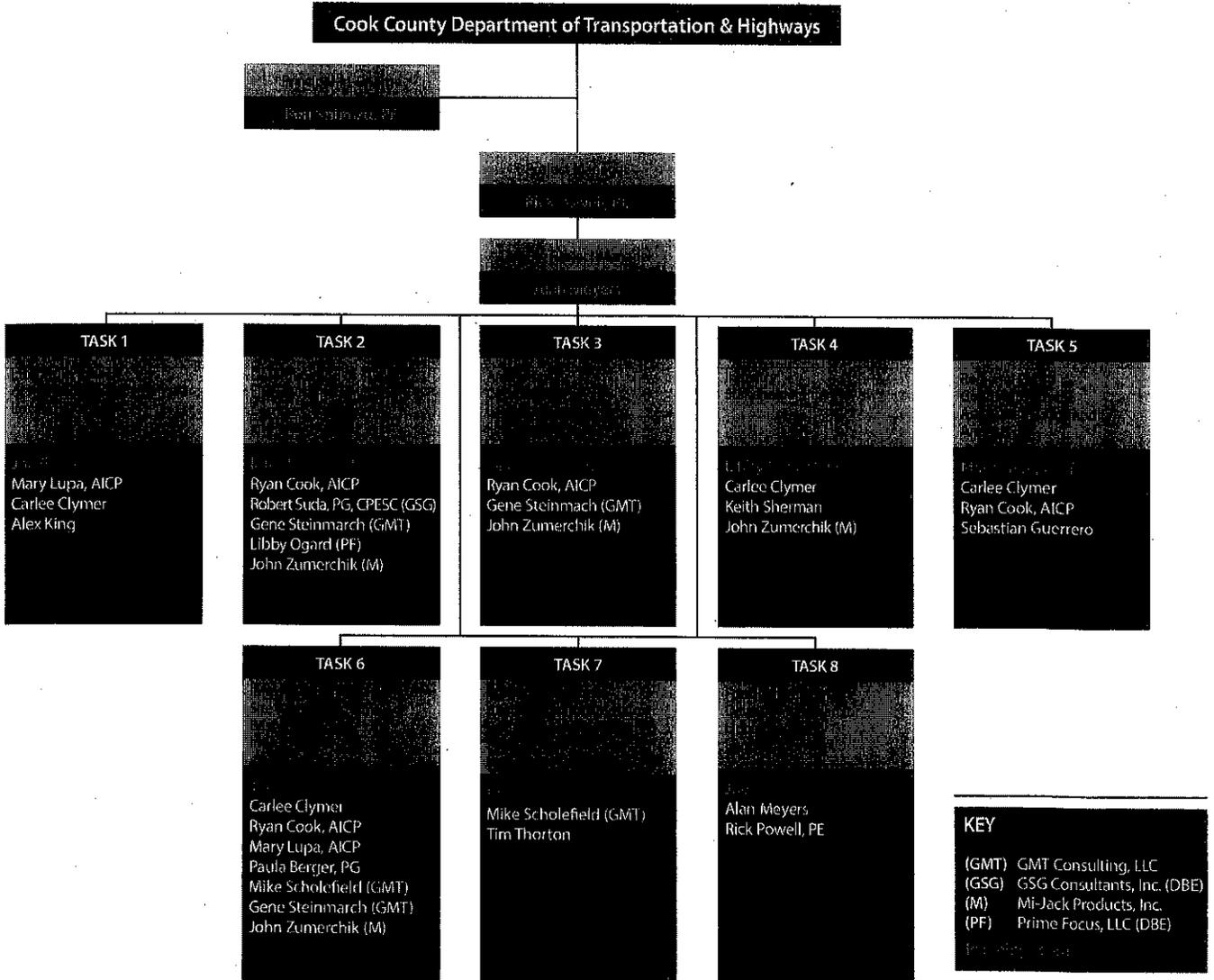
Copy this form to add additional pages as necessary

DATE: 7/2/2015

TOTAL PAGES: 1

Organization of the Parsons Brinckerhoff Project Team

Parsons Brinckerhoff has assembled an experienced and qualified team for the Lincoln Highway Logistics Corridor Study. Our team consists of rail and freight specialists, south suburban industrial real estate authorities, brownfield remediation professionals and a team of the best freight business practice leaders in the industry. By combining Parsons Brinckerhoff national experts with our local staff's knowledge of Illinois infrastructure and industry, we have created an unparalleled team for the effort in the LHLC.



The team and personnel structure for this study is presented in the organization chart shown above. We nominate Rick Powell, PE as project manager, with Ron Shimizu, PE, serving as principal-in-charge and Alan Meyers as deputy project manager. They will be supported by a team of professionals and technical leaders with national reputations, and local subconsultant team members with experience in the many aspects of freight rail operations planning, industrial real estate valuation and brownfields identification. The heart of this effort is to identify and make "shovel-ready" industrial properties in the LHLC. We have assembled the right team to do the job.

If we encounter specific issues that cannot be addressed sufficiently by our study team, we will not hesitate to find the right person in Parsons Brinckerhoff to appropriately address the issue. With nearly 14,000 employees around the world, and additional resources of the 17,000 employees of our parent company WSP Global, we have the ability to draw on expertise in a wide range of disciplines.

EXHIBIT 4

Schedule of Compensation Prices / Overhead rates firm for the base contract term

AVERAGE HOURLY PROJECT RATES

FIRM Parsons Brinckerhoff
PSB 1555-14428
PRIME/SUPPLEMENT Prime

DATE 12/07/15

SHEET 1 OF 2

PAYROLL CLASSIFICATION	TOTAL PROJECT RATES			1. Literature Review			2. Strength & Weakness			3. Competitive Landscape			4. Industry Interviews			5. Cargo/Com Analysis		
	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Planning Manager P-14	26	4.46%	4.15	2	4.55%	4.23	4	5.88%	5.48	4	13.33%	12.41	2	7.69%	7.16	4	3.03%	2.82
Sr. Eng Manager P-14	104	17.84%	14.86	6	13.64%	11.36	12	17.65%	14.70	10	33.33%	27.77	12	46.15%	38.45	8	6.06%	5.05
Prin Consultant II P-14	98	16.81%	17.01	10	22.73%	23.00	12	17.65%	17.86				12	46.15%	46.70	4	3.03%	3.07
Sr Supv Planner P-13	62	10.63%	7.47	16	36.36%	25.54										36	27.27%	19.16
Tech Specialist II P-9	102	17.50%	6.49	6	13.64%	5.06										52	39.39%	14.61
Consultant III P-12	0																	
Lead Planner P-11	113	19.38%	8.30				40	58.82%	26.72	12	40.00%	18.17				20	15.15%	6.88
Assoc Consultant III P-9	0																	
Environmental Lead	16	2.74%	1.90															
Prin Consultant III P-15	24	4.12%	4.97															
Admin Assistant P-8	18	3.09%	0.83							4	13.33%	3.59				8	6.06%	1.63
Engineer II P-9	20	3.43%	1.29	4	9.09%	3.42												
	0																	
	0																	
	0																	
	0																	
	0																	
	0																	
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	0																	
TOTALS	583	100%	\$67.78	44	100.00%	\$72.61	68	100%	\$64.75	30	100%	\$61.95	26	100%	\$92.31	132	100%	\$63.22

AVERAGE HOURLY PROJECT RATES

FIRM Parsons Brinckerhoff
PSB 1555-14428
PRIME/SUPPLEMENT Prime

DATE 12/07/15

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6. Site Analysis/Best Opp			7. Financial Analysis			8. Strategic Plan			9. Presentations/Meetings			Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg						
Planning Manager P-14	93.08	4	4.26%	3.96	2	2.74%	2.55	4	5.41%	5.03									
Sr. Eng Manager P-14	83.31	12	12.77%	10.64	8	10.96%	9.13	16	21.52%	18.01	20	47.62%	39.67						
Prin Consultant II P-14	101.18	24	25.53%	25.83	8	10.96%	11.09	16	21.52%	21.88	12	28.57%	28.91						
Sr Supv Planner P-13	70.24										10	23.81%	16.72						
Tech Specialist II P-9	37.09	16	17.02%	6.31	16	21.92%	8.13	12	16.22%	6.02									
Consultant III P-12	68.86																		
Lead Planner P-11	45.42	14	14.89%	6.76	15	20.55%	9.33	12	16.22%	7.37									
Assoc Consultant III P-9	44.36																		
Environmental Lead	69.15	16	17.02%	11.77															
Prin Consultant III P-15	120.77				24	32.88%	39.71												
Admin Assistant P-8	26.96							6	8.11%	2.19									
Engineer II P-9	37.67	8	8.51%	3.21				8	10.81%	4.07									
TOTALS		94	100%	\$68.49	73	100%	\$79.94	74	100%	\$64.56	42	100%	\$85.31	0	0%	\$0.00	0	0%	\$0.00

"Services By Others" Tabulation for Parsons Brinckerhoff Cost Estimate

Task	Services					DBE per task
	GSG (DBE)	MiJack	GMT	Prime F (DBE)	by Others	
Literature Review					\$ -	\$ -
Strength & Weakness	\$ 1,793.78	\$ 2,500.00	\$ 4,050.00	\$ 10,800.00	\$ 19,143.78	\$ 12,593.78
Competitive Landscape			\$ 450.00	\$ 32,645.00	\$ 33,095.00	\$ 32,645.00
Industry Interviews		\$ 2,500.00	\$ 600.00	\$ 15,855.00	\$ 18,955.00	\$ 15,855.00
Cargo/Com Analysis		\$ 2,500.00			\$ 2,500.00	\$ -
Site Analysis/Best Opp	\$ 20,927.41	\$ 2,500.00	\$ 4,075.00		\$ 27,502.41	\$ 20,927.41
Financial Analysis			\$ 2,400.00		\$ 2,400.00	\$ -
Strategic Plan						
Presentations/Meetings				\$ 1,200.00	\$ 2,800.00	\$ 1,200.00
Firm Totals	\$ 22,721.19	\$ 10,000.00	\$ 13,175.00	\$ 60,500.00	\$ 106,396.19	\$ 83,221.19

MH per subconsultant 152 300 128 400 980 552

EXHIBIT 5

Minority and Women Owned Business Enterprise Commitment Policy
and Goals/Utilization Plans

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as Disadvantaged Business Enterprise (DBE) as both prime and sub-contractors pursuant to the requirements of the federal regulations, 49 CFR part 26.
- B. **The County shall set contract-specific goals, based on the availability of DBEs that are certified to provide commodities or services specified in this solicitation document. The DBE participation goals for this Agreement is 35%.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified DBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for DBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific DBE participation goals may be achieved by the proposed Bidder or Proposer's status as an DBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more DBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more DBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more DBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more DBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the DBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. Intentionally left blank.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit shall control. ;
- F. A Consultant's failure to carry out its commitment regarding DBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific DBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant DBE firms; and (2) current

Letters of Certification as a DBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for DBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. DBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the DBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant DBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified DBE firms, they shall be identified as a DBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the DBE Compliance Forms, executed by each DBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each DBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the DBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed DBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed DBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant DBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for DBE status:

- Illinois Department of Transportation
- City of Chicago
- Chicago Transit Authority
- Metra
- Pace

These five state agencies established the Illinois Unified Certification Program or called (IL UCP).

The Contract Compliance Director may reject the certification of any DBE on the ground that it does not meet the requirements of the federal regulation, 49 CFR Part 26, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves DBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for DBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable DBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF DBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize DBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of DBE Participation Goals" – Form 3 of the DBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.

3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified DBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize DBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential DBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable DBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, during its performance of the Contract, may not change the original DBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a DBE Contract, reducing the scope of the work to be performed by a DBE, or decreasing the price to a DBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.
- B. Where a Person listed under the Contract was previously considered to be a DBE but is later found not to be, or work is found not to be creditable toward the DBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified DBE as its replacement. Failure to obtain an DBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported DBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an DBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures

promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. DBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with DBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:
Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

January 13, 2016

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

Ms. Shannon E. Andrews
Chief Procurement Officer
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1555-14428
Lincoln Highway Corridor Strategic Plan
Department of Transportation and Highways

Dear Ms. Andrews:

The following bid for the above-referenced contract has been reviewed for compliance with the General Conditions regarding the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Bidder: Parsons Brinckerhoff, Inc.
Contract Value: \$224,894.03
Contract Goal: 35% DBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
GSG Consultants, Inc.	DBE	Metra	10.1% (Direct)
Prime Focus, LLC	DBE	IDOT	26.9% (Direct)
Total			37%

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ate

Cc: Donna Rusin, OCPO
Maria Choca Urban, DOTH

DBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all DBE firms included in this Plan are certified DBEs by at least one of the entities listed in the Illinois Unified Certification Program (IL UCP DBE Directory).

I. **BIDDER/PROPOSER DBE STATUS:** (check the appropriate line)

- Bidder/Proposer is a certified DBE 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 DBE. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the DBE 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 DBE firm, nor a Joint Venture with DBE partners, but will utilize DBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of DBE Firms Indirect Participation of DBE 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.

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

DBE Firm: GSG Consultants, Inc.

Address: 855 West Adams Street, Suite 200

E-mail: asassila@gsg-consultants.com

Contact Person: Ala Sassila Phone: 312-733-6262

Dollar Amount Participation: \$22,721.19

Percent Amount of Participation: _____ 10.1%

*Letter of Intent attached? Yes No

*Letter of Certification attached? Yes No

DBE Firm: Prime Focus, LLC

Address: 2700 Hawthorne Lane, Wilmette, Illinois 60091

E-mail: logard@new.rr.com

Contact Person: Elizabeth Ogard Phone: 847-920-9300

Dollar Amount Participation: \$60,500

Percent Amount of Participation: _____ 26.9%

*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)

DBE Firm: GSG Consultants, Inc. Certifying Agency: Metra
Address: 855 W. Adams Street, Suite 200 Certification Expiration Date: 04/06/2016
City/State: Chicago, Illinois Zip: 60607 FEIN #: 36-3844478
Phone: (312) 733-6262 Fax: (312) 733-5612 Contact Person: Ala Sassila
Email: asassila@gsgconsultants.com Contract #: 1555-14428
Participation: Direct Indirect

Will the DBE firm be subcontracting any of the performance of this contract to another firm?
No Yes If "Yes", please attach explanation. Proposed Subcontractor: _____

The undersigned DBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:
Task 2: Strengths and Weaknesses; Task 6: Site Analysis/Best Opp

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:
\$22,721.19, 10.1%, 30 days from date of invoice

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

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



Signature (M/WBE)

Ala Sassila

Print Name

GSG Consultants, Inc.

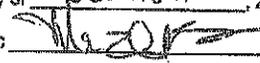
Firm Name

12-15-2015

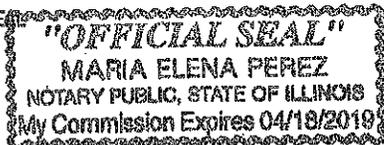
Date

Subscribed and sworn before me

this 13th day of December, 2015.

Notary Public 

SEAL





Signature (Prime Bidder/Proposer)

Diane O'Keefe

Print Name

Parsons Brinckerhoff, Inc.

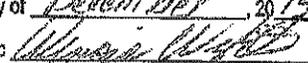
Firm Name

12-21-15

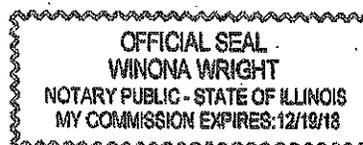
Date

Subscribed and sworn before me

this 21st day of December, 2015.

Notary Public 

SEAL



COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

DBE Firm: Prime Focus, LLC Certifying Agency: Illinois Department of Transportation
Address: 2700 Hawthorne Lane Certification Expiration Date: _____
City/State: Wilmette, Illinois Zip: 60091 FEIN #: 186-46-6742
Phone: (847) 920-9300 Fax: _____ Contact Person: Elizabeth Ogard
Email: logard@new.rr.com Contract #: 1555-14428
Participation: Direct Indirect

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

No Yes _____ If "Yes", please attach explanation. Proposed Subcontractor: _____

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

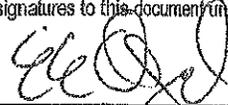
Task 2: Strengths and Weaknesses, Task 3: Competitive Landscape, Task 4: Industry Interview;
Task 5: Cargo/Com Analysis, Task 6: Site Analysis/Best Opp, Task 7: Financial Analysis,
Task 9: Presentations/Meetings

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

\$60,500.00, 26.9%, 30 days from date of invoice

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

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



Signature (MWBE)
Elizabeth Ogard

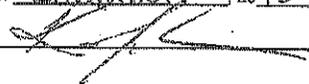
Print Name
Prime Focus, LLC

Firm Name
Prime Focus LLC

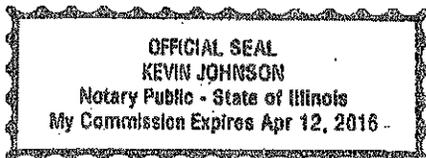
Date

Subscribed and sworn before me

this 15 day of December, 2015

Notary Public 

SEAL





Signature (Prime Bidder/Proposer)
Diane O'Keefe

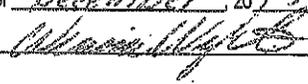
Print Name
Parsons Brinckerhoff, Inc.

Firm Name
12-21-15

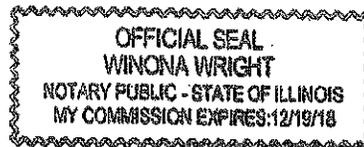
Date

Subscribed and sworn before me

this 21st day of December, 2015

Notary Public 

SEAL





Illinois Department of Transportation

Prime Focus, LLC

is hereby certified as a

Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control only and supercedes any authorization or listing previously issued.

Handwritten signature of Ann L. Schneider in black ink.

Ann L. Schneider
Secretary
Illinois Department of Transportation

Handwritten signature of Debra A. Clark in black ink.

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

Effective the 20th day of March 2012



547 W. Jackson Blvd. Chicago, IL 60661 (312) 322-6900 TTY# 1-312-322-6774

April 7, 2015

Guillermo Garcia
GSG Consultants, Inc.
855 W. Adams Street – STE 200
Chicago, IL 60607

Dear Mr. Garcia:

Metra has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due April 6, 2016. Notification will be sent to you sixty (60) days prior to this date.

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

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

Your firms name will appear in the IL UCP directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed at www.metro-rail.com under the Business Diversity DBE link. Your firm's name will appear in the IL UCP DBE Directory under the following:

NAICS Code: 541620, 541330, 238910, 541690

Specialty: 541620 – Environmental Consultants
541330 – Geotechnical Engineering, Civil Engineering, Construction Inspection,
Industrial Hygiene
238910 – Drilling Services
541690 – Safety Consulting Services

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Sincerely,

Justice R. Thomas, CPPB
Senior Director

Office of Business Diversity and Civil Rights

BR



GSG Consultants, Inc.

is hereby certified as a

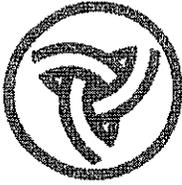
Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control and supersedes any authorization or listing previously issued.

541620, 541330, 238910, 541690

NAICS Code(s): Description of company products/services as defined by the North American Industry Classification System (NAICS)


Janice R. Thomas, CPFS - Senior Director



Illinois Department of Transportation

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

July 2, 2015

CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Elizabeth Ogard
Prime Focus, LLC
918 Fox River Dr.
De Pere, WI 54115

To Whom It May Concern:

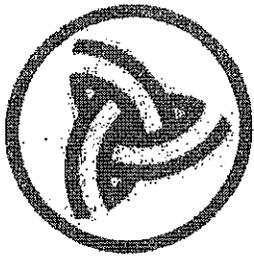
Prime Focus, LLC's No Change Affidavit is presently under review. Until such time as a decision is rendered, the firm remains certified as a Disadvantaged Business Enterprise with the Illinois Unified Certification Program.

Should you have any questions, feel free to contact my office at (217) 782-5490.

Sincerely,

A handwritten signature in black ink that reads "Debra A. Clark".

Debra A. Clark, Manager
Certification Section
Bureau of Small Business Enterprises



Illinois Department of Transportation

Prime Focus, LLC

is hereby certified as a

Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control only and supercedes any authorization or listing previously issued.

Ann L. Schneider
Secretary
Illinois Department of Transportation

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

Effective the 20th day of March 2012

Contract No. 1555-14428
Lincoln Highway Logistic
Corridor Strategic Plan

EXHIBIT 6

Identification of Subconsultant Form

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1555-14428	Date: July 6, 2015
Total Bid or Proposal Amount: \$250,000	Contract Title: Lincoln Highway Logistics Corridor Strategic Plan
Contractor: Parsons Brinckerhoff, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: GMT Consulting, LLC
Authorized Contact for Contractor: Diane O'Keefe	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Michael Scholefield
Email Address (Contractor): okeefedm@pbworld.com	Email Address (Subcontractor): 250mjs@comcast.net
Company Address (Contractor): 30 North LaSalle Street, Suite 4200	Company Address (Subcontractor): 801 Park Drive
City, State and Zip (Contractor): Chicago, Illinois 60602	City, State and Zip (Subcontractor): Flossmoor, Illinois 60422
Telephone and Fax (Contractor) T: 312-803-6500 / F: 312-782-1684	Telephone and Fax (Subcontractor) T: 708-814-8285 / F: 708-365-6105
Estimated Start and Completion Dates (Contractor) September 2015 - December 2016	Estimated Start and Completion Dates (Subcontractor) September 2015 - December 2016

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Providing expertise on municipal administration, planning and finance for Tasks 2, 3, 6 and 7.	\$14,875

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved DBE Utilization Plan. Any changes to the contract's approved DBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor
Parsons Brinckerhoff, Inc.

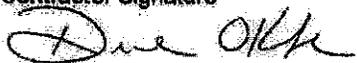
Name
Diane O'Keefe

Title
Vice President/Illinois Area Manager

July 6, 2015

Prime Contractor Signature

Date



7-6-15

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1555-14428	Date: July 6, 2015
Total Bid or Proposal Amount: \$250,000	Contract Title: Lincoln Highway Logistics Corridor Strategic Plan
Contractor: Parsons Brinckerhoff, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: GSG Consultants, Inc.
Authorized Contact for Contractor: Diane O'Keefe	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Ala Sassila
Email Address (Contractor): okeefedm@pbworld.com	Email Address (Subcontractor): asassila@gsg-consultants.com
Company Address (Contractor): 30 North LaSalle Street, Suite 4200	Company Address (Subcontractor): 855 West Adams Street, Suite 200
City, State and Zip (Contractor): Chicago, Illinois 60602	City, State and Zip (Subcontractor): Chicago, Illinois 60607
Telephone and Fax (Contractor) T: 312-803-6500 / F: 312-782-1684	Telephone and Fax (Subcontractor) T: 312-733-6262/312-733-5612
Estimated Start and Completion Dates (Contractor) September 2015 - December 2016	Estimated Start and Completion Dates (Subcontractor) September 2015 - December 2016

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Environmental assessment of brownfields and GIS support for Task 2.	\$24,774.62

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved DBE Utilization Plan. Any changes to the contract's approved DBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor
Parsons Brinckerhoff, Inc.

Name
Diane O'Keefe

Title
Vice President/Illinois Area Manager

July 6, 2015

Prime Contractor Signature

Date



7-6-15

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1555-14428	Date: July 6, 2015
Total Bid or Proposal Amount: \$250,000	Contract Title: Lincoln Highway Logistics Corridor Strategic Plan
Contractor: Parsons Brinckerhoff, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Mi-Jack Products
Authorized Contact for Contractor: Diane O'Keefe	Authorized Contact for Subcontractor/Supplier/ Subconsultant: John Zumerchik
Email Address (Contractor): okeefedm@pbworld.com	Email Address (Subcontractor): JZumerch@qsales.com
Company Address (Contractor): 30 North LaSalle Street, Suite 4200	Company Address (Subcontractor): 3111 West 167th Street
City, State and Zip (Contractor): Chicago, Illinois 60602	City, State and Zip (Subcontractor): Hazel Crest, Illinois 60429
Telephone and Fax (Contractor) T: 312-803-6500 / F: 312-782-1684	Telephone and Fax (Subcontractor) T: 708-596-5200 / F: 708-850-4752
Estimated Start and Completion Dates (Contractor) September 2015 - December 2016	Estimated Start and Completion Dates (Subcontractor) September 2015 - December 2016

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Support staff for Tasks 2, 3, 4 & 6 serving as a consultant to bring knowledge and insight of freight and the industrial real estate market.	\$10,000

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved DBE Utilization Plan. Any changes to the contract's approved DBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor
Parsons Brinckerhoff, Inc.

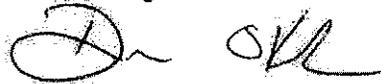
Name
Diane O'Keefe

Title
Vice President/Illinois Area Manager

July 8, 2015

Prime Contractor Signature

Date



7-8-2015

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="radio"/> Disqualification	
<input type="radio"/> Check Complete	

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1555-14428	Date: July 6, 2015
Total Bid or Proposal Amount: \$250,000	Contract Title: Lincoln Highway Logistics Corridor Strategic Plan
Contractor: Parsons Brinckerhoff, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Prime Focus, LLC
Authorized Contact for Contractor: Diane O'Keefe	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Elizabeth Ogard
Email Address (Contractor): okeefedm@pbworld.com	Email Address (Subcontractor): logard@new.rr.com
Company Address (Contractor): 30 North LaSalle Street, Suite 4200	Company Address (Subcontractor): 2700 Hawthorn Lane
City, State and Zip (Contractor): Chicago, Illinois 60602	City, State and Zip (Subcontractor): Wilmette, Illinois
Telephone and Fax (Contractor) T: 312-803-6500 / F: 312-782-1684	Telephone and Fax (Subcontractor) T: 847-920-9300 / F: N/A
Estimated Start and Completion Dates (Contractor) September 2015 - December 2016	Estimated Start and Completion Dates (Subcontractor) September 2015 - December 2016

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Leading effort for analysis of competitive landscape for industry (Task 3), and stakeholder interview (Task 4), as well as contributing to SWOT analysis (Task 2).	\$62,500

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved DBE Utilization Plan. Any changes to the contract's approved DBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor
Parsons Brinckerhoff, Inc.

Name
Diane O'Keefe

Title
Vice President/Illinois Area Manager

July 6, 2015

Prime Contractor Signature

Date



7-6-15

EXHIBIT 7

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: Parsons Brinckerhoff, Inc.

ADDRESS: 30 N. LaSalle Street, Suite 4200, Chicago, IL 60602

TELEPHONE: 312-803-6500

CONTACT NAME: Diane O'Keefe

CONTACT EMAIL: okeefedm@pbworld.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.

See Attachment A - List of Parsons Brinckerhoff, Inc.'s Affiliates

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: RFP No. 1555-14428
- 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:
Cook County 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? [] Yes or [X] No.
If yes, please state the other Contract Number(s) and the Nature of Services.
-
-

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

Katherine D. Poterjoy

Name (Type or Print)

Senior Compliance Manager

Title

July 2, 2015

Date

EXHIBIT 8

FTA Certification Regarding Lobbying

FTA Certification Regarding Lobbying

(49 CFR Part 20)

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, **, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official	Date
	July 2, 2015
Title of Contractor's Authorized Official	
Katherine D. Poterjoy, Senior Compliance Manager for **Parsons Brinckerhoff, Inc.	

Contract No. 1555-14428
Lincoln Highway Logistic
Corridor Strategic Plan

EXHIBIT 9

Economic Disclosure Statement and Execution Document

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. 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, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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 who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement. Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33'E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant 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 34-171.*

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 APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

None

2. LOCAL BUSINESS INFORMATION (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

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

Yes: X No: _____

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

30 N. LaSalle Street, Suite 4200, Chicago, IL 60602

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

Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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-6) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant 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 Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant 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 Applicant must explain below:

None

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant 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.

"Person" "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. A Person 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 Parsons Brinckerhoff, Inc.
 D/B/A: _____ FEIN NO.: 11-1531569
 Street Address: One Penn Plaza
 City: New York State: NY Zip Code: 10119
 Phone No.: 212-465-5000 Fax Number: 717-859-7926 Email: poterjoykd@pbworld.com

Cook County Business Registration Number: _____
 (Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

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 Person 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
Parsons Brinckerhoff Group LLC	One Penn Plaza, New York, NY 10119	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
None		

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

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See Attachment A			

Declaration (check the applicable box):

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Gregory A. Kelly
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

kelly@pbworld.com
E-mail address

President
Title

December 18, 2015
Date

212-465-5000
Phone Number

Subscribed to and sworn before me
this 18th day of Dec, 2015

[Signature]
Notary Public Signature

My commission expires:

MARIE THERESE MCKAY
Notary Public, State of New York
No. 01MC299948
Notary Qualified in Queens County
Commission Expires Aug. 5, 2017

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.

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"Person" "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. A Person 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 Parsons Brinckerhoff Group LLC

D/B/A: _____ FEIN NO.: 13-2918878

Street Address: One Penn Plaza

City: New York State: NY Zip Code: 10119

Phone No.: 212-465-5000 Fax Number: 717-859-7926 Email: poterjoykd@pbworld.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

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 Person 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
Parsons Brinckerhoff Holdings Inc.	One Penn Plaza, New York, NY 10119	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

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

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See Attachment A			

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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Gregory A. Kelly
Name of Authorized Applicant/Holder Representative (please print or type)
[Signature]
Signature
kelly@pbworld.com or poterjoykd@pbworld.com*
E-mail address

President & CEO
Title
December 18, 2015
Date
(212) 465-5000
Phone Number

Subscribed to and sworn before me
this 18th day of Dec, 20 15

[Signature]
Notary Public Signature

My commission expires:
MARIE THERESE MCKAY
Notary Public, State of New York
No. 01MC6266948
Qualified in Queens County
Commission Expires Aug. 5, 2017
Notary Seal

*This email will direct questions to Katherine D. Poterjoy, Sr.
Compliance Manager.

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.

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This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person 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 Parsons Brinckerhoff Holdings Inc.

D/B/A: _____ FEIN NO.: 27-0900427

Street Address: One Penn Plaza

City: New York State: NY Zip Code: 10119

Phone No.: 212-465-5000 Fax Number: 717-859-7926 Email: poterjoykd@pbworld.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

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 Person 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
WSP USA Corp.	One Penn Plaza, New York, NY 10119	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

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

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See Attachment A			

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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Gregory A. Kelly
Name of Authorized Applicant/Holder Representative (please print or type)

Signature

kelly @pbworld.com or poterjoykd@pbworld.com*
E-mail address

President & CEO
Title

December 18, 2015
Date

(212) 465-5000
Phone Number

Subscribed to and sworn before me
this 18th day of Dec, 2015

x Marie Therese McKay
Notary Public Signature

My commission expires:

MARIE THERESE MCKAY
Notary Public, State of New York
No. 01MC628848
Qualified in Queens County
Commission Expires Aug. 8, 2017
Notary Seal

*This email will direct questions to Katherine D. Poterjoy, Sr.
Compliance Manager.

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.

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This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person 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 [X] Stock/Beneficial Interest Holder

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

Identifying Information:

Name WSP USA Corp.

D/B/A: _____ FEIN NO.: 13-1730785

Street Address: One Penn Plaza

City: New York State: NY Zip Code: 10119

Phone No.: 212-465-5000 Fax Number: 717-859-7926 Email: poterjoykd@pbworld.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

Form of Legal Entity:

[] Sole Proprietor [] Partnership [X] Corporation [] Trustee of Land Trust

[] Business Trust [] Estate [] Association [] Joint Venture

[] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person 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
WSP USA Holdings, Inc.	One Penn Plaza, New York, NY 10119	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

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

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See Attachment A			

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.
- [X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Gregory A. Kelly
Name of Authorized Applicant/Holder Representative (please print or type)

President & CEO
Title

[Signature]
Signature

December 18, 2015
Date

kelly@pbworld.com or poterjoykd@pbworld.com*
E-mail address

(212) 465-5000
Phone Number

Subscribed to and sworn before me
this 18th day of Dec, 20 15

My commission expires:

x [Signature]
Notary Public Signature

MARIE THERESE MCKAY
Notary Public, State of New York
No. 01MC6286948
Qualified in Queens County
Commission Expires Aug. 5, 2017

*This email will direct questions to Katherine D. Poterjoy, Sr.
Compliance Manager.

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.

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2. A Person 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 WSP USA Holdings, Inc.

D/B/A: _____ FEIN NO.: 51-0400827

Street Address: One Penn Plaza

City: New York State: NY Zip Code: 10119

Phone No.: 212-465-5000 Fax Number: 717-859-7926 Email: mcalister@pbworld.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

David A. McAllister
Name of Authorized Applicant/Holder Representative (please print or type)


Signature

mcalister@pbworld.com
E-mail address

Subscribed to and sworn before me
this 21st day of Dec, 2015

x 
Notary Public Signature

President & Director
Title

December 21, 2015
Date

(212) 465-5000
Phone Number

My commission expires:

Notary Seal

HILARY SYLVESTER
Notary Public, State of New York
No. 01SY6263386
Qualified in Kings County
Commission Expires June 11, 2016

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person 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
WSP Group Consulting Inc.	16 Floor-1600 Rene-Levesque Blvd. West Montreal (Quebec) H3H 1P9 Canada	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

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

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See Attachment A			

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.

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.

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"Person" "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. A Person 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 [X] Stock/Beneficial Interest Holder

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

Identifying Information:

Name WSP Group Consulting, Inc.

D/B/A: FEIN NO.: N/A

Street Address: 16 Floor-1600 Rene-Levesque Blvd. West, Montreal (Quebec) H3H 1P9 Canada

City: State: Zip Code:

Phone No.: 514-343-0773 Fax Number: Email: valery.zamuner@wspgroup.com

Cook County Business Registration Number: (Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

Form of Legal Entity:

[] Sole Proprietor [] Partnership [X] Corporation [] Trustee of Land Trust

[] Business Trust [] Estate [] Association [] Joint Venture

[] Other (describe)

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person 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
WSP Global Inc.	16 Floor-1600 Rene-Levesque Blvd. West Montreal (Quebec) H3H 1P9 Canada	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
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Name	Address	Percentage of Beneficial Interest	Relationship

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Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See Attachment A			

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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Valery Zamuner
Name of Authorized Applicant/Holder Representative (please print or type)

Signature
valery.zamuner@wspgroup.com
E-mail address

Corporate Secretary
Title
19 January 2016
Date
514-343-0773
Phone Number

Subscribed to and sworn before me
this 19 day of January 2016

My commission expires:

X 
Notary Public Signature

Notary Seal



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.

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1. An Applicant for County Action and
2. A Person 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 [X] Stock/Beneficial Interest Holder

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

Identifying Information:

Name WSP Global Inc.

D/B/A: _____ FEIN NO.: N/A

Street Address: 16 Floor-1600 Rene-Levesque Blvd. West. Montreal (Quebec) H3H 1P9 Canada

City: _____ State: _____ Zip Code: _____

Phone No.: 514-343-0773 Fax Number: _____ Email: valery.zamuner@wspgroup.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

Form of Legal Entity:

[] Sole Proprietor [] Partnership [X] Corporation [] Trustee of Land Trust

[] Business Trust [] Estate [] Association [] Joint Venture

[] Other (describe) _____

Ownership Interest Declaration:

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

*WSP Global Inc. is a publicly traded company on the TSX.

Name	Address	Percentage Interest in Applicant/Holder
Caisse de Depot et Placement du Quebec	1000, place Jean-Paul-Riopelle, Montreal, QC H2Z 2B3	(17.97%)
CPP Investment Board	One Queen Street East, Suite 2500, Toronto, Ontario, M5C 2W5	(17.80%)

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

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

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See Attachment A			

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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Valery Zamuner
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

valery.zamuner@wspgroup.com
E-mail address

Chief Legal Officer and Corporate Secretary
Title

19 January 2016
Date

514-343-0773
Phone Number

Subscribed to and sworn before me
this 19 day of Jan., 2016

My commission expires:

X [Signature]
Notary Public Signature

Notary Seal



Parsons Brinckerhoff, Inc.

Ownership Structure

WSP Global
Inc. (Traded
on the TSX)

WSP Group
Consulting,
Inc.

WSP USA
Holdings, Inc.

WSP USA
Corp.

Parsons
Brinckerhoff
Holdings Inc.

+ Parsons Brinckerhoff Group LLC (Merged)

Parsons
Brinckerhoff,
Inc.

Attachment A
Officers in Parsons Brinckerhoff, Inc. Ownership Chain

Title	Name	Director
President	Gregory A. Kelly	X
Senior Vice President	Roger W. Blair	X
Senior Vice President	Clifford C. Eby	X
Senior Vice President	Gerald S. Janetti	
Senior Vice President	Frank J. Medina	
Senior Vice President	Bernard P. McNeilly	
Senior Vice President	Garry E. Nunes	
Senior Vice President	J. Steven Paquette	
Senior Vice President	John D. Porcari	
Senior Vice President	Joseph Pulicare	
Senior Vice President	Eric R. Roecks	
Senior Vice President	Patrick G. Sheridan	
Senior Vice President	John Trotta	
Senior Vice President	Teri O. Zink	
Vice President	Andrew J. Lynn	
Assistant Vice President	Gregory G. Hoer	
Secretary	Hillary F. Jassey	
Assistant Secretary	W. Stephen Dale	
Assistant Secretary	Cary M. Siegel	
Treasurer	Stephanie C. Brickey	
Board Director	Michael J. Abrahams	X
Board Director	Gregory P. Benz	X
Board Director	Peter F. Donahue	X
Board Director	Richard F. O'Brien	X

Title	Name	Director
President & Chief Executive Officer	Gregory A. Kelly	X
Executive Vice President, Chief Financial Officer & Treasurer	Patrick G. Sheridan	X
Executive Vice President	David A. McAlister	
Senior Vice President, General Counsel & Secretary	W. Stephen Dale	X
Assistant Secretary	Hillary F. Jassey	

Title	Name	Director
President & CEO	Gregory A. Kelly	X
Executive Vice President	David Cooper	X
Chief Financial Officer & Treasurer	Patrick G. Sheridan	X
Vice President	Andrew J. Lynn	
Secretary	W. Stephen Dale	

Assistant Secretary	Eric Hechler	
Assistant Secretary	Hillary F. Jassey	
Director	Jennifer Brown	X
Director	Robert Giambone	X
Director	Richard F. O'Brien	X
Director	Richard Rome	X

Title	Name	Director
President/Treasurer	David A. McAlister	X
Secretary	Suzanne Puccino	

Title	Name	Director
President	Alexandre L'Heureux	X
Treasurer	David Langlois	X
Corporate Secretary	Valéry Zamuner	
Vice-President, Global head of Tax	Barbara Oberleitner	

Title	Name	Director
President and CEO	Pierre Shoiry	X
Chief Financial Officer, incoming CEO	Alexandre L'Heureux	X
Chief Legal Officer and Corporate Secretary	Valéry Zamuner	
Board Director	Chris Cole	X
Board Director	Richard Bélanger	X
Board Director	Pierre Fitzgibbon	X
Board Director	Suzanne Rancourt,	X
Board Director	Birgit Nørgaard	X
Board Director	Josée Pereaault	X
Board Director	George Pierson	X



COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|------------------------------------------|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Parsons Brinckerhoff, Inc. - Diane Okeefe, Area Manager

Address of Person Doing Business with the County: 30 N. LaSalle Street, Suite 4200, Chicago, IL 60602

Phone number of Person Doing Business with the County: (312) 782-8150

Email address of Person Doing Business with the County: okeefedm@pbworld.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Katherine D. Poterjoy, Sr. Compliance Manager, 4139 Oregon Pike, Ephrata, PA 17522,

Phone: (212) 465-5000, Fax: (717) 859-7926, Email: poterjoykd@pbworld.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1555-14428

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 224,894.03

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Danuta 'Donna' Rusin, Sr. Contract Negotiator, (312) 603-3948, danuta.rusin@cookcountvil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

Danuta 'Donna' Rusin, Sr. Contract Negotiator, (312) 603-3948, danuta.rusin@cookcountvil.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient Gregory A. Kelly, President Date December 18, 2015

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1555-14428

County Using Agency (requesting Procurement): Cook County

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Parsons Brinckerhoff, Inc.

Substantial Owner Complete Name: Parsons Brinckerhoff Group LLC

FEIN# 11-1531569

Date of Birth: N/A

E-mail address: poterjoykd@pbworld.com

Street Address: One Penn Plaza

City: New York

State: NY Zip: 10119

Home Phone: (212) 465 - 5000

Driver's License No: N/A

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**

Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**

Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____ Date: December 18, 2015

Name of Person signing (Print): Gregory A. Kelly Title: President

Subscribed and sworn to before me this 18th day of December, 20 15

Marie Therese McKay
Notary Public Signature

MARIE THERESE MCKAY
Notary Public in and for New York
No. 01122200948
Qualified in Queens County
Commission Expires Aug. 5, 2017

Note: The above information is subject to verification prior to the award of contract.

SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant 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.

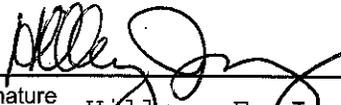
Execution by Corporation

Parsons Brinckerhoff, Inc.
Corporation's Name

Gregory A. Kelly
President's Printed Name and Signature

212-465-5000
Telephone

kelly@pbworld.com
Email


Secretary Signature
Hillary F. Jassey

July 15, 2016
Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

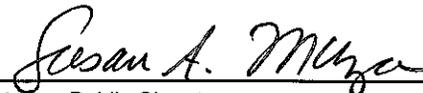
Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this
15th day of July, 2016.

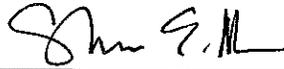

Notary Public Signature

My commission expires:
September 5, 2016
Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6
COOK COUNTY SIGNATURE PAGE

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 10 DAY OF August, 2016

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

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

1555-14428

OR

ITEM(S), SECTION(S), PART(S): SECTION NO. 14-6FRGT-02-ES

TOTAL AMOUNT OF CONTRACT: \$ 224,894.03

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

AUG 03 2016