

PROFESSIONAL SERVICES AGREEMENT

Construction Management Services Various Various (Task Orders)

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

AND

MICHAEL BAKER INTERNATIONAL, INC

Contract No. 2316-05022C

Section No. 24-CMSVV-04-PV

Purchase Order No. 70000349943

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 7	Identification of Subconsultants
Exhibit 8	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 MICHAEL BAKER INTERNATIONAL, INC., doing business as a corporation of the State of Pennsylvania, hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on March 13, 2025, as evidenced by Board Authorization letter attached hereto as EXHIBIT "5".

BACKGROUND

The County of Cook issued a Request for Qualifications "RFQ" for Construction Management Services Various Various (Task Orders). Submittals were evaluated in accordance with the evaluation criteria published in the RFQ. The Consultant was selected based on the submittal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the 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
Exhibit 4	Schedule of Compensation
Exhibit 5	Minority and Women Owned Business Enterprise Commitment
Exhibit 6	Evidence of Insurance
Exhibit 7	Identification of Subconsultants
Exhibit 8	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) **Minority and Women Owned 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 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE 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 MBE/WBE Utilization Plan.

f) Insurance

The Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. If the Contractor maintains broader coverage and/or higher limits than the minimums shown below, Cook County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Cook County.

The Contractor shall require all Subcontractors to provide the insurance required in this Contract, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

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

Coverages

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of
\$1,000,000 each Accident
\$1,000,000 each Employee
\$1,000,000 Policy Limit for Disease

(b) Commercial General Liability Insurance

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

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

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

(c) Commercial Automobile Liability Insurance

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) Excess/Umbrella Liability

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

Each Occurrence: \$2,000,000

(e) Professional Liability (Errors & Omissions)

The Contractor shall secure insurance appropriate to the Contractor's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Contractor's obligations under this Contract and shall have a limit of liability of not less than \$1,000,000 per claim.

~~(f) Contractors' Pollution Legal Liability and/or Asbestos Legal Liability~~

~~When any work is performed which may cause a pollution exposure, the Contractor shall maintain coverage with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.~~

~~(g) Builder's Risk (Course of Construction)~~

~~When the Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor shall secure insurance appropriate to protect the interests of both Cook County and the Contractor covering property under construction and equipment and materials to be installed. An Installation Floater may be acceptable if the project does not involve new or major reconstruction. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form must include limits equal to the completed value of the project and no coinsurance penalty provisions. The Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name Cook County as a loss payee as their interest may appear.~~

(h) Railroad Protective Liability Insurance

Contractors who perform work within 50-feet of any railroad-owned property are required to have Railroad Protective Liability.

(i) Network Security & Privacy Liability (Cyber)

The Contractor shall secure coverage for first and third-party claims with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

Additional requirements

(a) Additional Insured

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. 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 requirements specified herein. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies. If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Contractor must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

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.

(b) Insurance Notices

The 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. The 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 the Contractor commences performance of its part of the work, the 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 Contract 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 the Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(c) 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.

Confidentiality: All of the reports, pictures, information, or data, prepared or assembled by the Design Consultant, its employees, and any of its Subconsultants, Subcontractors or Suppliers under the above mentioned Contract are confidential. This also includes any reports, pictures, information, or data provided to the Design Consultant, its employees, and its Subconsultants, Subcontractors or Suppliers. The Design Consultant agrees that, except as specifically authorized herein or as may be required by law, it shall not make available said reports, pictures, information, or data, to any other individual or organization without the express written approval by the Cook County Chief Procurement Officer or authorized

designee (i.e. Department of Transportation and Highways). Failure to comply with this requirement may be deemed a material breach of the Contract. This requirement will survive expiration or termination of this Contract.

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.

I) 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 April 15, 2025, ("**Effective Date**") and continue until April 14, 2030 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees 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 to extend this Agreement 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 Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. 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 under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

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 \$200,000.00. 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 \$200,000.00 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.

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in

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

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

- (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed

the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

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

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and

“Determining Conformity of Federal Actions to State or Federal Implementation Plans,” 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities (“List”), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247 253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

9. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A 87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future

payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

10. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice to Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

11. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for

the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

12. Copyright Ownership

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

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

13. Visual Rights Act Waiver

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

pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

14. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been

received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

18. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be

reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

20. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

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 Office Building
Department of Transportation and Highways
69 West Washington Street, Suite 2400
Chicago, Illinois 60602
Contract No. 2316-05022C
Attention: Superintendent

and

Cook County Chief Procurement Officer
161 North Clark Street, Suite 2300
Chicago, Illinois 60601
Contract No. 2316-05022C
Attention: Cook County Chief Procurement Officer

If to Consultant: Michael Baker International, Inc.
200 West Adams Street, Suite 1800
Chicago, Illinois 60606
Contract No. 2316-05022C
Attention: Joseph Catalano, Vice President and Office Executive
C 312/575/3923
Joseph.catalano@mbakerintl.com

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	25-0782	Version:	1	Name:	Contract for Construction Management Services – Various Various-Co number- 2316-05022C
Type:	Contract (Highway)	Status:			Approved
File created:	12/30/2024	In control:			Transportation Committee
On agenda:	2/6/2025	Final action:			3/13/2025
Title:	PROPOSED CONTRACT (TRANSPORTATION AND HIGHWAYS)				

Department(s): Transportation and Highways

Vendor: Michael Baker International, Inc., Chicago, Illinois

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

Good(s) or Service(s): Professional Services - Construction Management Services

Location: Countywide

Section: 23-CMSVV-04-PV

Contract Value: \$8,000,000.00

Contract period: 4/15/2025 - 4/14/2030

Contract Utilization: The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via: Direct participation.

Potential Fiscal Year Budget Impact:

Account

Motor Fuel Tax: FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
11300.1500.29150.560019	\$750,000.00	\$1,000,000.00	\$1,000,000.00	\$500,000.00	
\$500,000.00	\$250,000.00				
11300.1500.29150.521536	\$750,000.00	\$1,000,000.00	\$1,000,000.00	\$500,000.00	
\$500,000.00	\$250,000.00				

Accounts: Motor Fuel Tax 11300.1500.29150.560019 (\$4,000,000.00); 11300.1500.29150.521536 (\$4,000,000.00)

Contract Number(s): 2316-05022C

Summary: The Department of Transportation and Highways respectfully requests approval of the proposed Contract between Cook County and Michael Baker International, Inc., Chicago, Illinois.

This contract provides construction management services involving construction supervision, coordination, inspection and documentation in pre-construction, construction and post construction phases (in accordance with the Illinois Department of Transportation (IDOT standards). The Consultant will provide full time individuals who will work under the direction of the Department's Bureau of Construction in the roles of Project Manager, Resident Engineer(s), Assistant Resident Engineer(s) and/or inspector(s), as an extension of and supplement to the Bureau of Construction. Coordination with adjacent property owners, businesses, community stakeholders and utility companies as well as coordination with the various Municipal, County, State and Federal departments

shall be integral to these responsibilities. All services will be requested on as-needed basis.

Request for Qualification (RFQ) procedures were followed in accordance with the Cook County Procurement Code. Michael Baker International, Inc. was selected based on established evaluation criteria.

Sponsors:

Indexes: JENNIFER (SIS) KILLEN, Superintendent, Department of Transportation and Highways

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
3/13/2025	1	Board of Commissioners	approve	Pass
3/11/2025	1	Transportation Committee		
2/6/2025	1	Board of Commissioners	refer	Pass

PROPOSED CONTRACT (TRANSPORTATION AND HIGHWAYS)

Department(s): Transportation and Highways

Vendor: Michael Baker International, Inc., Chicago, Illinois

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

Good(s) or Service(s): Professional Services - Construction Management Services

Location: Countywide

Section: 23-CMSVV-04-PV

Contract Value: \$8,000,000.00

Contract period: 4/15/2025 - 4/14/2030

Contract Utilization: The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via: Direct participation.

Potential Fiscal Year Budget Impact:

Account

Motor Fuel Tax:	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
11300.1500.29150.560019	\$750,000.00	\$1,000,000.00	\$1,000,000.00	\$500,000.00	\$500,000.00	\$250,000.00
11300.1500.29150.521536	\$750,000.00	\$1,000,000.00	\$1,000,000.00	\$500,000.00	\$500,000.00	\$250,000.00

Accounts: Motor Fuel Tax 11300.1500.29150.560019 (\$4,000,000.00); 11300.1500.29150.521536 (\$4,000,000.00)

Contract Number(s): 2316-05022C

Summary: The Department of Transportation and Highways respectfully requests approval of the proposed Contract between Cook County and Michael Baker International, Inc., Chicago, Illinois.

This contract provides construction management services involving construction supervision, coordination, inspection and documentation in pre-construction, construction and post construction phases (in accordance with the Illinois Department of Transportation (IDOT standards). The Consultant will provide full time individuals who will work under the direction of the Department's Bureau of Construction in the roles of Project Manager, Resident Engineer(s), Assistant

Resident Engineer(s) and/or inspector(s), as an extension of and supplement to the Bureau of Construction. Coordination with adjacent property owners, businesses, community stakeholders and utility companies as well as coordination with the various Municipal, County, State and Federal departments shall be integral to these responsibilities. All services will be requested on as-needed basis.

Request for Qualification (RFQ) procedures were followed in accordance with the Cook County Procurement Code. Michael Baker International, Inc. was selected based on established evaluation criteria.

EXHIBIT 2

Scope of Services

The selected team of consulting firms will be asked to do various construction management engineering tasks on projects and initiatives throughout the county on an as-needed basis via authorized work orders.

A1.1 Administrative Tasks

The Consultant shall maintain a database to document and track various tasks, deliverables, and budget issued under this contract. The consultant shall also be available for a weekly check-in call or in-person meeting with the County to provide general status updates for tasks and/or the contract itself.

The team is expected to interact with the public as a representative of the County. It is expected that the team will coordinate with various property owners, businesses, community stakeholders, utility companies, local, state and federal entities.

The Consultant will provide Unmanned Aircraft System (UAS) primarily for photographic and video documentation of the project. The consultant is responsible to ensure that all FAA, federal, state, and CCDOTH requirements, including use of the Drone Zone portal or the Low Altitude Authorization and Notification Capability (LAANC) program, are met prior to any drone usage. Cook County must be indemnified in the UAS specific insurance.

A1.2 Technical Tasks

All services are to be performed in accordance with Cook County Department of Transportation and Highways (CCDOTH) and Illinois Department of Transportation (IDOT) requirements. Reference materials that the team will be required to utilize are the CCDOTH's Construction Bureau Manual, policies, procedures, IDOT's Standard Specifications for Road and Bridge Construction, manuals, checklists, procedures, guides. Also, all services must be performed in a manner which fulfills all criteria related to local, state, and federal grant funds as required.

The Consultant will provide Construction Management Services (CMS) for the project using CCDOTH's web-based project management systems (currently e-Builder). The services will be inclusive of manpower, materials, tools, equipment, software and incidentals required to successfully accomplish the project. All such resources will be up-to-date in meeting the regional industry standards normally associated with and essential to these services.

The Consultant will assemble a team that has the expertise required for the project's stated work. The team will provide the required services, as set forth below, and ensure the performance and completion of the project in accordance with its contract.

Construction Management Services include but are not limited to the following:

Pre-Construction Phase

- Review all project bid/contract documents, plans and specifications, addenda, quantities, elevations and dimensions.
- Review and document existing site conditions. Anticipate any potential conflicts / issues and develop alternative solutions.
- Perform original cross-sectioning.
- Set up master file system/project box (daily diary, field books, quantity books, as built plans, forms, reports, logs etc.) following the Cook County Construction Bureau Manual policies and procedures.
- Review and fulfill all reporting requirements for project grants, agreements and permits.
- Coordinate, monitor and document utility and other permit work.
- Chair and/or participate in various meetings; Prepare/compile/distribute required meeting materials (pre-meeting: agenda, topic items, etc.; post-meeting: meeting minutes, action items, etc.).

Construction Phase

- Perform outreach to the municipalities, property owners, businesses, other community stakeholders and the general public.
- Review the project progress schedule for compliance with contract milestones; Monitor progress of work in accordance with approved schedule; Recommend actions if actual progress is behind approved schedule.
- Maintain master file system/project box (daily diary, field books, quantity books, as built plans, forms, reports, logs etc.), following Cook County Construction Bureau Manual policies and procedures, and ensure it remains neatly arranged and in proper order and up to date.
- Keep all project documentation (daily diary, field books, quantity books, as-built plans, forms, reports, logs, etc.) up to date and include all relevant observations/information.
- Review all submittals, RFIs, extra work and AUPs for compliance with the construction contract and respond accordingly; Maintain logs, track status, and ensure timely turnaround.
- Inspect the establishment and maintenance of traffic control and protection and pedestrian access for conformance with the contract plans and documents; Perform all necessary traffic control and pedestrian access checks, document deficiencies and provide to the contractor for timely action; Verify satisfactory correction within the allotted time; Otherwise, inform the Department of deficiencies not corrected by the Contractor and impose traffic control deficiency deduction until resolved.
- Monitor and document erosion control; Ensure conformity with the contract plans and documents.
- Verify construction layout; Inspect and monitor materials, ensure proper certification; Inspect general construction for compliance with all contract documents.
- Perform checks of sidewalks, ramps and crosswalks for compliance with ADA requirements and fulfill all reporting requirements.

- Resolve construction design and other issues; Issue field orders and update field order log; Negotiate contract extra work and AUPs; Incorporate all revisions into project documentation and reflect on as-built plans.
- Chair and/or participate in various meetings; Prepare/compile/distribute required meeting materials (pre-meeting: agenda, topic items, etc.; post-meeting: meeting minutes, action items, etc.).
- Measure, calculate and quantify items; Prepare progressive documentation.
- Prepare pay estimates and change orders.
- Prepare weekly and monthly project reports as required by work performed and funding source.
- Coordinate, monitor and document utility and other permit work.
- Review material test reports for concrete, asphalt and aggregates; Update and issue material test reports log
- Maintain a running list of all remedial work items and periodically provide to contractor for timely action; Facilitate timely and satisfactory completion of all work and acceptance of the project.
- Perform final inspection of the project with the Department, Contractor(s), local and/or state agency representatives; Indicate all remedial work items on the final inspection report and provide to the
- Contractor for timely action; Verify satisfactory completion of all remedial work within the allotted time and provide a recommendation to the Department for acceptance of the project; Otherwise, inform the Department of remedial work not completed by the Contractor and impose liquidated damages until resolved.
- Review and fulfill all construction requirements and reporting for project grants, agreements and permits.

Post Construction Phase

- Complete evaluations for all Contractors who performed work on the project per requirements from funding source.
- Conduct post construction meeting(s) with all interested parties.
- Transmit all warranties/guarantees.
- Complete, review, and compile final quantities and all final documentation.
- Prepare balancing change order.
- Complete and submit the master file system/project box following the Cook County Construction Bureau Manual policies and procedures include but are not limited to the following:
 - field books
 - quantity books
 - daily diary
 - as built plans (must be hard copy)
 - forms, reports, logs
- Finalize all reporting requirements for project grants, agreements and permits.

All final documentation shall be submitted in hard copy and electronic format. The Department must receive the master file system/project box (complete with all field books, quantity books, daily diary, as built plans, forms, reports, logs, and all other supporting delivery tickets, certifications, documentation, etc.) from the Consultant no later than 60 days after the substantial completion date, as indicated in the contract work order Exhibit – Schedule for the project or as revised and approved.

EXHIBIT 3

Key Personnel

ORGANIZATIONAL CHART

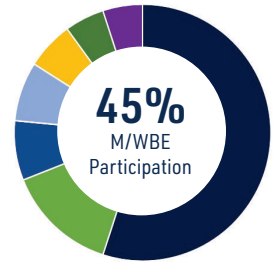
PROJECT TEAM

MICHAEL BAKER
APS
DB STERLIN
B.I.G. (FORMERLY KFA)
MST

PMCS
SANCHEZ



* RESUMES INCLUDED
KEY PERSONNEL



CCDOTH



PROJECT MANAGER
SCOTT RODSETH, PE *



RESIDENT ENGINEER
NAVEEN PARAKALLA, PE *



ASSISTANT RESIDENT ENGINEER
JOE JACOBSEN, PE *



PRINCIPAL IN CHARGE
JOE CATALANO, PE



QUALITY - CONSTRUCTION MANAGEMENT
DANIEL JOHNSON, PE

DOCUMENT ENGINEER / MATERIAL ENGINEER



SHAKEEL ANSARI *

MATERIALS QA TECHNICIAN/ INSPECTOR



GLENN DORSEY *

MATERIALS QA TECHNICIAN/ INSPECTOR SUPPORT

KIMBERLY BELTON
JAYESHKUMAR PATEL

CONSTRUCTION INSPECTORS AND RESIDENT ENGINEER POOL



MANNY PATEL *
KADIR OZTIMUR *
CHRIS MCGANN, PE *
BRIAN CAMERON *
BRYANT HALMAN
MUSTAFA MOHAMMED
MAJID RASHID, PE *
HAMED MOHIUDDIN
MOHAMMED MAZHERUDDIN
SOHAIL MOHAMMED
SAIF ALOMARI, PE

SURVEY

SURVEY CHIEF
GERARDO SANCHEZ, PLS *

SURVEY CREW SUPPORT
WILLIAM MCDANIEL III

E-BUILDER SUPPORT

MANDA METZGER, GIP
SHIFRA "SHIFFY" FELDMAN, EIT
KERRY NUTTER
DANIELLE GRAN

ADDITIONAL SUPPORT SERVICES

REVIEWS - ROADWAY
ROBERT BRZEZON, PE

REVIEWS - STRUCTURAL
MARY LOU KUTSKA, SE, PE

COMMUNICATIONS &
TECHNICAL WRITING
MARISUE O'CONNOR

DRONE AND TECHNOLOGY
SERVICES
ASHUTOSH RANADE, PE, SUAS

ENVIRONMENTAL
JIM PEYTON, PG

SCHEDULING
JUAN URIBE

STRUCTURAL INSPECTIONS /
REPAIR COORDINATION
DENNIS MORGAN, PE, SE

INTELLIGENT
TRANSPORTATION SYSTEMS
STEVE STUART, PE, PTOE

KEY PERSONNEL

CCDOTH can rely on the team it knows and trusts to deliver the various Work Orders for Construction Management Various Various contract. We offer a powerhouse team of professionals, including Resident Engineers, Assistant Resident Engineers, Material Engineers, Material Inspectors, Construction Inspectors, Surveyors, e-builder Support, Roadway, Scheduling, Constructability Reviewers, and sUAS support, providing comprehensive coverage for all tasks that may fall under assigned WOs. Our Key Personnel are available throughout the contract, and capacity will be no issue with this versatile team of experts. Our experience partnering with CCDOTH gives us insight into your preferences and procedures, leading to successful project completion.

We have provided key personnel that are properly licensed in Illinois. Their Illinois Professional Engineer and Structural Engineer license numbers are included on their resumes. Key personnel identified in the organizational chart are below. Those staff are as follows:

REQUIRED KEY STAFF:

PROJECT MANAGER: **Scott Rodseth, PE** will serve as **Project Manager** and be responsible for managing the team's efforts, ensuring completeness and reasonable interpretation of information, client and subconsultant coordination, and timely completion of services. Scott leads projects like the ongoing CCDOTH 2038-18393B CM contract with highlights such as Central Avenue Bridge Emergency Repairs, CCDOTH Construction Manual Rewrite, e-Builder Implementation, and Lake Cook Road Rehabilitation. In addition, he serves as Project Manager on the McClugage Tied Arch Bridge over the Illinois River and previously led multiple Illinois Tollway CM Upon Request contracts.

RESIDENT ENGINEER: **Naveen Parakalla, PE** will serve as **Resident Engineer** and be the primary person responsible for internal coordination among the team members. Naveen has led constructability reviews as part of the ongoing CCDOTH CM Various Various contract and is serving as the Resident Engineer for the Central Avenue Bridge Deck Rehabilitation for CCDOTH.

ASSISTANT RESIDENT ENGINEER: **Joe Jacobsen, PE** will serve as **Assistant Resident Engineer**. He will assist in managing and coordinating CCDOTH WO requests for this CM Various Various. His background includes roles as Railroad Manager and Assistant Construction Corridor Manager for the \$4 billion Illinois Tollway Central Tri-State Corridor project. In addition, Joe has provided documentation audits for WO #10 and is assisting with the Central Avenue Bridge Deck Rehabilitation for CCDOTH.

DOCUMENTATION ENGINEER / MATERIAL ENGINEER: **Shakeel Ansari**, will serve as **Documentation Engineer / Material Engineer**, responsible for preparing project documentation, progress reports and maintaining logs. As the **Material Engineer**, Shakeel will be responsible for material selection, specification, testing, and performance. He will research potential materials based on cost, performance, availability, and sustainability.

CONSTRUCTION INSPECTOR: **Kadir Oztimur** will serve as **Construction Inspector**. He will observe, document, and verify work in progress by the construction contractor to confirm compliance with contract documents and plans. He will also confirm procedures are followed. His roles as Resident Engineer for the ongoing CCDOTH WO #10 Lake Cook Road Rehabilitation and Document Technician on the previously completed \$58M Lake Cook Road Reconstruction showcase his expertise in project scheduling, budget management, and contract progress monitoring.

MATERIALS QA TECHNICIAN/INSPECTOR: **Glenn Dorsey** will serve as **Material Inspector**. He will be responsible for inspecting, sampling and testing materials used in construction so that specialized requirements are met.

PROJECT MANAGER



Scott Rodseth, PE



Scott is a Vice President and Director of Transportation at Michael Baker. He has a depth of experience and knowledge in the construction engineering field as his background includes staff, project, and community outreach management on roadway, bridge, and underground construction projects. His typical responsibilities include but are not limited to project management, resident engineering, construction monitoring, documentation, pay estimate and change management preparation, staffing coordination, surveying, QC/QA oversight, task management, material testing oversight, and resident/business/permitting coordination. Scott

has performed these services on a wide variety of projects for clients including CCDOTH, IDOT, ISTHA, CDOT, and local municipalities/counties.

RELEVANT EXPERIENCE

Central Avenue Bridge over the Chicago Sanitary and Ship Canal Reconstruction (SN 016-3240), Cicero, Illinois. CCDOTH.

PROJECT MANAGER. This project included \$33 million of improvements to the 33-span, 3,430' long bridge just north of the Central Avenue and I-55 Interchange, including removal and replacement of the concrete deck from spans 6 through 33, deck joint repairs on spans 1-5, bearing removal and replacement, substructure concrete repairs, storm sewer structure cleaning, lead remediation and painting of the existing steel girders, installation of a LED lighting system, landscaping, temporary traffic signals for staged configuration at the intersection of Central Avenue and Pershing Road (39th Street), signage upgrades, and pavement marking. Services include maintenance of traffic coordination, construction inspection, materials documentation, e-Builder reporting, change management, and pay estimate oversight.

Central Avenue Bridge (SN 016-3240) Emergency Repairs, Central Avenue Bridge, Cicero, Illinois. CCDOTH. PROJECT MANAGER.

Project Manager for the 2022 annual bridge deck patching and repairs to the Central Avenue Bridge over the Chicago Sanitary and Ship Canal (SN 016-3240). In late-April 2022, the 33-span, 3,430' long bridge bridge's continued deck cracking. Due to vibrations created as traffic traversed the structures, large potholes and full voids developed in the already deteriorated concrete bridge deck in both southbound and northbound lanes. This exposed the steel structural reinforcement and posed a danger to the motoring public. Provided maintenance of traffic coordination,

construction inspection, materials documentation, subconsultant staff oversight, and change management.

Constructability and Material Review Management, Cook County, Illinois. CCDOTH.

PROJECT MANAGER. Responsibilities included oversight of staffing for Michael Baker personnel and two subconsultants, contract/agreement/supplement negotiation, invoicing, budget oversight, and quality management throughout the contract. Michael Baker performed improvement of client's processes through implementation of constructability and material review management to further enable schedules and deadlines to be maintained. Work began on this ongoing task in August 2022. Work was performed as part of Work Order #4.

Construction Manual Rewrite, Cook County, Illinois. CCDOTH. PROJECT MANAGER.

Responsibilities included oversight of staffing for Michael Baker personnel and one subconsultant, contract/agreement/supplement negotiation, invoicing, budget oversight, and quality management throughout the contract. Michael Baker coordinated the writing of the CCDOTH Bureau of Construction process manual for internal and external users. The County desired to standardize and document its processes and workflow for management of roadway construction projects. Michael Baker coordinated with and led additional consultants to capture input data and collaborate with subject matter experts and oversaw weekly progress and coordination meetings with the client and process research with other agencies.

Michael Baker

INTERNATIONAL

Years Experience

17

Education

B.S.C.E., Valparaiso University

Licenses/Certifications

Professional Engineer, Illinois, 2011, 062063857

IDOT Soils Density S-33, Illinois, 2016, 3533459

IDOT Documentation of Contract Quantities, Illinois, 2023, 23-20947

IDOT Erosion & Sediment Control Training, Illinois, 2015

NS Roadway Worker Protection Certification, 2022, 5595395

OSHA 30-Hour Construction Outreach Training, 2020

CM related - Continuing Education/Training Past Three (3) years

ACEC - Illinois Tollway Construction Managers Workshop, 2022

IDOT CMMS Training, Illinois

Scott Rodseth, PE

PROJECT MANAGER (CONTINUED)

Lake Cook Road (Arlington Heights Road to Raupp Blvd) Reconstruction Project, Cook County, Illinois. CCDOTH. PROJECT MANAGER. Project scope consists of the patching and overlaying Lake Cook Road between Arlington Heights Road and Raupp Blvd. The project includes lighting, underground utilities, and traffic signal improvements. Services include oversight of the \$5.5M budget project from start to finish, preparing pay estimates using CCDOTH web portal, quantity breakdown, entry of items into CCDOTH e-Builder system, oversight and scheduling of inspectors, progress meeting leadership, and community coordination.

Capital Project Schedule Evaluation WO #6, Cook County, Illinois. CCDOTH. PROJECT MANAGER. Responsibilities included oversight of staffing for Michael Baker personnel and one subconsultant, contract/agreement/supplement negotiation, invoicing, budget oversight, and quality management throughout the contract. Michael Baker provided evaluation and analysis of client's past and current proposed transportation improvement programs including project status and creation of a master schedule.

Cook County On-Call Services WO #8, Cook County, Illinois. CCDOTH. PROJECT MANAGER. Responsibilities included oversight of staffing for Michael Baker personnel and five subconsultants, contract/agreement/supplement negotiation, invoicing, budget oversight, and quality management throughout the contract. Michael Baker is providing on-call services as assigned by the client. To date, Michael Baker has reviewed and revised current industry standards special provisions used by the client relating to construction layout and surveying.

Web-Based Program Implementation Plan, Cook County, Illinois. CCDOTH. PROJECT MANAGER. Responsibilities included manpower, subconsultant, schedule, and budget oversight. Michael Baker is providing planning of modules and processes and provided back-end coordination for the rollout of a web-based program implementation. Work includes planning and implementation of the adoption of e-Builder to manage all construction projects; organization and customization of modules, forms, and entries into the e-Builder platform; and leading training for all staff that will access the e-Builder system to deliver projects. Work will continue with this task to adopt more construction modules and future design modules.

*** Elgin O'Hare Western Access (EOWA) Construction Management Upon Request (I-17-4682), Illinois. Illinois Tollway. PRIME CONSULTANT - PROJECT MANAGER.** Project manager for the Construction Management upon request contract. Scott oversaw 12 subconsultants (with one P4G agreement). He was responsible for all staffing, scoping, budget coordination, task management, CCM coordination, and oversight of the \$6 million engineering fee. Tasks included:

- **I-18-4687 – I-490 / I-294 Mass Grading and Utility Relocation** - Project Manager for the \$7.5 million mass grading and utility relocation contract that serves as advance work for the proposed I-490 / I-294 interchange. Services include manpower coordination, subconsultant scheduling, invoicing, quality control, and client/community outreach.
- **I-18-4690, I-18-4691, I-18-4692, and I-18-4693 – EOWA Landscaping Tasks** - Project Manager for the ongoing separate landscaping tasks totaling over \$4 million in construction value. Improvements include grading, erosion control, BMP installation, and plantings. Services include manpower coordination, subconsultant scheduling, invoicing, quality control, and stakeholder outreach.
- **I-18-4694 and I-18-4695 – I-490 and I-90 Interchange Bridge Construction** - Project Manager and full-time Resident Engineer for the \$16 million I-490 and I-90 bridge construction and building demolition (Des Plaines Oasis) along with Collector-Distributor bridge construction over Higgins Creek. Services include manpower coordination, subconsultant scheduling, invoicing, quality control, and client/community outreach.
- **Kinder Morgan Pipeline Relocation** - Project Manager and Resident Engineer for the \$12 million project that directionally bored a 36" gas main from the northern Des Plaines Oasis along I-90, 60'-90' deep to the west and ties into the existing Kinder Morgan pipeline west of Higgins Creek along eastbound I-90. Services include subconsultant scheduling, quality control, and outreach.

* Prior to Michael Baker

RESIDENT ENGINEER



Naveen Parakalla, PE



Naveen is a civil engineer with experience in construction engineering and project management. His experience includes performing field inspections and coordinating, scheduling and performing Pre-Final & Final Walkthroughs, Surety/Warranty inspections, memo preparation and surety repair coordination for various Tollway construction contracts. His experience includes project management, financial management, oversight of personnel and sub-consultants, scheduling, contractor-client coordination, liaison with community groups and government agencies, report preparation, and payment processing. Naveen has provided on-site technical involvement to resolve field engineering issues, respond to contractor inquiries, and confirm overall conformance with plans and specifications. He has supervised field staff, coordinated field activities with contractors and owners, prepared contract modifications and cost estimates, reviewed material testing reports, prepared pay estimates, reviewed submittals and shop drawings and prepared final closeout documents.

RELEVANT EXPERIENCE

Central Avenue Bridge Deck Replacement, Cicero, Illinois. *CCDO TH. RESIDENT ENGINEER.*

This project included \$33 million of improvements to the 33-span, 3,430' long bridge just north of the Central Avenue and I-55 Interchange, including removal and replacement of the concrete deck from spans 6 through 33, deck joint repairs on spans 1-5, bearing removal and replacement, substructure concrete repairs, storm sewer structure cleaning, lead remediation and painting of the existing steel girders, installation of a LED lighting system, landscaping, temporary traffic signals for staged configuration at the intersection of Central Avenue and Pershing Road (39th Street), signage upgrades, and pavement marking. Services include maintenance of traffic coordination, construction inspection, materials documentation, e-Builder reporting, change management, and pay estimate oversight.

Central Avenue Bridge Emergency Repairs, Chicago, Illinois. *CCDO TH. RESIDENT ENGINEER.*

Resident Engineer for the 2022 emergency bridge deck patching and repairs to the Central Avenue Bridge over the Chicago Sanitary and Ship Canal (SN 016-3240). In late-April 2022, the 33-span, 3,430' long bridge bridge's continued deck cracking. Due to vibrations created as traffic traversed the structures, large potholes and full voids developed in the already deteriorated concrete bridge deck in both southbound and northbound lanes. This exposed the steel structural reinforcement and posed a danger to the motoring public. Provided MOT coordination, construction inspection, materials documentation, subconsultant staff oversight, and change management.

Constructability and Material Review Management W07, Cook County, Illinois.

CCDO TH. ASSISTANT PROJECT MANAGER.

Responsible to facilitate and manage Constructability and Materials review of contract plans and specifications, for various Cook County projects, at various stages of design. Michael Baker performed improvement of client's processes through implementation of constructability and material review management to further enable schedules and deadlines to be maintained. Work began on this ongoing task in August 2022 and will continue through 2024. Prior to August 2022, this work was performed as part of Work Order #4.

Various Illinois Tollway GEC, Illinois. *Illinois Tollway. CONSTRUCTION ENGINEER.*

Construction Walkthrough & Surety/Warranty Support - Coordinate, schedule and manage construction pre-final and final walkthroughs for various Tollway construction contracts as part of the Tollway GEC (General Engineering Consultant) team. Assist Construction Manager/Project Manager to identify items that do not conform to Tollway's standards and specifications during field review. Also track, schedule, and perform Surety & Warranty inspections of various work items for various Tollway construction contracts. Review all issues and generate Surety/Warranty Memo for Tollway Warranty Surety Review Committee (WSRC), using "Cartegraph" asset management system. Generate Surety/Warranty letter in e-Builder to be issued to contractor based on review by WSRC. Perform Surety/Warranty repair coordination with contractor and Project Manager for each issue identified in Surety/Warranty memo and assign CUR CM to oversee surety repairs.

Michael Baker

INTERNATIONAL

Years Experience
16

Education

M.S.C.E., University of Illinois at Chicago

B.S.C.E., Osmania University, India

Licenses/Certifications

Professional Engineer, Illinois, 2017, 062-069502

IDOT Documentation of Contract Quantities, Illinois, 2021, 21-18319

IDOT Erosion & Sediment Control Training, Illinois

IDOT Mixture Aggregate, Illinois

IDOT PCC Level I & II QC/QA, Illinois

IDOT Erosion & Sediment Control Training, Illinois

IDOT Soils Density S-33, Illinois, 2020, 4688245

IDOT QC/QA Bituminous Level I & II, Illinois

CM related - Continuing Education/Training Past Three (3) years

IDOT, Construction Materials Inspection Documentation Course

IDOT, HMA Level I & Level II Technician Course

IDOT, ICORS & CMMS

IDOT, S-33 Geotechnical Field Testing & Inspection Course

ISTHA Construction Documentation Auditor

ASSISTANT RESIDENT ENGINEER

Joseph A. Jacobsen, PE



Joe has more than a decade of experience in construction management and inspection for rail and highway projects. He has extensive experience with Class I Railroads, IDOT and the Illinois Tollway. His expertise in construction inspection and administration and knowledge of rail safety and operation provides a solid foundation for the successful completion of projects.

RELEVANT EXPERIENCE

Central Avenue Bridge Reconstruction, Cicero, Illinois. CCDOTH. ASSISTANT RESIDENT ENGINEER. This project included \$33 million of improvements to the 33-span, 3,430' long bridge just north of the Central Avenue and I-55 Interchange, including removal and replacement of the concrete deck from spans 6 through 33, deck joint repairs on spans 1-5, bearing removal and replacement, substructure concrete repairs, storm sewer structure cleaning, lead remediation and painting of the existing steel girders, installation of a LED lighting system, landscaping, temporary traffic signals for staged configuration at the intersection of Central Avenue and Pershing Road (39th Street), signage upgrades, and pavement marking. Services include maintenance of traffic coordination, construction inspection, materials documentation, e-Builder reporting, change management, and pay estimate oversight.

*** I-90 Reconstruction Roselle Rd to IL 53, Cook County, Illinois. Illinois Tollway. CONSTRUCTION ENGINEER.** Provided services for the \$100M reconstruction of I-90 between Roselle Rd and IL 53. Work consisted of reconstruction of the mainline roadway, the addition of a fourth lane, lighting, ITS and drainage structures. Project involving reconstruction of 2.5 miles of roadway pavement between Roselle Road and IL Route 53/I-290. Key aspects of the project include construction of an additional pavement lane throughout the project limits, new westbound entrance and exit ramps at Meacham Road, 10 performance-based retaining walls, Intelligent Transportation Systems (ITS) infrastructure, three ramp tolling facilities, traffic signals at Meacham Road, drainage improvements and installation of LED lighting.

*** I-294 Central Tri-State Reconstruction, Cook County, Illinois. Illinois Tollway. RAILROAD MANAGER AND ASSISTANT CONSTRUCTION CORRIDOR MANAGER.** Provided professional services for the \$4B reconstruction of the Illinois Tollway's Central Tri-State Corridor. As Railroad Manager, provided review of agreements and coordinated construction activities between the Illinois Tollway and BNSF, CN, CP, Metra, and UP along the Central Tri-State Corridor. As Assistant Construction Corridor Manager, provided complete engineering management for projects in the southern corridor (interim bridge repair, crossroad bridge repair, clean & televise existing sewer, building demolitions, tree clearing, advanced ITS fiber relocation and construction of a new bnsf bridge) from the pre-construction phase through completion. Duties also included tracking change orders, time extension requests, construction management contracts and coordinating lane closures for all projects along the corridor.

*** I-55/Lake Shore Drive Flyover, Cook County, Illinois. Illinois Department of Transportation. CONSTRUCTION ENGINEER.** Provided services for the \$60M improvement of the I-55 Inbound Bridges from I-94 to US 41. Work included the removal, replacement, widening and reconstruction of the existing three inbound bridge structures located within the I-55 and US 41 Interchange in the City of Chicago. This project spanned over the Metra and CN Railroad corridor. The \$60 million project consists of complete removal and reconstruction/reconfiguration of three expressway bridges. Ancillary work includes MSE retaining walls, lightweight cellular concrete fill, storm sewer, water main, lighting, surveillance and camera installation, and overhead truss signing. The bridge construction includes drilled shafts and curved steel I-beams 72 inches deep.

Michael Baker

INTERNATIONAL

Years Experience
13**Education**

B.S.C.E., Oregon State University

Licenses/Certifications**Professional Engineer, Illinois, 2018, 062070396****IDOT Documentation of Contract Quantities, Illinois, 2023, 23-20571**

NS Roadway Worker Protection Certification, 2021, 8814650

Engineering Intern, Oregon, 2011, 84906EI

Land Surveyor Intern, Oregon, 2011, 84906LSI

OSHA 10-Hour Construction Outreach Training, 2021

IDOT Soils Density S-33, Illinois, 2023, 5097188

IDOT Erosion & Sediment Control Training, Illinois, 2023

CM related - Continuing Education/Training Past Three (3) years

IDOT CMMS Training

Construction Safety, 2022

** Prior to Michael Baker*



Shakeel Ansari



Shakeel has extensive experience in construction inspection and material testing. He has worked on various public and private projects including highways, railroads, wastewater treatment plants, universities, and hospitals. Shakeel has also worked on large construction projects throughout the Chicagoland area including projects at Midway and O'Hare airports, the Illinois State Toll Highway Authority, the Illinois Department of Transportation, and CDOT. He has extensive knowledge of the various standards and specifications of these important transportation infrastructure agencies. His expertise in construction inspection provides a solid foundation for the successful completion of projects.

RELEVANT EXPERIENCE

Central Avenue Bridge Reconstruction, Cicero, Illinois. CCDOTH. DOCUMENT TECHNICIAN / MATERIALS ENGINEER. Improvements (\$33M) to the 33-span, 3,430' long bridge in Cicero just north of the Central Avenue and I-55 Interchange includes removal and replacement of the concrete deck from spans 6 through 33, cleaning and painting of the structural steel, bearing removal and replacement, and substructure concrete repairs. Services include maintenance of traffic coordination, construction inspection, materials documentation, and change management.

*** Lake Cook Road from Raupp Boulevard to Hastings, Cook County, Illinois. CCDOTH. CONSTRUCTION INSPECTOR.** Responsibilities included monitoring daily construction activities; checking layout, grades, and monitoring placement of concrete in main lanes; inspection of traffic signals and street lighting installations at intersections and along the roadway on EB and WB sides; ensuring all work was performed per contract drawings and authorized change orders; preparing IDRs; and monitoring traffic control and protection.

*** PTB 196-01, Various/Variou (Rte 2812 Pulaski Road), Illinois. Illinois Department of Transportation District One. LEAD CONSTRUCTION INSPECTOR.** Responsibilities included construction inspection on roadway resurfacing project on Pulaski Road between North Ave. and Devon Ave. Duties include quantity take off, laying out project limits, marking areas of removal and needed replacement of sidewalk and roadway patching, monitoring daily activities, measuring and calculating quantities, and preparing IDRs.

*** I-18-4433, Widening of Median at I-57 from I-294 Bridge to CSX Railroad Bridge MP 350 to 351.5, Illinois. Illinois Tollway. SENIOR CONSTRUCTION INSPECTOR.** Performed daily construction inspections for construction median widening and new median barrier wall along with added lane and median shoulders. Construction of load transfer slab over existing 120" diameter sewer line for future construction of ramps connecting I-294 NB to I-57 NB. Duties include verification of layout, monitoring H Piling installation, inspection of jacking transverse sewer lines at I-57, recording measurements of work done, preparing IDRs and uploading daily activities of contractor in e-Builder including Manpower and Equipment used, and monitoring traffic control and protection.

*** I-14-4208, I-90, IL 53 to Arlington Heights Interchange, Illinois. Illinois Tollway. CONSTRUCTION INSPECTOR.** Provided construction inspection for the roadway widening, bridge reconstruction, and ramp modifications on the Interstate Tollway from IL-53 to the Arlington Heights Interchange. Responsibilities include the monitoring of reconstruction of the existing three lane pavement, removal and reconstruction of bridge structures on I-90 mainline over Salt Creek, Golf Road and Arlington Heights and reconstruction of up to 11 ramp bridges. Duties also included monitoring of the installation of six MSE walls and three soil nail walls, installation of temporary and permanent roadway, lighting fixtures and signs, laying of underground conduits for ITS system, preparing IDRs, maintaining project records, checking traffic control and protection, and submitting DA and DAARCA daily activity reports in e-Builder.

Michael Baker

INTERNATIONAL

Years Experience
26

Education

B.S.C.E., Construction Management Indian Institute of Technology

B.S.C.E., Construction Engineering Technology, Bangalore University, India

Licenses/Certifications

IDOT Documentation of Contract Quantities, Illinois, 2021, 21-18357

IDOT PCC Level III QC/QA, Illinois, 2023

IDOT QC/QA Bituminous Level III, Illinois, 2014

IDOT Erosion & Sediment Control Training, 2022

IDOT Soils Density S-33, 2010

CM related - Continuing Education/Training Past Three (3) years

IDOT CMMS Training

Construction Safety, 2023

Electrical Safety for Construction, 2023

* Prior to Michael Baker

CONSTRUCTION INSPECTOR



Kadir Oztimur



Kadir is experienced in civil engineering, including design, construction management and construction supervision services for managing, monitoring and oversight of various projects for clients including the Illinois Tollway, IDOT, CTA, CDOT, and CCDOTH. His primary responsibilities include providing public safety, construction management of day-to-day field operations, project documentation, management of field staff, direct communication with municipalities and owner's representatives to address issues, and direct oversight and inspection services of all site work and materials.

RELEVANT EXPERIENCE

Lake Cook Road (Arlington Heights Road to Raupp Blvd) Rehabilitation Project, Cook County, Illinois. CCDOTH. RESIDENT ENGINEER.

Project scope consists of the patching and overlaying Lake Cook Road between Arlington Heights Road and Raupp Blvd. The project includes lighting, underground utilities, and traffic signal improvements. Services include oversight of the \$5.5M budget project from start to finish, preparing pay estimates using CCDOTH web portal, quantity breakdown, entry of items into CCDOTH e-Builder system, oversight and scheduling of inspectors, progress meeting leadership, and community coordination.

* Lake Cook Road Reconstruction Project, Cook County, Illinois. CCDOTH. DOCUMENTATION ENGINEER.

The project scope consisted of the reconstruction and widening of Lake Cook Road including new lighting, underground utilities, and traffic signal improvements. The scope of work included the replacement of two bridges over Buffalo Grove Creek and building a new noise barrier wall along Lake Cook Road. Responsibilities included the project coordination of this \$58M budget project from start to finish, preparing pay estimates using CCDOTH Web Portal, quantity breakdown of 14 different fund codes consisting of multiple municipalities and counties, preparing IDRs, and checking IDRs that were prepared by other inspectors. Additional duties included managing project closeout, internal and external audits, preparing change orders and material allowances, extra work orders, meeting minutes, maintaining a daily work journal, quantity book, preparing weekly and monthly reports, and maintaining a record of all other progressive paperwork.

* ADA Ramps Improvement, Chicago, Illinois.

Chicago Department of Transportation (CDOT).

RESIDENT ENGINEER. Responsible for evaluating existing roadway, curb and sidewalk slopes to confirm category designation. Prepared ADA Ramp Designs for multiple corners and quadrants at various locations throughout the city. Managed the construction activities of ADA compliant ramps at intersections. Responsibilities included overseeing catch basin, manhole and inlet adjustments, partial curb/gutter and sidewalk removal and replacements.

* Resilient Corridors Project, Chicago, Illinois. City of Chicago. CONSTRUCTION ENGINEER.

Construction Engineer for green infrastructure lot redevelopment in two of the city's west side neighborhoods. Responsible for overseeing the construction of 10 lots along three commercial corridors are characterized by streetfacing public spaces with interspersed plazas, pocket parks, and community gardens. Duties included overseeing stormwater and floodplain management, soil erosion and sediment control, rain gardens and permeable pavement construction.

* Tollway Reconstruction, Various Locations, Illinois. Illinois Tollway. PROJECT ENGINEER.

Performed construction inspection and preparation of daily activity reports in accordance with Tollway Standards and Procedures. Responsibilities included, field inspection of subgrade preparation including soil stabilization with lime, proof rolling, and subbase preparation. and installing of new light poles and light pole foundations.

Michael Baker INTERNATIONAL

Years Experience
11

Education

B.S., Civil and Materials Engineering, University of Illinois at Chicago

Licenses/Certifications

IDOT Documentation of Contract Quantities, Illinois, 2024, 24-21794

IDOT PCC Level I QC/QA, Illinois, 2019

IDOT Soils Density S-33, Illinois, 2016

IDOT Mixture Aggregate, Illinois, 2018

IDOT Erosion & Sediment Control Training, Illinois, 2023

OSHA 40-Hour HAZWOPER Certification

IDOT Erosion & Sediment Control Training, Illinois, 2023

CM related - Continuing Education/Training Past Three (3) years

IDOT CMMS Training, Illinois, 2022

** Prior to Michael Baker*

CONSTRUCTION INSPECTOR



Manny Patel



Manny has over 40 years of experience in the construction of roadways, highways, tollways, railroads, and bridge construction for IDOT, CDOT, Cook County, Metra, and Tollway projects. He has worked on various projects including reconstruction, resurfacing, removal, relocation, bridge, and road work, sidewalks, utilities, ADA ramps, lighting, traffic control, pavement markings, excavation layouts, retaining wall, pilling work, drainage work, gas lines, water main, conduits, culverts, erosion control, and MOT work. Also, he has assisted design teams in transportation and municipal designs of drainage work. Manny has extensive knowledge of construction engineering practices with hands-on experience in field inspection, documentation, review of shop drawings, invoices, material inspection, preparation minutes, submittals, daily inspection reports, and proposals. He has an excellent ability to confirm all projects are being constructed in accordance with the plans and specifications.

RELEVANT EXPERIENCE

I-55 at Joliet Road and IL 53, Illinois. *Illinois Department of Transportation.* **CONSTRUCTION INSPECTOR.** Responsible for field inspection and documentation, quantity tracking and calculations, and ensuring approved materials were incorporated into the work. This project consisted of the deck replacement for I-55 over IL 53, widening and reconstruction of I-55 mainline bridge over Joliet Road, substructure repair, and retaining wall reconstruction.

County Line Road, Cook County, Illinois. *CCDOH.* **CONSTRUCTION INSPECTOR.** Responsible for inspection and documentation of the County Line Road project. This project consisted of the full removal of County Line Road along the west side of I-294 and the placement of new PCC pavement at a new offset from the Tollway. This includes the extension of culverts and placement of a whole new drainage system and coordination with local businesses adjacent to the roadway infrastructure that serves as multiple use within western Cook County and improves the movement of traffic between Cook County and DuPage County. The project required extensive coordination with several townships, counties, railroads, and utilities.

Tri-State Tollway, CMUR, ITS, Illinois. *Illinois Tollway.* **CONSTRUCTION INSPECTOR.** Responsible for field inspection and documentation, quantity tracking, traffic control inspection, and control of materials. The project consisted of the installation of a precast noise abatement wall at the I-294 O'Hare Oasis. The project also included resurfacing of the oasis ramps, utility work, drainage improvements, and landscaping.

Higgins Sewer Improvement Project, Illinois. *Chicago Department of Water Management.* **CONSTRUCTION INSPECTOR.** Responsible for ensuring the work is constructed per the City standards and specifications, inspection of the installation of temporary earth retention systems, sewer and sewer structures, and restoration work, and quantity tracking. The project consisted of the installation of over 3,000 feet of reinforced concrete pipe sewer ranging from 24 to 48 inches in diameter, installation of over 1,000 feet of vitrified clay pipe sewer ranging from 12 to 18 inches in diameter, installation of sewer structures, and site restoration.

Ravenswood Sewer Improvement Project, Illinois. *Chicago Department of Water Management.* **CONSTRUCTION INSPECTOR.** Responsible for ensuring the work is constructed per the City standards and specifications, inspection of the installation of temporary earth retention systems, sewer and sewer structures, and restoration work, and quantity tracking. The project consisted of the installation of approximately 4,700 feet of reinforced concrete pipe sewer ranging in size from 24 to 30 inches in diameter and two Tumbling Basins.

DBS | DB STERLIN
CONSULTANTS INC

Years Experience
40

Education
B.S.C.E. M.S. University
Gujarat, India

Licenses/Certifications
**IDOT - Documentation
of Contract Quantities
#21-18571**

IDOT - Portland Concrete
Level I & II

IDOT- Hot Mix Asphalt
Level I

IDOT- ICOR 2009
Certification

IDOT - Bituminous
Concrete Density Tester

IDOT - Mixture Aggregate
Technician

IDOT - Material inspection
documentation course

IDOT- S-33 soils field
testing and inspection
course

IDOT/CECI 2001
Earthwork Seminar

Certification METRA,
KCS, CSX, & NS Railroad
Certifications

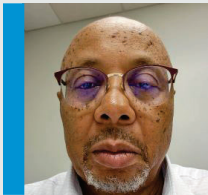
OSHA 30 HR Safety
Certification

*CM related - Continuing
Education/Training Past
Three (3) years*

IDOT/CECI 2003
Construction and Material
seminar



Glenn Dorsey



Glenn has over 32 years of experience in the construction engineering, inspection, QA/QC, and testing fields. Current work involves Material Coordination, testing, and inspection of soils, aggregate, PCC, and HMA on various IDOT, CDOT, and Illinois Tollway projects. Glenn worked previously as a Senior Materials Engineer and Construction Inspector for 22 years. Glenn is experienced in I-MIRS, and e-Builder systems.

RELEVANT EXPERIENCE

US 41 from IL 176 to Park Avenue (62F48, 62C77), Illinois. *Illinois Department of Transportation.* **COORDINATION AND DOCUMENT TECHNICIAN.** US 41 improvement through multiple municipalities and work included resurfacing, pavement patching, curb and gutter removal and replacement, grading and shaping shoulders, and sidewalk removal for ADA compliance. Glenn provided Materials Coordination and Document Technician assistance which required forensic examination of material documentation with the objective of producing and submitting missing reports and documentation review and processing of material reports and quantities, submittal of reports to appropriate IDOT databases (MISTIC, RFA, etc.), review and processing of Evidence of Inspection documentation, reconciling quantity discrepancies, processing material documentation for IDOT Project Close-out, and performing site visits and inspections. The performance of the above-listed duties and responsibilities brought to a successful conclusion and close-out of IDOT Contracts 62C77 and 62F48, US Route 41.

District 1, QA Various/Various Contract (PTB 187-004), Illinois. *Illinois Department of Transportation.* **MATERIALS QC TECHNICIAN.** This Phase III professional engineering services project included Quality Assurance for HMA, HMAFP, PCC, Aggregates, RAP/RAS, and precast/prestressed inspections. Glenn provided PM services and was the assistant to the District 1 Mixtures Control Engineer. Glenn managed certain full-time tasks such as staff management of quality assurance efforts in a geographical area of Mixtures Control Unit, evaluation of laboratory test results, and evaluation of mix designs and new

products. Responsibilities included reviewing QC Plans submitted by contractors. Agency and contractor reports were reviewed by Glenn. He attended preconstruction and pre-pavement meetings as well as other meetings as needed.

159th Street, Gougar Road to Will Cook Road (60L71), Illinois. *Illinois Department of Transportation.* **MATERIALS QC TECHNICIAN.** The \$50 million contract includes widening from a two lane to four lane highway and complete reconstruction from Will Cook Road to Gougar Road. Glenn provided construction inspection on the project. He performed inspections on the embankment construction at various locations as well as erosion control inspection as per specification. Glenn completed IDR and reported to the Resident Engineer. Archer Avenue Improvement, 47th Street to 55th St. Glenn provided Phase III engineering services for the improvement. The project replaces and improves major segments of aging infrastructure that serves as multiple use within western Cook County and improves the movement of traffic between Cook County and DuPage County. The project required extensive coordination with several townships, counties, railroads, and utilities.

Archer Avenue Improvement, 47th Street to 55th Street, Illinois. *Illinois Department of Transportation.* **MATERIALS QC TECHNICIAN.** Glenn provided Phase III engineering services for the improvement. The project replaces and improves major segments of aging infrastructure that serves as multiple use within western Cook County and improves the movement of traffic between Cook County and DuPage County. The project required extensive coordination with several townships, counties, railroads, and utilities.



Years Experience
32

Education
Wilbur Wright College
U.S. Navy School

Licenses/Certifications
IDOT Certifications:

QC/QA HMA Levels I, II & III

QC/QA PCC Levels I, & II

QC/QA Mixture Aggregate

Technician (5-day)

s14 Documentation of Contract

Quantities No. 21-18408

S33 Geotechnical Inspection

Bituminous Proportioning

Reclaimed Asphalt Pavement

Superpave Field Control

CM related - Continuing Education/Training Past Three (3) years

Troxler Radiation Safety Training

CRSI Epoxy Coated Steel Training

Interlayers for Asphalt Pavements

Construction Management Training

POOL - RESIDENT ENGINEER

Brian Cameron



Brian is a highly experienced and knowledgeable professional, with over 21 years of experience working for the Illinois Department of Transportation. Throughout his career, he has held various positions such as Resident Engineer, Assistant Engineer, and Inspector, gaining extensive knowledge of the road construction process. His widespread project experience, totaling over 60 projects, is a testament to his knowledge and expertise in the field. Brian is a highly efficient and results-oriented individual, with a proven track record of completing projects on time and within budget. He possesses strong technical skills and excellent interpersonal skills, making him an asset to any team. As a Resident Engineer he communicates with clients, contractors, and other stakeholders to ensure the project runs smoothly and ensures it meets the standards set forth by the project requirements and department policies. He is also responsible for ensuring that all documentation is properly recorded, and progress is accurately tracked to ensure a smooth and successful construction process from startup to closeout.

RELEVANT EXPERIENCE

*** Wolf Road & I-80 Bridge Deck Replacement (#62N20), Will County, Illinois.** *Illinois Department of Transportation District One.* **LIAISON ENGINEER.** Provided Phase III construction engineering and inspection services to construct a new \$5 million bridge deck on Wolf Road at I-80 within the Village of Mokena. Project improvements entailed removal of the existing superstructure of the two lane structure over I-80, widening the piers and abutments to accommodate a new 2 lane superstructure with shoulders and a multi-use path, milling and resurfacing the existing PCC pavement with PCC patching as required, construction of a 10 foot wide PCC multi-use path, embankment widening, drainage work, landscaping and pavement markings.

*** Traffic Signal Modernization (#62M72 / #62H79), City of Joliet, Illinois.** *Illinois Department of Transportation District One.* **LIAISON ENGINEER.** Provided Phase III construction engineering and inspection services for two concurrent IDOT contracts totaling \$5.3 million. Project improvements consisted of modernized 12 traffic signal intersections. Work included removal of signal controllers and cabinets, mast arms, posts, handholes, foundations, signal heads, pedestrian signal heads, pedestrian push-buttons, and installation of new controllers and cabinets, uninterruptible power supply, mast arms, posts, handholes, foundations, LED signal heads, LED pedestrian signal heads with countdown timers and pedestrian push-buttons.

*** East End Avenue & 26th Street Intersection Widening (#60W80), Cook County, Illinois.** *Illinois Department of Transportation District One.* **LIAISON ENGINEER.** Provided Phase III construction engineering and inspection services for an intersection widening project totaling \$1.1 million in the City of Chicago Heights. Project improvements entailed removal of signal controller and cabinet, mast arms, posts, handholes, foundations, signal heads, and installation of new mast arms, posts, handholes, foundations, signal heads, pedestrian signal heads & push-buttons, resurfacing with polymerized leveling binder and hot-mix asphalt surface course, concrete curb and gutter removal & replacement and pavement markings.

*** IL-53 & Hickory Creek Bridge Latex Concrete Overlay (#60M98), City of Joliet, Illinois.** *Illinois Department of Transportation District One.* **LIAISON ENGINEER.** Provided Phase III construction engineering and inspection services for bridge latex concrete overlay project totaling \$890,000. Project improvement consisted of bridge deck scarification and replacement with a latex concrete overlay, reconstruction of existing joints with strip seal joints, HMA overlay of both approaches, seal top of deck and parapets, partial depth approach and deck patching, combination curb and gutter removal and replacement, cleaning of existing deck drains and substructure concrete repair.

Michael Baker

INTERNATIONAL

Years Experience

21

Education

B.S., Industrial Technologies, Concentration in Construction Management, Eastern Illinois University

CM related - Continuing Education/Training Past Three (3) years

IDOT Documentation of Contract Quantities, Illinois, 2023, 23-20710

IDOT Work Zone Safety Training, Illinois, 2022, 4983856

IDOT S-100 Contract Administration Training, Illinois, 2019, 4603667

IDOT CMMS Construction Training, Illinois, 2019

IDOT CMMS Materials Inventory Training, Illinois, 2024

IDOT QMP Testing Training, Illinois 2018

IDOT S-13b Concrete Superstructures, Illinois, 2024, 5173183

IDOT Regulated Substances Training, 2024, 5162687

IDOT S-11 HMA Field Inspection, 2023, 5079343

IDOT Concrete Pavement 101, 2023, 5093411

IDOT S-51 Steel Structure Construction, 2023, 5079344

IDOT Erosion & Sediment Control Modules I & III, Illinois, 2023

** Prior to Michael Baker*

POOL - CONSTRUCTION INSPECTOR

Chris McGann, PE



Chris has 24 years of construction experience as a Liaison Engineer, Assistant Liaison Engineer and Bridge/Roadway Inspector. He has extensive experience with inspection of earthwork, erosion control, 404 permit compliance, drainage, subgrade, PCC and HMA pavement, bridges over major highways and waterways, cast-in-place (CIP) and pre-cast retaining walls, noise abatement walls, overhead sign structures, construction staging and signing, Intelligent Transportation Systems (ITS), High Mast Light Towers (HMLTs), Continuously Reinforced Concrete (CRC) pavement, and lighting related to complex interchange and expressway reconstruction projects. Chris has a well-earned reputation for having the foresight to anticipate and resolve potential field issues prior to their occurrence, resolving unexpected field issues quickly and accurately, and identifying opportunities to reduce costs and improve schedules.

RELEVANT EXPERIENCE

*** Pump Station #4 Reconstruction (#62B78), Forest Park, Illinois.** *Illinois Department of Transportation District One. LIAISON ENGINEER.* Provided Phase III construction engineering and inspection services to construct a new \$46 million Pump Station that included 10 main pumps each with 22,500 gallons per minute (GPM) capacity and two low flow pumps each with 7,000 GPM capacity. Improvements included two retaining walls and a secant pile temporary excavation retention system consisting of 110 each, 5-foot diameter, 80-foot long drilled shafts, demolition of the existing pump station and repurposing into a grit collection chamber, installation of pumps and associated discharge piping, switchgear, transformers, motor control center, SCADA system, duct banks, mechanical screens, sluice gates and HVAC equipment/ductwork, civil site work consisting of storm sewer, fence, barrier wall, attenuator, erosion control, landscaping and paving.

*** Jane Byrne Interchange, Eastbound I-290 from Racine to Congress Parkway (#60X76), Chicago, Illinois.** *Illinois Department of Transportation District One. LIAISON ENGINEER.* Provided Phase III construction engineering and inspection services for the \$31 million reconstruction of Eastbound I-290 as part of the Jane Byrne Interchange project that included jointed pavement and barrier wall removal and replacement, construction of three CIP retaining walls, one of which being 560-foot long, 27-feet tall and consisting of 57 each 6-foot diameter, 85-foot long drilled shafts as well as construction of overhead sign truss and foundations, installation of lighting, HMLT's, ITS components, storm sewer, fence and attenuators, earthwork, erosion control and landscaping as well as all incidental work necessary to complete the improvement.

*** Northbound Illinois Route 171 from 47th Street to 55th Street Bridge Contracts (#60W75 / #60W78), Cook and DuPage Counties, Illinois.** *Illinois Department of Transportation District One. LIAISON ENGINEER.* Provided Phase III construction engineering and inspection services for two concurrent IDOT contracts totaling \$28 million which included reconstruction, widening, and rehabilitation of seven bridges over I-55, railroads and waterways. Work included pavement removal and resurfacing, construction of 39 each HMLT's, drilled shaft foundations and various overhead sign trusses, earthwork, erosion control, landscaping, and all incidental work necessary to complete the improvement. The project replaced and improved major segments of aging infrastructure that serve the commercial and residential land uses of the developed areas of western Cook County. The project required extensive coordination with multiple stakeholders, including Lyons, McCook, and Summit townships, Cook and DuPage Counties, railroads, and utilities.

*** I-12-4066 - Roadway Widening and Bridge Construction I-57 and Ramp B Tri-State Tollway (I-294), Mile Post 7.5 to Mile Post 7.8, Chicago Southlands, Illinois.** *Illinois Tollway. ASSISTANT LIAISON ENGINEER.* Provided Phase III construction engineering and inspection services as Assistant Liaison Engineer for the new I-294 and I-57 interchange including construction of an 8-foot curved plate girder 13-span flyover structure connecting Northbound I-57 to Northbound I-294, embankment, retaining walls, drainage, new ramps consisting of CRC pavement and jointed pavement, new toll collection facilities, and intelligent transportation systems features.

Michael Baker

INTERNATIONAL

Years Experience
24

Education
B.S., Mechanical Engineering, Marquette University

Licenses/Certifications

Professional Engineer, Illinois, 2007, 062060473

IDOT Documentation of Contract Quantities, Illinois, 2024, 24-22148

IDOT PCC Level I & II Aggregate Technician, Illinois, 1999

IDOT S33 Soils Field Testing & Inspection, Illinois, 2013, 2376413

IDOT CMMS Certification, Illinois, 2019

Illinois Tollway Quality in the Concrete Paving Process, 2015

CM related - Continuing Education/Training Past Three (3) years

Concrete Pavement Rehabilitation, Partial Depth Repair, 2023

Plan Review Techniques for Infrastructure Projects, 2023

Construction Project Documentation: Navigating Pitfalls, 2023

Traffic Control Measures, 2023

** Prior to Michael Baker*

POOL - RESIDENT ENGINEER

Majid Rashid, PE



Majid has 29 years of extensive work experience in the fields of Civil/Structural Engineering and Construction Management with responsibilities in diverse aspects of design and construction. Worked in all capacities including, owner of Architect/Engineering Firm, Resident Engineer, Construction Manager, Program Manager, Projects Manager, Quality Assurance Quality Control (QA/QC) Manager, Engineering Manager, Senior Project Manager, Senior Project Engineer, Resident Engineer and Construction Inspector. Offers an extensive background in a variety of projects including Bridges, Highways, Railroad, Infrastructure and Building design/construction. Demonstrates excellent

communication, management and interpersonal communication skills whilst interfacing with all levels of company management, consultants and contractors. Proven expertise in all aspects of work both technical and administrative. Worked on several projects for IDOT, Several Illinois Counties, Illinois Tollway, CDOT, Metra, and several other state agencies.

RELEVANT EXPERIENCE

Lincoln-Ashland-Belmont Section 2 Improvements CM (S-4-141), Illinois. City of Chicago Department of Transportation (CDOT). **RESIDENT ENGINEER.** Providing Resident Engineer services for the construction Management of \$14 million Intersection and roadway improvement project for one of the most complex intersections in the City of Chicago. Work includes pavement removal and replacement, drainage improvements, curb and gutter replacements, streetscape elements, roadway lighting and traffic signal infrastructure improvements.

Devon Avenue Interchange, Rosemont, Illinois. ISTHA. **SENIOR PROJECT ENGINEER.** Responsible for preparation of final contract plans of two new plate girder bridges on I-294 over Devon Avenue with curved alignment. Also, responsible for design of variety of retaining walls, sign structures and foundations and an unattended toll plaza.

Community Infrastructure Contracts, Illinois. CDOT. **RESIDENT ENGINEER.** Duties included managing multiple infrastructure improvement work orders annually from survey to closeout, as part of the CIC projects. Responsible for daily scheduling and supervision of a team of multiple inspectors and documentation engineers for field inspection and closeout of various City/Cook County funded work orders. Coordinating closely with various City Ward offices to provide updates on active work orders. Responsible for timely payment to the contractor for their work. Responsible for verifying field lay outs for multiple work orders,

tracking quantities and performing closeout for work orders citywide annually. Responsible for tracking and verifying QC for ADA Ramps, performing surveys for corners and work orders with drainage issues. Communicating with homeowners for shared cost sidewalk program work orders. Responsible for coordinating contractor schedule, and monitoring and tracking various impacts associated with the Menu funded work orders.

Biennial and Fracture Critical Bridge, Chicago, Illinois. CDOT. **SENIOR PROJECT ENGINEER.** Responsible for the inspection projects. Responsible for both the Biennial and Fracture Critical bridge inspection projects. Duties included structural condition inspection of a variety of bridges and pedestrian tunnels all over Chicago and preparation of Bridge Condition Reports.

Pulaski Road Viaduct over I-55, Cook County, Illinois. CDOT. **SENIOR PROJECT ENGINEER.** Responsible for structural inspections, preparation of TS&L drawings and preparation of final contract plans for major rehabilitation of Pulaski Road Viaduct at I-55.

43rd & 51st Street Viaducts over Dan Ryan Expressway, Chicago, Illinois. IDOT, District One. **SENIOR PROJECT ENGINEER.** Responsible for structural inspections, preparation of TS&L drawings and preparation of final contract plans for the replacement of existing superstructures and vaulted abutments.



MATERIAL SERVICE TESTING

Years Experience
29

Education
M.S.C.E., New Jersey Institute of Technology (Newark College of Engineering)

B.S.C.E., NED University of Engineering and Technology

Licenses/Certifications
Professional Engineer, Illinois, 2002, 062-055590

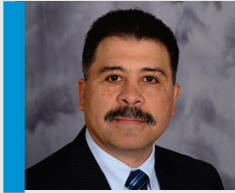
IDOT Doc. Cert. #24-22548

CM related - Continuing Education/Training Past Three (3) years

Construction Management Training

SURVEY CHIEF

Gerardo P. Sanchez, PLS



Gerardo is a professional land surveyor with more than 31 years of experience in a wide variety of surveying applications including transportation design surveys, control surveys, quality control, land acquisition surveys, hydrographic surveys, aerial photogrammetry ground control, ALTA/ACSM Land Title Surveys and boundary surveys in a variety of projects including surveys for airports, highways, expressways, bridges, railroads, transit lines, and underground utilities.

Gerardo has been involved in all facets of land surveying, from field work to Department Management, on all types of boundary and topographic surveys, multi-phase development projects, GPS control and networks, wetlands and floodplain surveys, utility surveys, aerial photogrammetry control networks, right of way and highway route surveys, research and analysis of record documents, recovery and replacement of government land survey monumentation and writing legal description. Gerardo has extensive experience in complex boundary and ALTA/ACSM Land Title Surveys and is particularly versed in boundary analysis and retracement survey work including chain of title analysis through records research at State, County, and Township offices.

RELEVANT EXPERIENCE

Reconstruction of Lake Cook Road, Cook-Lake Counties, Illinois. CCDOTH. PROJECT SURVEYOR.

Providing survey support services for the reconstruction and widening of Lake Cook Road from Raupp Blvd to Hastings Drive including parts of Route 83, Buffalo Grove and Weiland Road. Project scope consists of the patching and overlaying Lake Cook Road between Arlington Heights Road and Raupp Blvd. The project includes lighting, underground utilities, and traffic signal improvements. Services include oversight of the \$5.5M budget project from start to finish, preparing pay estimates using CCDOTH web portal, quantity breakdown, entry of items into CCDOTH e-Builder system, oversight and scheduling of inspectors, progress meeting leadership, and community coordination.

Reconstruction of Wentworth-Wells, Chicago, Illinois. City of Chicago Department of Transportation. PROJECT SURVEYOR. Served as part of the Construction Management team for the construction of the Wentworth Street to Wells Street from 18th Street to Roosevelt Road. Our survey scope of work includes the verification of the survey control, survey of existing conditions and the survey of the various surfaces of the proposed pavement for volume payment calculations. In addition, we performed the quality layout verification during the construction of the railroad bridges, verifying the location of the pile footing, as well as verifying the construction of the abutment and piers of the bridges. Metal bridge deck and girders under the Metra tracks was assembled

off-site requiring strict as-built verification of the abutment caps and anchor bolts for the bearing seats as well as the verification of the girders prior to the placement at final location

Monroe Bridge over I-90/I-94, Illinois. IDOT District One. SURVEY MANAGER. Gerardo Sanchez was the Survey Manager in support of the construction management team lead during the replacement of the Monroe Bridge over the I- 90/I- 94 Expressway. Scope of work included the field verification of existing survey control and benchmarks, establishing additional control to be used for the construction, performing verification of bridge footings, verify line and grade for pier and abutment caps and bearing seats as well as verification of bridge fillets prior to the pouring of the bridge deck. Perform an as-built survey at completion of project and perform calculation for volume of excavation and materials.

Harlem Avenue (IL Route 43) and 95th Street (US Route 20), Cook County, Illinois. IDOT District One. SURVEY MANAGER. Gerardo was the Survey Manager as a subconsultant to Harry O. Hefter, Inc. The project included Topographic and Utility Survey Services for this Phase II design project for the improvements of the main line and intersection ramps for the replacement of the Union Pacific Railroad Bridge over Grand Avenue in Gurnee Illinois.



Years Experience
31

Education
Graduated Courses
Specialization on Highway
Design, Universidad Del
Estado Mexico (UAEM)

BS Civil Engineering,
Universidad de Michoacan
(UMSNH), Mexico

Licenses/Certifications
**Professional Land
Surveyor -
Illinois (2002)
Indiana (2009)**

Certificate: OSHA 10-Hours

6.2.7 KEY PERSONNEL COMMITMENT CHART

Michael Baker
INTERNATIONAL

Work Order #13 – Traffic Signal Replacement (HSIP)
Package #1. Kedzie and 175th Street Intersection

FORM C-CURRENT AND FUTURE COMMITMENTS

RFQ: 2316-05022C

CURRENT AND FUTURE COMMITMENTS OF KEY PERSONNEL

NAME OF RESPONDENT: Michael Baker International, Inc.

Respondent will provide all information noted below:
Respondent 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
Scott Rodseth, PE	Project Manager	Various PM Duties on Various Projects	Various Locations	30%	Feb-25
Naveen Parakalla , PE	Resident Engineer	CCDOTH - Central Avenue Bridge Rehabilitation	Villages of Stickney and Forest View, IL	95%	Jul-25
Joe Jacobsen, PE	Assistant Resident Engineer	CCDOTH - Central Avenue Bridge Rehabilitation	Villages of Stickney and Forest View, IL	95%	Jul-25
Shakeel Ansari	Document Engineer / Material Engineer	CCDOTH - Central Avenue Bridge Rehabilitation	Villages of Stickney and Forest View, IL	95%	Jul-25
Glenn Dorsey	Materials QA Technician/ Inspector	Various Materials Projects	Various Locations	80%	Feb-25
Kadir Oztimur	Construction Inspector	Tollway - GEC Surety Walkthrough Inspections	Tollway Systemwide Locations	100%	Dec-24
Manny Patel	Construction Inspector	I-55 at Joliet Rd and IL 53	Bolingbrook, IL	100%	9/2024

EXHIBIT 4 Schedule of Compensation

The following overhead rates will be permanent for the contract base years. Updated overhead rates may be considered for extensions. Consultant must submit a request in writing to the Department of Transportation and Highways for consideration.

Michael Baker International, Inc. – Office Rate – 140.86% Field Rate – 114.37%
Program Management and Control Services, LLC -73.91 %
APS Consulting, Inc. – 91.92% DB Sterlin Consultants, Inc. – 124.65%
Material Service Testing, Inc. – 152.73% Sanchez & Associates, P.C. – 101.98%

Bush Infotech Group, Inc. will be incorporated as “Other Direct Cost”.

Wage Rates:

All billable wages shall be actual, not to exceed \$90.00 / Hour.

No Retainage will be withheld.

Monthly Invoicing: The consultant must submit original invoices on a monthly basis to the Department to apply against the contract (PO). Consultant must support each invoice with reasonable detail including subconsultant costs. Consultant must maintain complete documentation of all costs incurred for review and audit by the County or its designated representative(s). Consultant must submit each invoice in the format directed by the Department with progress report identifying any variances from budget or schedule and explaining the reasons for such variances.

Method of Payment: Cost Plus Fixed Fee (CPFF) method of compensation based on BLR 5514.

CPFF formula: $\text{Compensation} = \text{DL} + \text{DC} + \text{OH} + \text{FF}$

Where Fixed Fee (FF):

For Prime Agreements is: $(0.33 + R) \text{DL} + \% \text{DL} = \text{FF}$
 $\% \text{DL} = 10\% \text{ of Direct Labor (DL) of Subs}$

For Sub-Consultants
 $(0.33 + R) \text{DL}$

Note: The Total Fixed Fee cannot exceed 15% of DL + OH unless expressly stated in the advertisement. For Prime Consultants, the Total Fixed Fee includes the Subconsultant %DL.

Where:

R= Complexity Factor: 0
DL = Direct Labor
DC= Direct Cost
OH= Overhead Rate

Escalation Rate:

The percentage used to project the consultant’s current hourly rate throughout the life of the contract to account for future raises will be 3% per year, effective January 1 of each year.

Department of Transportation and Highways

Contract # 2316-05022 C

Average and Maximum Hourly Rates by Classification

Company: Michael Baker International

3% Escalation

\$ 90.00 Max Rate

	Calendar Year 2025		Calendar Year 2026		Calendar Year 2027		Calendar Year 2028		Calendar Year 2029		Calendar Year 2030	
	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate
Labor Classification	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Office Executive IV	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Operation Manager V	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Regional Operations Lead	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Technical Manager IV	\$ 88.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Department Manager II	\$ 84.19	\$ 90.00	\$ 86.72	\$ 90.00	\$ 89.32	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Project Manager III	\$ 88.03	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Resident Engineer	\$ 85.24	\$ 90.00	\$ 87.80	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Operation Manager III	\$ 80.77	\$ 80.77	\$ 83.19	\$ 83.19	\$ 85.69	\$ 85.69	\$ 88.26	\$ 88.26	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Technical Manager III	\$ 81.60	\$ 90.00	\$ 84.05	\$ 90.00	\$ 86.57	\$ 90.00	\$ 89.17	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
CADD Technician II	\$ 42.36	\$ 44.72	\$ 43.63	\$ 46.06	\$ 44.94	\$ 47.44	\$ 46.29	\$ 48.87	\$ 47.68	\$ 50.33	\$ 49.11	\$ 51.84
Operations Manager IV	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Project Manager II	\$ 81.93	\$ 86.89	\$ 84.39	\$ 89.50	\$ 86.92	\$ 90.00	\$ 89.53	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Operations Manager II	\$ 85.00	\$ 85.00	\$ 87.55	\$ 87.55	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Regional Technical Manager II	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Technical Manager II	\$ 75.54	\$ 83.02	\$ 77.81	\$ 85.51	\$ 80.14	\$ 88.08	\$ 82.54	\$ 90.00	\$ 85.02	\$ 90.00	\$ 87.57	\$ 90.00
Business Developer I	\$ 70.33	\$ 70.33	\$ 72.44	\$ 72.44	\$ 74.61	\$ 74.61	\$ 76.85	\$ 76.85	\$ 79.16	\$ 79.16	\$ 81.53	\$ 81.53
Planner I	\$ 39.19	\$ 41.01	\$ 40.37	\$ 42.24	\$ 41.58	\$ 43.51	\$ 42.82	\$ 44.81	\$ 44.11	\$ 46.16	\$ 45.43	\$ 47.54
Department Manager I	\$ 80.40	\$ 90.00	\$ 82.81	\$ 90.00	\$ 85.30	\$ 90.00	\$ 87.86	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Electrical Engineer II	\$ 83.15	\$ 83.15	\$ 85.64	\$ 85.64	\$ 88.21	\$ 88.21	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Technical Manager I	\$ 64.90	\$ 64.90	\$ 66.85	\$ 66.85	\$ 68.85	\$ 68.85	\$ 70.92	\$ 70.92	\$ 73.05	\$ 73.05	\$ 75.24	\$ 75.24
Planner IV	\$ 55.35	\$ 55.35	\$ 57.01	\$ 57.01	\$ 58.72	\$ 58.72	\$ 60.48	\$ 60.48	\$ 62.30	\$ 62.30	\$ 64.17	\$ 64.17
Construction Manager	\$ 69.39	\$ 75.00	\$ 71.47	\$ 77.25	\$ 73.62	\$ 79.57	\$ 75.82	\$ 81.95	\$ 78.10	\$ 84.41	\$ 80.44	\$ 86.95
Designer IV	\$ 56.93	\$ 58.65	\$ 58.64	\$ 60.41	\$ 60.40	\$ 62.22	\$ 62.21	\$ 64.09	\$ 64.08	\$ 66.01	\$ 66.00	\$ 67.99
Civil Engineer III	\$ 63.83	\$ 69.50	\$ 65.74	\$ 71.59	\$ 67.72	\$ 73.73	\$ 69.75	\$ 75.94	\$ 71.84	\$ 78.22	\$ 74.00	\$ 80.57
Project Manager I	\$ 70.27	\$ 73.37	\$ 72.38	\$ 75.57	\$ 74.55	\$ 77.84	\$ 76.79	\$ 80.17	\$ 79.09	\$ 82.58	\$ 81.46	\$ 85.06
Technical Writer IV	\$ 61.60	\$ 61.60	\$ 63.45	\$ 63.45	\$ 65.35	\$ 65.35	\$ 67.31	\$ 67.31	\$ 69.33	\$ 69.33	\$ 71.41	\$ 71.41
Technical Specialist IV	\$ 63.58	\$ 63.58	\$ 65.49	\$ 65.49	\$ 67.45	\$ 67.45	\$ 69.48	\$ 69.48	\$ 71.56	\$ 71.56	\$ 73.71	\$ 73.71
Civil Engineer II	\$ 59.47	\$ 69.00	\$ 61.25	\$ 71.07	\$ 63.09	\$ 73.20	\$ 64.98	\$ 75.40	\$ 66.93	\$ 77.66	\$ 68.94	\$ 79.99
Architect IV	\$ 52.13	\$ 52.13	\$ 53.69	\$ 53.69	\$ 55.30	\$ 55.30	\$ 56.96	\$ 56.96	\$ 58.67	\$ 58.67	\$ 60.43	\$ 60.43
Civil Engineer I	\$ 49.58	\$ 53.81	\$ 51.07	\$ 55.42	\$ 52.60	\$ 57.09	\$ 54.18	\$ 58.80	\$ 55.80	\$ 60.56	\$ 57.48	\$ 62.38
Designer III	\$ 52.10	\$ 52.10	\$ 53.66	\$ 53.66	\$ 55.27	\$ 55.27	\$ 56.93	\$ 56.93	\$ 58.64	\$ 58.64	\$ 60.40	\$ 60.40
Design Associate II	\$ 52.77	\$ 57.46	\$ 54.35	\$ 59.18	\$ 55.98	\$ 60.96	\$ 57.66	\$ 62.79	\$ 59.39	\$ 64.67	\$ 61.17	\$ 66.61
Civil Associate II	\$ 44.61	\$ 49.20	\$ 45.95	\$ 50.68	\$ 47.33	\$ 52.20	\$ 48.75	\$ 53.76	\$ 50.21	\$ 55.38	\$ 51.72	\$ 57.04
Civil Associate I	\$ 39.81	\$ 45.32	\$ 41.00	\$ 46.68	\$ 42.23	\$ 48.08	\$ 43.50	\$ 49.52	\$ 44.81	\$ 51.01	\$ 46.15	\$ 52.54
Office Executive III	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Intern PT-Temp	\$ 22.17	\$ 26.00	\$ 22.84	\$ 26.78	\$ 23.52	\$ 27.58	\$ 24.23	\$ 28.41	\$ 24.95	\$ 29.26	\$ 25.70	\$ 30.14
Department Manager III	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Technical Consultant II	\$ 81.06	\$ 90.00	\$ 83.49	\$ 90.00	\$ 86.00	\$ 90.00	\$ 88.58	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Regional Technical Manager I	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Mechanical Engineer II	\$ 69.60	\$ 69.60	\$ 71.69	\$ 71.69	\$ 73.84	\$ 73.84	\$ 76.05	\$ 76.05	\$ 78.34	\$ 78.34	\$ 80.69	\$ 80.69

Construction Management Services Various-Variou (Task Orders) Contract

Department of Transportation and Highways

Contract # 2316-05022 C

Average and Maximum Hourly Rates by Classification

Company: APS Consulting, Inc.

\$90 Cap on Max Rate

[illegible]

Escalation Rate: The percentage used to project the consultant's current hourly rate throughout the life of the contract to account for future raises will be 3% per year, effective January 1 of each year.

Department of Transportation and Highways
Contract # 2316-05022 C
Average and Maximum Hourly Rates by Classification

[illegible]

Escalation Rate: The percentage used to project the consultant's current hourly rate throughout the life of the contract to account for future raises will be 3% per year, effective January 1 of each year.

Construction Management Services Various-Various (Task Orders) Contract

Department of Transportation and Highways

Contract # 2316-05022 C

Average and Maximum Hourly Rates by Classification

Company: DB Sterlin Consultants, Inc.

\$90 Cap on Max Rate

Labor Classification	Calendar Year 2025		Calendar Year 2026		Calendar Year 2027		Calendar Year 2028		Calendar Year 2029		Calendar Year 2030	
	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate
CADD Manager	\$ 80.15	\$ 80.15	\$ 82.55	\$ 82.55	\$ 85.03	\$ 85.03	\$ 87.58	\$ 87.58	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
CADD Technician I	\$ 30.63	\$ 32.14	\$ 31.55	\$ 33.10	\$ 32.50	\$ 34.09	\$ 33.47	\$ 35.12	\$ 34.48	\$ 36.17	\$ 35.51	\$ 37.26
CADD Technician II	\$ 40.63	\$ 43.20	\$ 41.85	\$ 44.50	\$ 43.11	\$ 45.84	\$ 44.40	\$ 47.21	\$ 45.73	\$ 48.63	\$ 47.10	\$ 50.09
CADD Technician III	\$ 47.87	\$ 50.07	\$ 49.31	\$ 51.58	\$ 50.79	\$ 53.12	\$ 52.31	\$ 54.72	\$ 53.88	\$ 56.36	\$ 55.50	\$ 58.05
Civil Engineering Technician II	\$ 42.38	\$ 42.38	\$ 43.66	\$ 43.66	\$ 44.97	\$ 44.97	\$ 46.31	\$ 46.31	\$ 47.70	\$ 47.70	\$ 49.13	\$ 49.13
Civil Engineering Technician III	\$ 51.74	\$ 51.74	\$ 53.29	\$ 53.29	\$ 54.89	\$ 54.89	\$ 56.53	\$ 56.53	\$ 58.23	\$ 58.23	\$ 59.98	\$ 59.98
Civil Project Engineer I	\$ 60.24	\$ 61.50	\$ 62.04	\$ 63.35	\$ 63.91	\$ 65.25	\$ 65.82	\$ 67.21	\$ 67.80	\$ 69.22	\$ 69.83	\$ 71.30
Civil Project Engineer II	\$ 68.88	\$ 73.85	\$ 70.95	\$ 76.07	\$ 73.08	\$ 78.35	\$ 75.27	\$ 80.70	\$ 77.53	\$ 83.12	\$ 79.85	\$ 85.61
Civil Project Engineer III	\$ 76.21	\$ 77.06	\$ 78.50	\$ 79.37	\$ 80.86	\$ 81.75	\$ 83.28	\$ 84.20	\$ 85.78	\$ 86.73	\$ 88.35	\$ 89.33
Construction Engineer I	\$ 43.91	\$ 49.48	\$ 45.23	\$ 50.96	\$ 46.59	\$ 52.49	\$ 47.98	\$ 54.07	\$ 49.42	\$ 55.69	\$ 50.91	\$ 57.36
Construction Engineer II	\$ 46.71	\$ 50.39	\$ 48.11	\$ 51.91	\$ 49.56	\$ 53.46	\$ 51.04	\$ 55.07	\$ 52.58	\$ 56.72	\$ 54.15	\$ 58.42
Construction Engineer III	\$ 54.66	\$ 58.00	\$ 56.30	\$ 59.74	\$ 57.99	\$ 61.53	\$ 59.73	\$ 63.38	\$ 61.52	\$ 65.28	\$ 63.37	\$ 67.24
Construction Project Engineer I	\$ 56.47	\$ 57.00	\$ 58.17	\$ 58.71	\$ 59.91	\$ 60.47	\$ 61.71	\$ 62.28	\$ 63.56	\$ 64.15	\$ 65.47	\$ 66.08
Construction Project Engineer II	\$ 62.52	\$ 64.82	\$ 64.40	\$ 66.76	\$ 66.33	\$ 68.76	\$ 68.32	\$ 70.83	\$ 70.37	\$ 72.95	\$ 72.48	\$ 75.14
Construction Project Engineer III	\$ 72.16	\$ 73.82	\$ 74.33	\$ 76.03	\$ 76.56	\$ 78.31	\$ 78.85	\$ 80.66	\$ 81.22	\$ 83.08	\$ 83.66	\$ 85.58
Construction Project Engineer IV	\$ 85.63	\$ 85.63	\$ 88.20	\$ 88.20	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Construction Project Technician I	\$ 65.81	\$ 65.81	\$ 67.78	\$ 67.78	\$ 69.82	\$ 71.91	\$ 71.91	\$ 71.91	\$ 74.07	\$ 74.07	\$ 76.29	\$ 76.29
Construction Project Technician II	\$ 79.70	\$ 79.70	\$ 82.09	\$ 82.09	\$ 84.55	\$ 84.55	\$ 87.09	\$ 87.09	\$ 89.70	\$ 89.70	\$ 90.00	\$ 90.00
Construction Project Technician III	\$ 86.14	\$ 86.14	\$ 88.72	\$ 88.72	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Construction Project Technician IV	\$ 87.38	\$ 87.38	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Construction Technician I	\$ 37.57	\$ 38.77	\$ 38.70	\$ 39.94	\$ 39.86	\$ 41.13	\$ 41.05	\$ 42.37	\$ 42.28	\$ 43.64	\$ 43.55	\$ 44.95
Construction Technician II	\$ 51.20	\$ 54.21	\$ 52.73	\$ 55.83	\$ 54.32	\$ 57.51	\$ 55.95	\$ 59.23	\$ 57.62	\$ 61.01	\$ 59.35	\$ 62.84
Construction Technician III	\$ 58.55	\$ 79.76	\$ 60.30	\$ 82.15	\$ 62.11	\$ 84.62	\$ 63.98	\$ 87.16	\$ 65.90	\$ 89.77	\$ 67.87	\$ 90.00
Construction Technician IV	\$ 60.83	\$ 60.83	\$ 62.66	\$ 62.66	\$ 64.54	\$ 64.54	\$ 66.47	\$ 66.47	\$ 68.47	\$ 68.47	\$ 70.52	\$ 70.52
Document Control Specialist I	\$ 32.97	\$ 33.69	\$ 33.96	\$ 34.70	\$ 34.98	\$ 35.74	\$ 36.03	\$ 36.82	\$ 37.11	\$ 37.92	\$ 38.22	\$ 39.06
Document Control Specialist II	\$ 46.23	\$ 49.16	\$ 47.62	\$ 50.63	\$ 49.04	\$ 52.15	\$ 50.52	\$ 53.72	\$ 52.03	\$ 55.33	\$ 53.59	\$ 56.99
Engineer I	\$ 39.73	\$ 42.28	\$ 40.92	\$ 43.55	\$ 42.15	\$ 44.85	\$ 43.41	\$ 46.20	\$ 44.71	\$ 47.58	\$ 46.06	\$ 49.01
Engineer II	\$ 44.94	\$ 46.52	\$ 46.29	\$ 47.91	\$ 47.68	\$ 49.35	\$ 49.11	\$ 50.83	\$ 50.58	\$ 52.36	\$ 52.10	\$ 53.93
Engineer III	\$ 50.85	\$ 54.19	\$ 52.37	\$ 55.81	\$ 53.94	\$ 57.49	\$ 55.56	\$ 59.21	\$ 57.23	\$ 60.99	\$ 58.94	\$ 62.82
Engineer IV	\$ 54.68	\$ 55.57	\$ 56.32	\$ 57.24	\$ 58.01	\$ 58.96	\$ 59.75	\$ 60.72	\$ 61.54	\$ 62.55	\$ 63.38	\$ 64.42
Planner I	\$ 35.34	\$ 35.34	\$ 36.40	\$ 36.40	\$ 37.50	\$ 37.50	\$ 38.62	\$ 38.62	\$ 39.78	\$ 39.78	\$ 40.97	\$ 40.97
Planner II	\$ 49.62	\$ 49.62	\$ 51.11	\$ 51.11	\$ 52.64	\$ 52.64	\$ 54.22	\$ 54.22	\$ 55.84	\$ 55.84	\$ 57.52	\$ 57.52
PMO Analyst I	\$ 39.96	\$ 40.41	\$ 41.15	\$ 41.63	\$ 42.39	\$ 42.87	\$ 43.66	\$ 44.16	\$ 44.97	\$ 45.49	\$ 46.32	\$ 46.85
PMO Analyst II	\$ 44.30	\$ 44.42	\$ 45.62	\$ 45.75	\$ 46.99	\$ 47.12	\$ 48.40	\$ 48.54	\$ 49.86	\$ 49.99	\$ 51.35	\$ 51.49
Professional Land Surveyor II	\$ 78.50	\$ 78.50	\$ 80.86	\$ 80.86	\$ 83.29	\$ 83.29	\$ 85.78	\$ 85.78	\$ 88.36	\$ 88.36	\$ 90.00	\$ 90.00
Project Engineer I	\$ 55.24	\$ 55.24	\$ 56.90	\$ 56.90	\$ 58.61	\$ 58.61	\$ 60.36	\$ 60.36	\$ 62.17	\$ 62.17	\$ 64.04	\$ 64.04
Project Engineer II	\$ 67.60	\$ 67.88	\$ 69.63	\$ 69.92	\$ 71.72	\$ 72.02	\$ 73.87	\$ 74.18	\$ 76.09	\$ 76.40	\$ 78.37	\$ 78.70

Construction Management Services Various-Various (Task Orders) Contract

Project Engineer III	\$ 79.10	\$ 79.10	\$ 81.47	\$ 81.47	\$ 81.47	\$ 83.92	\$ 83.92	\$ 86.44	\$ 86.44	\$ 89.03	\$ 89.03	\$ 90.00	\$ 90.00
Project Surveyor II	\$ 72.01	\$ 72.01	\$ 74.17	\$ 74.17	\$ 74.17	\$ 76.39	\$ 76.39	\$ 78.68	\$ 78.68	\$ 81.04	\$ 81.04	\$ 83.48	\$ 83.48
Project Surveyor III	\$ 79.97	\$ 79.97	\$ 82.37	\$ 82.37	\$ 82.37	\$ 84.85	\$ 84.85	\$ 87.39	\$ 87.39	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Senior Engineer I	\$ 83.38	\$ 83.38	\$ 85.88	\$ 85.88	\$ 85.88	\$ 88.46	\$ 88.46	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Senior Engineer III	\$ 87.38	\$ 87.38	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Senior Engineer IV	\$ 87.38	\$ 87.38	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Senior PMO Analyst I	\$ 49.13	\$ 49.13	\$ 50.60	\$ 50.60	\$ 50.60	\$ 52.12	\$ 52.12	\$ 53.68	\$ 53.68	\$ 55.29	\$ 55.29	\$ 56.95	\$ 56.95
Senior PMO Analyst III	\$ 68.02	\$ 68.02	\$ 70.06	\$ 70.06	\$ 70.06	\$ 72.17	\$ 72.17	\$ 74.33	\$ 74.33	\$ 76.56	\$ 76.56	\$ 78.86	\$ 78.86
Structural Project Engineer I	\$ 57.39	\$ 57.39	\$ 59.11	\$ 59.11	\$ 59.11	\$ 60.89	\$ 60.89	\$ 62.71	\$ 62.71	\$ 64.60	\$ 64.60	\$ 66.53	\$ 66.53
Structural Project Engineer II	\$ 72.48	\$ 72.48	\$ 74.65	\$ 74.65	\$ 74.65	\$ 76.89	\$ 76.89	\$ 79.20	\$ 79.20	\$ 81.57	\$ 81.57	\$ 84.02	\$ 84.02
Structural Project Engineer III	\$ 78.15	\$ 78.86	\$ 80.49	\$ 80.49	\$ 81.22	\$ 83.66	\$ 83.66	\$ 85.39	\$ 86.17	\$ 87.95	\$ 88.75	\$ 90.00	\$ 90.00
Structural Project Engineer IV	\$ 87.38	\$ 87.38	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Survey Crew Member I	\$ 27.43	\$ 27.69	\$ 28.25	\$ 28.25	\$ 28.53	\$ 29.10	\$ 29.38	\$ 29.97	\$ 30.26	\$ 30.87	\$ 31.17	\$ 31.80	\$ 32.11
Survey Crew Member II	\$ 42.52	\$ 42.52	\$ 43.80	\$ 43.80	\$ 43.80	\$ 45.11	\$ 45.11	\$ 46.47	\$ 46.47	\$ 47.86	\$ 47.86	\$ 49.30	\$ 49.30
Survey Crew Member III	\$ 47.19	\$ 48.78	\$ 48.61	\$ 48.61	\$ 50.24	\$ 50.07	\$ 51.75	\$ 51.57	\$ 53.30	\$ 53.12	\$ 54.90	\$ 56.54	\$ 56.54
Survey Crew Member IV	\$ 52.83	\$ 55.00	\$ 54.41	\$ 54.41	\$ 56.65	\$ 56.04	\$ 58.35	\$ 57.72	\$ 60.10	\$ 59.46	\$ 61.90	\$ 63.76	\$ 63.76

Escalation Rate: The percentage used to project the consultant's current hourly rate throughout the life of the contract to account for future raises will be 3% per year, effective January 1 of each year.

[illegible]

Construction Management Services Various-Variou (Task Orders) Contract

Department of Transportation and Highways

Contract # 2316-05022 C

Average and Maximum Hourly Rates by Classification

Company:

\$90 Cap on Max Rate

[illegible]

Escalation Rate: The percentage used to project the consultant's current hourly rate throughout the life of the contract to account for future raises will be 3% per year, effective January 1 of each year.

Construction Management Services Various-Variou (Task Orders) Contract

Department of Transportation and Highways

Contract # 2316-05022 C

Average and Maximum Hourly Rates by Classification

Company: Sanchez & Associates, P.C.

\$90 Cap on Max Rate

2/14/2025

[illegible]

Escalation Rate: The percentage used to project the consultant's current hourly rate throughout the life of the contract to account for future raises will be 3% per year, effective January 1 of each year.



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

October 24, 2024

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Joe Catalano
Michael Baker International, Inc.
200 West Adams Street
Suite 1800
Chicago, IL 60606

Dear Joe Catalano,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2023. Your firm's total annual transportation fee capacity will be \$59,200,000.

Your firm's Office Rate rate of 140.86%, Corporate Engineering Overhead rate of 137.48% and Field Rate rate of 114.37% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11 (d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

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

Your firm is prequalified until December 31, 2024. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

SEFC PREQUALIFICATIONS FOR Michael Baker International, Inc.

CATEGORY	STATUS
Special Plans - Lighting: Complex	A
Special Plans - Traffic Signals	X
Hydraulic Reports - Pump Stations	X
Hydraulic Reports - Waterways: Typical	X
Hydraulic Reports - Waterways: Complex	X
Structures - Moveable	X
Structures: Major River Bridges	X
Structures - Highway: Simple	X
Environmental Reports - Environmental Impact Statement	X
Special Studies- Location Drainage	X
Highways - Freeways	X
Special Services - Public Involvement	X
Special Studies - Signal Coordination & Timing (SCAT)	X
Structures - Railroad	X
Structures - Highway: Typical	X
Special Plans - Pumping Stations	X
Special Studies - Feasibility	X
Transportation Studies - Railway Engineering	X
Special Studies - Safety	X
Highways - Roads and Streets	X
Structures - Highway: Complex	X
Location Design Studies - Rehabilitation	X
Special Services - Electrical Engineering	X
Transportation Studies - Mass Transit	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Studies - Traffic Studies	X
Special Services - Construction Inspection	X
Environmental Reports - Environmental Assessment	X
Special Plans - Lighting: Typical	X
Transportation Studies - Railway Planning	X
Special Services - Mechanical	X

Location Design Studies - New Construction/Major Reconstruction	X
Structures - Highway: Advanced Typical	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

August 15, 2024

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Sally Orozco
Program Management & Control Services, LLC (PMCS)
102 W. Burlington Avenue
1
La Grange, IL 60525

Dear Sally Orozco,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2023. Your firm's total annual transportation fee capacity will be \$5,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 73.91% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

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

Your firm is prequalified until December 31, 2024. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

**SEFC PREQUALIFICATIONS FOR Program Management & Control Services,
LLC (PMCS)**

CATEGORY	STATUS
Special Services - Project Controls	X
Special Services - Construction Inspection	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

August 7, 2024

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Shakti Joshi
APS CONSULTING, INC.
5519 N. Cumberland Ave., Suite 1011
Chicago, IL 60656

Dear Shakti Joshi,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2023. Your firm's total annual transportation fee capacity will be \$4,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 91.92% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

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

Your firm is prequalified until December 31, 2024. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

SEFC PREQUALIFICATIONS FOR APS CONSULTING, INC.

CATEGORY	STATUS
Highways - Freeways	X
Highways - Roads and Streets	X
Special Services - Construction Inspection	X
Airports - Design	A
Special Studies- Location Drainage	X
Hydraulic Reports - Waterways: Typical	X
Location Design Studies - Rehabilitation	A

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

February 16, 2024

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Regine Jeune
STERLIN, DB CONSULTANTS, INC.
123 N. Wacker Drive
Suite 2000
Chicago, IL 60606

Dear Regine Jeune,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2022. Your firm's total annual transportation fee capacity will be \$19,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 124.65% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

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

Your firm is prequalified until December 31, 2023. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

SEFC PREQUALIFICATIONS FOR STERLIN, DB CONSULTANTS, INC.

CATEGORY	STATUS
Special Plans - Traffic Signals	X
Special Studies - Traffic Studies	X
Special Services - Construction Inspection	X
Special Studies- Location Drainage	X
Special Studies - Feasibility	A
Special Studies - Safety	X
Location Design Studies - New Construction/Major Reconstruction	A
Location Design Studies - Reconstruction/Major Rehabilitation	A
Highways - Roads and Streets	X
Special Services - Surveying	X
Location Design Studies - Rehabilitation	X
Special Services - Subsurface Utility Engineering	X
Highways - Freeways	X
Structures - Highway: Typical	X
Structures - Highway: Simple	X
Structures - Highway: Advanced Typical	X
Structures - Railroad	X
Structures - Highway: Complex	X
Structures - Moveable	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

Cook County
118 N. Clark Street
Chicago, IL 60602

December 26, 2024

RE: SEFC Letter

To Whom It May Concern,

My firm, Bush Infotech Group, Inc., is a professional services information technology firm. We do not have and have never had a SEFC letter from IDOT since we are not an engineering firm.

If I am required to take additional action, please advise me on how to proceed.

Thank you,



Greg Bush, Jr.
Owner, President & CEO



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

October 30, 2024

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Clayton Hamano
MATERIAL SERVICE TESTING, INC.
1327 West Washington Blvd., Suite 105
Chicago, IL 60607

Dear Clayton Hamano,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2023. Your firm's total annual transportation fee capacity will be \$5,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 152.73% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

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

Your firm is prequalified until December 31, 2024. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

SEFC PREQUALIFICATIONS FOR MATERIAL SERVICE TESTING, INC.

CATEGORY	STATUS
Geotechnical Services - General Geotechnical Services	X
Special Services - Quality Assurance HMA & Aggregate	X
Special Services - Quality Assurance PCC & Aggregate	X
Airports - Construction Inspection	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

September 11, 2023

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Gerardo Sanchez
SANCHEZ & ASSOCIATES, P.C.
180 Crossen Avenue
Elk Grove Village, IL 60007

Dear Gerardo Sanchez,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2022. Your firm's total annual transportation fee capacity will be \$2,400,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 101.98% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

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

Your firm is prequalified until December 31, 2023. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

SEFC PREQUALIFICATIONS FOR SANCHEZ & ASSOCIATES, P.C.

CATEGORY	STATUS
Special Services - Surveying	X
Special Services - Subsurface Utility Engineering	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

EXHIBIT 5

Minority and Women Owned Business Enterprise Commitment



COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

161 N. Clark
Suite 2300
Chicago, Illinois 60601

Date: January 2, 2025

TO: Raffi Sarrafian, Chief Procurement Officer
Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
Jeanetta Cardine, Deputy Director
Compliance Center of Excellence
Center of Business Enterprise Development

RE: Contract No. 2316-05022C
Construction Management Services Various (Task Orders)
Department of Transportation and Highways

The Center of Business Enterprise Development is in receipt of the above-referenced contract and has reviewed this contract for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance. After careful review of our records as reported by the vendor, it has been determined the vendor is in compliance with the MBE/WBE Ordinance.

Contractor: Michael Baker International, Inc.
Original Contract Value: \$8,000,000.00
Original Contract Term: 4/15/2025 – 4/14/2030
RFQ: Professional Services
Participation Goal: 35% MBE/WBE Direct Participation

MBE/WBE Utilization Original Contract (\$8,000,000.00)

MBE/WBE Agency	Status (direct)	Certifying	Commitment Direct
Program Management & Control Services	WBE-C-F	City of Chicago	14.0%
Sanchez & Associates, P.C.	MBE-HA-M	City of Chicago	5.0%
APS Consulting, Inc.	MBE-AAPI-M	Cook County	7.5%
DB Sterlin Consultants, Inc.	WBE-HA-F	City of Chicago	7.5%
Material Service Testing, Inc.	MBE-AAPI-M	City of Chicago	5.0%
Bush Infotech Group	MBE-AA-M	City of Chicago	6.0%
Total			45.0%



COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

The Center of Business Enterprise Development has been advised by the Requesting Department that this contract is one of four contracts to be awarded via this RFQ solicitation. Original MBE/ WBE forms were used in the determination of the responsiveness of this contract.

JC/db/mk

CC: Lillian Lee, (OCPO)
Cho Ng (DOTH)
Nathan Roseberry (DOTH)
Pui Szeto (DOTH)

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

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

☐

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

☐

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)

☒

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II.

☒

Direct Participation of MBE/WBE Firms

☐

Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: Program Management & Control Services

Address: 102 W Burlington, Suite 1, La Grange, IL 60525

E-mail: tom@pmcsconsulting.com

Contact Person: Thomas Nutter Phone: 773-908-6946

Dollar Amount Participation: \$ DUR (Depends Upon Requirements)

Percent Amount of Participation: 14.0% %

*Letter of Intent attached? Yes X No _____

*Current Letter of Certification attached? Yes x No _____

MBE/WBE Firm: APS Consulting, Inc.

Address: 5519 N Cumberland Ave., Suite 1011, Chicago, IL 60656

E-mail: sjoshi@apsae.com

Contact Person: Shakti Joshi Phone: 312-324-0336

Dollar Amount Participation: \$ DUR (Depends Upon Requirements)

Percent Amount of Participation: 7.5% %

*Letter of Intent attached? Yes X No _____

*Current Letter of Certification attached? Yes x No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

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

☐

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

☐

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)

☒

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. ☒ **Direct Participation of MBE/WBE Firms** ☐ **Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: DB Sterlin Consultants, Inc.
Address: 123 N Wacker Drive, Suite 2000, Chicago, IL 60606
E-mail: rjeune@dbsterlin.com
Contact Person: Regine Jeune Phone: 312-857-1006
Dollar Amount Participation: \$ DUR (Depends Upon Requirements)
Percent Amount of Participation: 7.5% %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes x No _____

MBE/WBE Firm: Material Service Testing, Inc.
Address: 1327 W Washington Blvd, Suite 105, Chicago, IL 60607
E-mail: jkrozel@mstli.com
Contact Person: Jeffrey Krozel Phone: 312-846-6246
Dollar Amount Participation: \$ TBD ~~DUR~~
Percent Amount of Participation: 5.0% %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes x No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

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

☐

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

☐

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)

☒

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. ☒ **Direct Participation of MBE/WBE Firms** ☐ **Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: Sanchez & Associates, P.C.
Address: 180 Crossen Avenue, Elk Grove Village, IL 60007
E-mail: gpsanchez@sanchezsurveying.com
Contact Person: Gerardo Sanchez Phone: 773-444-0144
Dollar Amount Participation: \$ DUR (Depends Upon Requirements)
Percent Amount of Participation: 5.0% %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: Busch Infotech Group
Address: 625 W. Adams Street, 19th Fl. Chicago, IL 60661
E-mail: troberts@kra-inc.com
Contact Person: Terrence Roberts Phone: 312-722-0923
Dollar Amount Participation: \$ DUR (Depends Upon Requirements)
Percent Amount of Participation: 6.0% %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Material Service Testing, Inc.

Certifying Agency: City of Chicago

Contact Person: Jeffrey Krozel

Certification Expiration Date: 11/1/2027

Address: 1327 W. Washington Blvd., Suite 105

Ethnicity: Asian American

City/State Chicago Zip 60607

Bid/Proposal/Contract #: RFQ 2316-05022A

Phone: 312-846-6246 Fax _____

FEIN #: 27-1261603

Email: jkrozel@mstli.com

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Materials Testing & Reporting

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

50%, \$ DUE DEPENDENT UPON REQUIREMENTS)
PAY SUB WITHIN 10 DAYS OF PRIME RECEIPT OF PAYMENT

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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)

Clayton Hamano

Print Name

Material Service Testing, Inc.

Firm Name

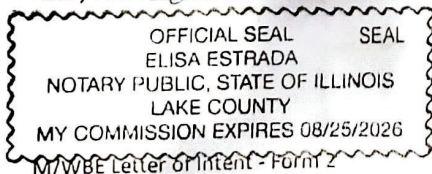
12/24/24

Date

Subscribed and sworn before me

this 24th day of December, 2024.

Notary Public Elisa Estrada



Signature (Prime Bidder/Proposer)

JOSEPH CATALANO

Print Name

MICHAEL BAKER INTERNATIONAL, INC.

Firm Name

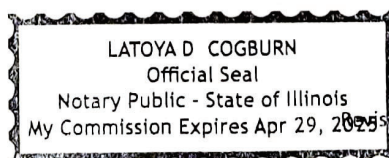
12/26/24

Date

Subscribed and sworn before me

this 26th day of December, 2024.

Notary Public Latoya D. Cozburn



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Program Management and Control Services, LLC

Certifying Agency: City of Chicago

Contact Person: Thomas Nutter

Certification Expiration Date: _____

Address: 102 W. Burlington Ave, Suite 1

Ethnicity: Caucasian

City/State: La Grange Zip: 60525

Bid/Proposal/Contract #: RFQ 2316-05022A

Phone: 773-908-6946 Fax: NA

FEIN #: 20-2840292

Email: tom@pmcsconsulting.com

Participation ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes - Please attach explanation Proposed Subcontractor(s) _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Construction Inspection, Documentation, Quality & E-Builder Support

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

14.0%, \$ DUR (DEPENDENT UPON REQUIREMENTS)
PAY SUB WITHIN 10 DAYS OF PRIME RECEIPT OF PAYMENT

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook, (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

Thomas Nutter
Signature (M/WBE)

Joseph Catalano
Signature (Prime Bidder/Proposer)

Thomas Nutter

JOSEPH CATALANO

Print Name

Print Name

Program Management & Control Services

MICHAEL BAKER INTERNATIONAL, INC.

Firm Name

Firm Name

December 24, 2024

12/26/24

Date

Date

Subscribed and sworn before me

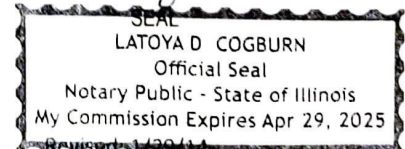
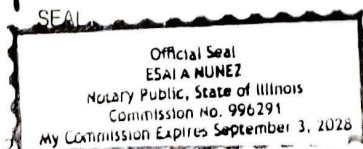
Subscribed and sworn before me

this 24 day of Dec, 2024

this 26 day of December, 2024

Notary Public- Esai Nunez

Notary Public- Latoya D. Cogburn



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Sanchez & Associates, P.C.
 Contact Person: Gerardo P. Sanchez
 Address: 180 Crossen Avenue
 City/State: Elk Grove Village Zip: 60007
 Phone: 773-444-0144 Fax: 847-232-3104
 Email: gpsanchez@sanchez-pc.com

Certifying Agency: City of Chicago
 Certification Expiration Date: 11/01/2025
 Ethnicity: Hispanic
 Bid/Proposal/Contract #: RFQ 2316-05022A
 FEIN #: 20-2703329

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor(s) _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Surveying Services

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

5.0% \$ OUR (DEPENDING UPON REQUIREMENTS)
PAY SUB WITHIN 10 DAYS OF PRIME RECEIPT OF PAYMENT

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

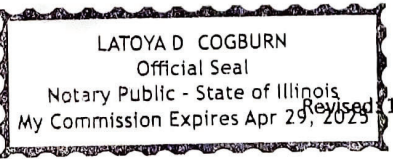
Gerardo P. Sanchez
 Signature (M/WBE)
Gerardo P. Sanchez
 Print Name
Sanchez & Associates, P.C.
 Firm Name
12/24/2024
 Date

Joseph Catalano
 Signature (Prime Bidder/Proposer)
JOSEPH CATALANO
 Print Name
MICHAEL BAKER INTERNATIONAL, INC.
 Firm Name
12/26/24
 Date

Subscribed and sworn before me
 this 24th day of December, 2024

Subscribed and sworn before me
 this 26 day of December, 2024

Notary Public: Araceli Bolanos
 SEAL

Notary Public: Latoya D. Coxburn
 SEAL

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: APS Consulting, Inc Certifying Agency: City of Chicago
 Contact Person: Shakti S. Joshi Certification Expiration Date: 07/01/2025
 Address: 5519 N. Cumberland Ave., Suite 1011 Ethnicity: Asian
 City/State: Chicago, IL Zip: 60656 Bid/Proposal/Contract #: RFQ 2316-05022C
 Phone: (312) 324-0336 Fax: (312) 324-0337 FEIN #: 20-4223984
 Email: sjoshi@apsae.com
 Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Construction Inspection Support

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

7.5% \$ DUR (DEPENDING UPON REQUIREMENTS)

PAY SUB WITHIN 10 DAYS OF PRIME RECEIPT OF PAYMENT

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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)

Matthew Kuehl

Print Name

APS Consulting, Inc.

Firm Name

12/26/2024

Date

Subscribed and sworn before me

this 26 day of December, 2024

Notary Public



M/WBE Letter of Intent - Form 2

Signature (Prime Bidder/Proposer)

JOSEPH CATALANO

Print Name

MICHAEL BAKER INTERNATIONAL, INC

Firm Name

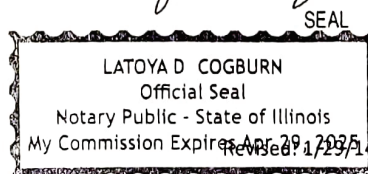
12/30/24

Date

Subscribed and sworn before me

this 26 day of December, 2024

Notary Public



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Bush Infotech Group
 Contact Person: Greg Bush, Jr.
 Address: 625 W. Adams Street, 19th Fl.
 City/State: Chicago, IL Zip: 60661
 Phone: 312-722-0923 Fax: _____
 Email: gbush@kfa-inc.com

Certifying Agency: City of Chicago
 Certification Expiration Date: February 15, 2025
 Ethnicity: African American
 Bid/Proposal/Contract #: RFQ 2316-05022A
 FEIN #: 36-3884510

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

E-Builder configuration, management and training

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

6.0% , \$ DUR (DEPENDING UPON REQUIREMENTS)

PAY SUB WITHIN 10 DAYS OF PRIME RECEIPT OF PAYMENT

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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)

Gregory A. Bush, Jr.

Print Name

Bush Infotech Group, Inc.

Firm Name

12/26/2024

Date

Subscribed and sworn before me

this 26 day of December 2024

Notary Public Michelle R. Secor

Signature (Prime Bidder/Proposer)

JOSEPH CATALANO

Print Name

MICHAEL BAKER INTERNATIONAL, INC.

Firm Name

Date

Subscribed and sworn before me

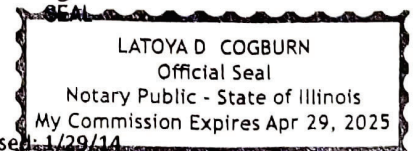
this 26 day of December 2024

Notary Public Latoya D. Coxburn

SEAL



SEAL



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: DB Sterlin Consultants, Inc.

Certifying Agency: City of Chicago

Contact Person: Regine Jeune

Certification Expiration Date: 06/15/2026

Address: 123 N Wacker Drive

Ethnicity: Black/African American

City/State: Chicago, IL Zip: 60606

Bid/Proposal/Contract #: RFQ 2316-05022A

Phone: 312-857-1006 Fax: 312-857-1056

FEIN #: 36-4149498

Email: rjeune@dbsterlin.com

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract. (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Construction Management

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

7.5%, \$ DUR (DEPENDS UPON REQUIREMENTS)

PAY SUB WITHIN 10 DAYS OF PRIME RECEIPT OF PAYMENT

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

Regine Jeune

Signature (M/WBE)

Regine Jeune

Print Name

DB Sterlin Consultants, Inc.

Firm Name

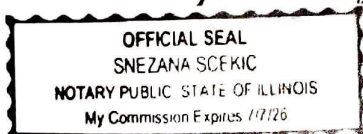
12/24/2024

Date

Subscribed and sworn before me

this 24th day of December, 20 24

Notary Public [Signature]



SEAL

M/WBE Letter of Intent - Form 2

Joseph Catalano

Signature (Prime Bidder/Proposer)

JOSEPH CATALANO

Print Name

MICHAEL BAKER INTERNATIONAL, INC

Firm Name

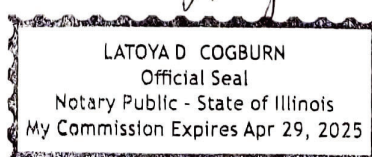
12/26/24

Date

Subscribed and sworn before me

this 26 day of December, 20 24

Notary Public [Signature]



SEAL

Revised: 1/29/14



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

NOV 21 2022

Clayton Hamano
Material Service Testing, Inc.
1327 W. Washington Blvd., Ste 105
Chicago, IL 60607

RE: CONTINUATION OF CERTIFICATION

Dear Mr. Hamano:

We are pleased to inform you that **Material Service Testing, Inc.** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This recertification is a continuation of your previous certification which expired **November 1, 2022**, and will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 calendar days before your annual anniversary date of November 1st**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit 60 calendar days before your anniversary date of November 1st**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

You shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE** if you fail to:

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

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

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

If you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

541330 – Engineering Services

541380 – Laboratory Testing

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,


Aileen Velazquez
Chief Procurement Officer 

AV/em

[Print](#)

Business & Contact Information

BUSINESS NAME	Material Service Testing, Inc.
OWNER	Mr. Clayton Hamano
ADDRESS	1327 West Washington Blvd., Ste 105 Chicago, IL 60607-3571 [map]
PHONE	312-846-6246
FAX	847-787-0321
EMAIL	chamano@mstli.com
WEBSITE	http://www.materialservicetesting.com
ETHNICITY	Asian American

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	10/26/2023
RENEWAL DATE	11/1/2024
EXPIRATION DATE	11/1/2027
CERTIFIED BUSINESS DESCRIPTION	NAICS 541330 Engineering services NAICS 541380 Laboratory testing

Commodity Codes

Code	Description
NAICS 541330	Engineering services
NAICS 541380	Laboratory testing (except medical, veterinary) services

Additional Information

WARD	27
COMMUNITY AREA	28 Near West Side
QUALIFIED INVESTMENT AREA	Yes

This profile was generated on 7/24/2024



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

JUN 25 2021

Regine Jeune
D B Sterlin Consultants, Inc.
123 N. Wacker Dr., Suite 2000
Chicago, IL 60606

Dear Ms. Jeune:

We are pleased to inform you that **D B Sterlin Consultants, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **6/15/2026**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **6/15/2022, 6/15/2023, 6/15/2024 and 6/15/2025**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five-year certification will expire on **6/15/2026**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five-year anniversary date. Therefore, you must file for recertification by **4/15/2026**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Handwritten signature/initials in blue ink.

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

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

541330 - Engineering Services
541370 - Surveying and Mapping Services (except geophysical)
541611 - Administrative Management and General Management Consulting Services
541620 - Environmental Consulting Services
237310 - Construction Management, Highway, Road, Street and Bridge
237990 - Construction Management, Dam
237990 - Construction Management, Marine Structure
237990 - Construction Management, Mass Transit
237990 - Construction Management Outdoor Recreation Facility
237990 - Construction Management, Tunnel

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Monica Jimenez
Acting Chief Procurement Officer

MJ/kr



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

MAY 23 2024

Nicole Nutter
Program Management & Control Services LLC
102 W. Burlington Ave., Suite 1
LaGrange, Illinois 60525

Re: Change in NAICS code(s)

Dear Ms. Nutter:

We are pleased to inform you that we have updated your certification to reflect your firm's change in NAICS code(s). **Program Management & Control Services LLC** continues to be certified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This certification will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days before your annual anniversary date of January 15th**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit by your anniversary date of January 15th**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly

encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

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

541611 – General Management Consulting Services

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Tammi Morgan
Contracting Equity Officer

TM/cm 



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

FEB 27 2024

Gregory A. Bush Jr.
Bush Infotech Group, Inc DBA Kristine Fallon Associates
625 W. Adams, 19th Floor
Chicago, IL 60661

Re: Change in Address and NAICS code(s)

Dear Mr. Bush:

We are pleased to inform you that we have updated your certification to reflect your firm's change in address and NAICS code(s). **Bush Infotech Group, Inc DBA Kristine Fallon Associates** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This certification will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days before your annual anniversary date of February 15th**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit by your anniversary date of February 15th**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change.

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

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Codes:

512110 – Motion Picture and Video Production Services

518210 – Data Processing, Hosting, and Related Services

541511 – Custom Computer Programming Services

541512 – Computer Systems Design Services

541513 – Computer Facilities Management Services

541519 – Other Computer Related Services

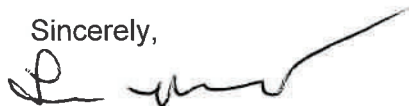
541618 – Other Management Consulting Services

**561920 – Event and Meeting Planning Services; Promoters of Conventions With
Or Without Facilities; Convention or Tradeshow Event Planners**

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Tammi Morgan
Contracting Equity Officer

TM/kr





CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

OCT 10 2023

Shakti S. Joshi
APS Consulting, Inc.
5519 N. Cumberland Ave., Ste. #1011
Chicago, IL 60656

RE: CONTINUATION OF CERTIFICATION

Dear Mr. Joshi:

We are pleased to inform you that **APS Consulting, Inc.** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** which expired **July 1, 2023** and will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 calendar days before your annual anniversary date of July 1st**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit 60 calendar days before your anniversary date of July 1st**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

You shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change.

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

If you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

541330 - Civil Engineering Services

541330 - Construction Engineering Services

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Tammi Morgan
Contracting Equity Officer

TM/sl





CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

MAR 16 2023

Gerardo P. Sanchez
Sanchez & Associates, P.C
8604 West Catalpa Avenue, Suite 912
Chicago, IL 60656

Re: Change in NAICS code(s)

Dear Mr. Sanchez:

We are pleased to inform you that we have updated your certification to reflect your firm's change in NAICS code(s). **Sanchez & Associates, P.C.** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This certification will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days before your annual anniversary date of November 1st**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit by your anniversary date of November 1st**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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

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

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

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

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

Current NAICS Code(s):

541330 – Engineering Services

541370 – Land Surveying Services

561990 – Locating Underground Utility Lines Prior to Digging

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Tammi Morgan
Contracting Equity Officer

TM/ms *Rym*



Cook County MBE/WBE Non-Construction Certification Reciprocal Affidavit

Firm Name APS Consulting, Inc.
 Address 5519 N. Cumberland Ave, Suite 1011 City Chicago
 County Cook State IL Zip 60656
 Phone (312) 324-0336 Email mkuehl@apsae.com

I Matthew Kuehl, Department Manager
(Authorized Representative) (Print Title)
 of APS Consulting, Inc. do hereby affirm:
(Name of Firm)

- 1) APS Consulting, Inc. is a Minority and/or Women Business Enterprise currently
(Name of Firm)
 certified by the City of Chicago as: [] Black- [] Hispanic- ☒ Asian- [] Woman-owned business.
- 2) With respect to APS Consulting, Inc., the personal net worth of the qualifying
(Name of Firm)
 (51%) individual(s) does not exceed \$2,767,082.23, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)
- 3) The average annual gross receipts of APS Consulting, Inc.,
(Name of Firm)
 as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)

Upon penalty of perjury, I Matthew Kuehl affirm that, to the best of my knowledge
(Authorized Representative)
 and belief, the information herein is true and accurate.

Signature [Signature] Title Department Manager Date 12/26/2024

Subscribed and sworn to before me this 26 day of December, 2024
(Month) (Year)

[Signature]
(Notary's Signature)

Notary's Seal



My Commission Expires 7-16-2027

PLEASE NOTE: This affidavit is good for a period of one year from the date of sworn signature. Any changes to your firm within that year may require a new form.



Cook County MBE/WBE Non-Construction Certification Reciprocal Affidavit

Firm Name Bush Infotech Group, Inc.
 Address 625 W. Adams, FL 19 City Chicago
 County Cook State IL Zip 60661
 Phone (331) 444-2211 Email gbush@kfa-inc.com

I Gregory A. Bush, Jr. Owner, President & CEO

(Authorized Representative)

(Print Title)

of Bush Infotech Group, Inc. do hereby affirm:

(Name of Firm)

- 1) Bush Infotech Group, Inc. is a Minority and/or Women Business Enterprise currently
(Name of Firm)
 certified by the City of Chicago as: ☒ Black- ☐ Hispanic- ☐ Asian- ☐ Woman-owned business.
- 2) With respect to Bush Infotech Group, Inc., the personal net worth of the qualifying
(Name of Firm)
 (51%) individual(s) does not exceed \$2,767,082.23, excluding the individual's ownership interest in the M/
 WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of
 Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County
 Procurement Code, an individual's personal net worth includes only his or her own Share of assets held
 jointly or as community/marital property with the individual's spouse.)
- 3) The average annual gross receipts of Bush Infotech Group, Inc.
(Name of Firm)
 as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards
 published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.
<http://www.sba.gov/content/small-business-size-standards>)

Upon penalty of perjury, I Gregory A. Bush, Jr. affirm that, to the best of my knowledge
(Authorized Representative)
 and belief, the information herein is true and accurate.

Signature Title Owner, President & CEO Date 12/26/2024

Subscribed and sworn to before me this 26th day of December, 2024
(Month) (Year)

(Notary's Signature)

Notary's Seal



My Commission Expires 10/29/2025

PLEASE NOTE: This affidavit is good for a period of one year from the date of sworn signature. Any changes to your firm within that year may require a new form.

Revised 02/2024



Cook County MBE/WBE Non-Construction Certification Reciprocal Affidavit

Firm Name DB Sterlin Consultants, Inc.

Address 123 N Wacker Drive, Suite 2000 City Chicago

County Cook State Illinois Zip 60606

Phone (312) 857-1006 Email rjeune@dbsterlin.com

I Regine Jeune, President
(Authorized Representative) (Print Title)

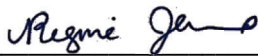
of DB Sterlin Consultants, Inc. do hereby affirm:
(Name of Firm)

- 1) DB Sterlin Consultants, Inc. is a Minority and/or Women Business Enterprise currently
(Name of Firm)
certified by the City of Chicago as: ☐ Black- ☐ Hispanic- ☐ Asian- ☐ Woman-owned business.

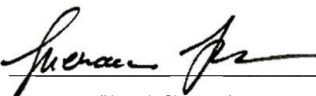
- 2) With respect to DB Sterlin Consultants, Inc., the personal net worth of the qualifying
(Name of Firm)
(51%) individual(s) does not exceed \$2,767,082.23, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

- 3) The average annual gross receipts of DB Sterlin Consultants, Inc.,
(Name of Firm)
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.
<http://www.sba.gov/content/small-business-size-standards>)

Upon penalty of perjury, I Regine Jeune affirm that, to the best of my knowledge
(Authorized Representative)
and belief, the information herein is true and accurate.

Signature  Title President Date 12/24/2024

Subscribed and sworn to before me this 24th day of December / 2024
(Month) (Year)


(Notary's Signature)

Notary's Seal



My Commission Expires _____

PLEASE NOTE: This affidavit is good for a period of one year from the date of sworn signature. Any changes to your firm within that year may require a new form.



Cook County MBE/WBE Non-Construction Certification Reciprocal Affidavit

Firm Name Material Service Testing, Inc.
 Address 1327 W. Washington Blvd. Suite# 105 City Chicago
 County Cook State IL Zip 60607
 Phone (312) 846-6246 Email chamano@mstli.com
 I Clayton Hamano, President
(Authorized Representative) (Print Title)

of Material Service Testing, Inc. do hereby affirm:
(Name of Firm)

- 1) Material Service Testing, Inc. is a Minority and/or Women Business Enterprise currently
(Name of Firm)
 certified by the City of Chicago as: [] Black- [] Hispanic- [X] Asian- [] Woman-owned business.
- 2) With respect to Material Service Testing, Inc., the personal net worth of the qualifying
(Name of Firm)
 (51%) individual(s) does not exceed \$2,767,082.23, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)
- 3) The average annual gross receipts of Material Service Testing, Inc.,
(Name of Firm)
 as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.
<http://www.sba.gov/content/small-business-size-standards>

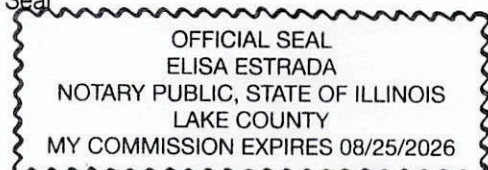
Upon penalty of perjury, I Clayton Hamano affirm that, to the best of my knowledge
(Authorized Representative)
 and belief, the information herein is true and accurate.

Signature [Signature] Title President Date 12/24/24

Subscribed and sworn to before me this 24th day of December / 2024
(Month) (Year)

[Signature]
(Notary's Signature)

Notary's Seal



My Commission Expires 8/25/2026

PLEASE NOTE: This affidavit is good for a period of one year from the date of sworn signature. Any changes to your firm within that year may require a new form.



Cook County MBE/WBE Non-Construction Certification Reciprocal Affidavit

Firm Name Program Management & Control Services, LLC
 Address 102 W Burlington Ave, Suite 1 City La Grange
 County Cook State Illinois Zip 60525
 Phone (773) 908-6946 Email tom@pmcsconsulting.com

I Thomas Nutter Vice President
(Authorized Representative) (Print Title)

of Program Management & Control Services, LLC do hereby affirm:
(Name of Firm)

- 1) Program Management & Control Services, LLC is a Minority and/or Women Business Enterprise currently
(Name of Firm)
 certified by the City of Chicago as: [] Black- [] Hispanic- [] Asian- [] Woman-owned business.
- 2) With respect to Program Management & Control Services, LLC, the personal net worth of the qualifying
(Name of Firm)
 (51%) individual(s) does not exceed \$2,767,082.23, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)
- 3) The average annual gross receipts of Program Management & Control Services, LLC
(Name of Firm)
 as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.
<http://www.sba.gov/content/small-business-size-standards>

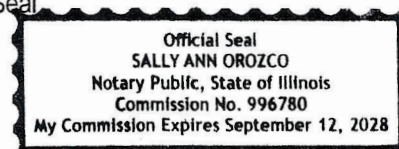
Upon penalty of perjury, I Thomas Nutter affirm that, to the best of my knowledge
(Authorized Representative)
 and belief, the information herein is true and accurate.

Signature [Signature] Title Vice President Date 12/23/2024

Subscribed and sworn to before me this 23rd day of December / 2024
(Month) (Year)

[Signature]
(Notary's Signature)

Notary's Seal



My Commission Expires 09/12/2028

PLEASE NOTE: This affidavit is good for a period of one year from the date of sworn signature. Any changes to your firm within that year may require a new form.

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 a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals
	MBE WBE
Goods and Services	25% 10%
Construction	24% 10%
Professional Services	35% Overall

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is [thirty-five percent (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 MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE 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 MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE 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 MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Consultant's failure to carry out its commitment regarding MBE and WBE 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 MBE and WBE 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 MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. 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 MBE and WBE 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. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE 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 MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE 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 M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE 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 MBE or WBE 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 MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE 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 MBE or WBE 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 MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE 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 MBE and WBE 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 MBE and WBE 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 MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE 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 MBE/WBE Participation Goals" – Form 3 of the M/WBE 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 MBE and WBE 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 MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE 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 MBE and WBE 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 MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, 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 MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE 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 MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE 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 MBE or WBE.

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. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE 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
161 North Clark Street, Suite 2300
Chicago, Illinois 60601
Contract No. 2316-05022C
(312)603-5502

EXHIBIT 6
Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/24/2024

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

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

PRODUCER Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Michael Baker International, Inc 200 West Adams Street, Suite 2800 Chicago IL 60606 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: XL Insurance America Inc	24554
	INSURER B: Allied World Surplus Lines Insurance Co	24319
	INSURER C: Zurich American Ins Co	16535
INSURER D: American Guarantee & Liability Ins Co	26247	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570110047757 **REVISION NUMBER:**

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

INSR LTR		TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
C	X	COMMERCIAL GENERAL LIABILITY				GLO419728103	08/30/2024	08/30/2025	LIMITS	
		CLAIMS-MADE	X OCCUR						EACH OCCURRENCE	\$1,000,000
									DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
									MED EXP (Any one person)	\$10,000
		GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$2,000,000
		POLICY	X PROJECT	X LOC					GENERAL AGGREGATE	\$2,000,000
		OTHER:							PRODUCTS - COMP/OP AGG	\$4,000,000
C		AUTOMOBILE LIABILITY				BAP 4197284 03	08/30/2024	08/30/2025	LIMITS	
	X	ANY AUTO							COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
		OWNED AUTOS ONLY		SCHEDULED AUTOS					BODILY INJURY (Per person)	
	X	HIRED AUTOS ONLY		NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)	
D	X	UMBRELLA LIAB		X	OCCUR	AUC053258206	08/30/2024	08/30/2025	LIMITS	
		EXCESS LIAB			CLAIMS-MADE				EACH OCCURRENCE	\$2,000,000
		DED	X	RETENTION	\$10,000				AGGREGATE	\$2,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC419728203	08/30/2024	08/30/2025	X PER STATUTE	OTH-ER
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)		Y / N	N / A	AOS			E.L. EACH ACCIDENT	\$1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below				WC419728503	08/30/2024	08/30/2025	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						WI			E.L. DISEASE-POLICY LIMIT	\$1,000,000
B		E&O - Professional Liability - Primary				03124806	08/30/2024	08/30/2025	Per Claim	\$1,000,000
						Claims Made			Aggregate	\$5,000,000
						SIR applies per policy terms & conditions				

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

RE: MB Project Name: 2316-05022A CCDOTH VarVar. Cook County, its officials, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of the Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability, Professional Liability and Workers' Compensation policies. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how

CERTIFICATE HOLDER	CANCELLATION
Cook County 118 North Clark Street Chicago IL 60602 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/24/2024

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

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

PRODUCER Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Michael Baker International, Inc 200 West Adams Street, Suite 2800 Chicago IL 60606 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Columbia Casualty Company</td><td>31127</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Columbia Casualty Company	31127	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Columbia Casualty Company	31127														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570110047833 **REVISION NUMBER:**

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

Limits shown as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N N / A						PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	E&O - Technology			652433323 SIR applies per policy terms & conditions	08/30/2024	08/30/2025	Cyber	\$1,000,000

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

RE: MB Project Name: 2316-05022A CCDOTH VarVar.

CERTIFICATE HOLDER

Cook County
118 North Clark Street
Chicago IL 60602 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

570110047833

Certificate No :



**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Michael Baker International, Inc	
POLICY NUMBER See Certificate Number: 570110047757			
CARRIER See Certificate Number: 570110047757	NAIC CODE	EFFECTIVE DATE:	

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

Additional Description of Operations / Locations / Vehicles:

notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4197281-03

Effective Date: 08/30/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to ongoing operations (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
 - (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to the "products-completed operations hazard" (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MICHAEL BAKER INTERNATIONAL

LLC Endorsement Effective Date: 08/30/2024

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 4197281-03	08/30/2024	08/30/2025		15939000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MICHAEL BAKER INTERNATIONAL

LLC Endorsement Effective Date: 08/30/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4197281-03

Effective Date: 08/30/2024

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

Blanket Notification to Others of Cancellation or Non-Renewal



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4197284-03	08/30/2024	08/30/2025		15939000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

CANCELLATION AND NONRENEWAL NOTICE ENDORSEMENT

A. Part Six – Conditions, Paragraph D.2. is replaced by the following:

D. Cancellation

2. We may cancel this policy. We must mail or deliver to you not less than 90 days advance written notice stating when the cancellation is to take effect except for cancellation for non-payment of premium. If we cancel this policy for non-payment of premium we must mail or deliver to you not less than ten days advance written notice. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

B. Part Six – Conditions, Paragraph F. is added.

F. Nonrenewal Notice

We will mail or deliver to you not less than 90 days advance written notice of our intention to nonrenew this policy. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

All other terms, conditions, provisions and exclusions of this policy remain the same.

EXHIBIT 7

Identification of Subconsultants

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

OCPO ONLY:	
☐	Disqualification
☐	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.: 2316-05022A	Date: 8/1/2024
Total Bid or Proposal Amount: TBD	Contract Title: Construction Management Services Various Variou
Contractor: Michael Baker International, Inc.	Subcontractor/Supplier/ Subconsultant to be APS Consulting, Inc. added or substitute:
Authorized Contact for Contractor: Joseph Catalano	Authorized Contact for Subcontractor/Supplier/ Shakti S. Joshi Subconsultant:
Email Address (Contractor): joseph.catalano@mbakerintl.com	Email Address (Subcontractor): sjoshi@apsae.com
Company Address 200 W Adams, Suite 1800 (Contractor):	Company Address 5519 N. Cumberland Ave., Suite 1011 (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60656
Telephone and Fax (Contractor): 312-575-3923	Telephone and Fax (312) 324-0336 / (312) 324-0337 (Subcontractor):
Estimated Start and Completion Dates TBD (Contractor):	Estimated Start and Completion Dates TBD (Subcontractor):

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>
Construction Inspection Support Services	TBD

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 MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Michael Baker International, Inc.

Contractor

Joseph Catalano

Name

Vice President

Title



8/1/2024

Prime Contractor Signature

Date

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

OCPO ONLY:	
☐	Disqualification
☐	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.: 2316-05022A	Date: 8/1/2024
Total Bid or Proposal Amount: TBD	Contract Title: Construction Management Services Various Variou
Contractor: Michael Baker International, Inc.	Subcontractor/Supplier/ Subconsultant to be DB Sterlin Consultants, Inc. added or substitute:
Authorized Contact for Contractor: Joseph Catalano	Authorized Contact for Subcontractor/Supplier/Regine Jeune Subconsultant:
Email Address (Contractor): joseph.catalano@mbakerintl.com	Email Address (Subcontractor): rjeune@dbsterlin.com
Company Address 200 W Adams, Suite 1800 (Contractor):	Company Address 123 N Wacker Drive (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60606
Telephone and Fax (Contractor): 312-575-3923	Telephone and Fax (Subcontractor): 312-857-1006
Estimated Start and Completion Dates TBD (Contractor):	Estimated Start and Completion Dates TBD (Subcontractor):

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>
Construction Inspection Services	TBD

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 MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Michael Baker International, Inc.

Contractor

Joseph Catalano

Name

Vice President

Title



Prime Contractor Signature

8/1/2024

Date

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

OCPO ONLY:	
☐	Disqualification
☐	Check Complete

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Bid/RFP/RFQ No.: 2316-05022A	Date: 8/1/2024
Total Bid or Proposal Amount: TBD	Contract Title: Construction Management Services Various Variou
Contractor: Michael Baker International, Inc.	Subcontractor/Supplier/ Subconsultant to be Bush Infotech Group added or substitute:
Authorized Contact for Contractor: Joseph Catalano	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Terrence Roberts
Email Address (Contractor): joseph.catalano@mbakerintl.com	Email Address (Subcontractor): troberts@kra-inc.com
Company Address 200 W Adams, Suite 1800 (Contractor):	Company Address 625 W. Adams Street, 19th Floor (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60661
Telephone and Fax (Contractor): 312-575-3923	Telephone and Fax (Subcontractor): 312-722-0923
Estimated Start and Completion Dates TBD (Contractor):	Estimated Start and Completion Dates TBD (Subcontractor):

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>
e-Builder Support	TBD

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 MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Michael Baker International, Inc.

Contractor

Joseph Catalano

Name

Vice President

Title


Prime Contractor Signature

8/1/2024

Date

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

OCPO ONLY:	
☐	Disqualification
☐	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.: 2316-05022A	Date: 8/1/2024
Total Bid or Proposal Amount: TBD	Contract Title: Construction Management Services Various Variou
Contractor: Michael Baker International, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Materia Service Testing, Inc.
Authorized Contact for Contractor: Joseph Catalano	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Jeffrey Krozel
Email Address (Contractor): joseph.catalano@mbakerintl.com	Email Address (Subcontractor): JKrozel@mstli.com
Company Address (Contractor): 200 W Adams, Suite 1800	Company Address (Subcontractor): 1327 W. Washington Blvd., Suite 105
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60607
Telephone and Fax (Contractor): 312-575-3923	Telephone and Fax (Subcontractor): 312-846-6246
Estimated Start and Completion Dates (Contractor): TBD	Estimated Start and Completion Dates (Subcontractor): TBD

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>
Materials Testing & Reporting	TBD

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 MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Michael Baker International, Inc.

Contractor

Joseph Catalano

Name

Vice President

Title



8/1/2024

Prime Contractor Signature

Date

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

OCPO ONLY:	
☐	Disqualification
☐	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.: 2316-05022A	Date: 8/1/2024
Total Bid or Proposal Amount: TBD	Contract Title: Construction Management Services Various Variou
Contractor: Michael Baker International, Inc.	Subcontractor/Supplier/ Subconsultant to be Program Management and Control Service added or substitute:
Authorized Contact for Contractor: Joseph Catalano	Authorized Contact for Subcontractor/Supplier/ Thomas Nutter Subconsultant:
Email Address (Contractor): joseph.catalano@mbakerintl.com	Email Address (Subcontractor): tom@pmcsconsulting.com
Company Address 200 W Adams, Suite 1800 (Contractor):	Company Address 102 W. Burlington, Suite 1 (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): La Grange, IL 60525
Telephone and Fax (Contractor): 312-575-3923	Telephone and Fax (Subcontractor): 773-908-6946
Estimated Start and Completion Dates TBD (Contractor):	Estimated Start and Completion Dates TBD (Subcontractor):

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>
Construction Inspection, Reporting, Quality, & e-Builder Support	TBD

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 MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Michael Baker International, Inc.

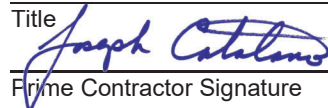
Contractor

Joseph Catalano

Name

Vice President

Title



8/1/2024

Prime Contractor Signature

Date

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

OCPO ONLY:	
☐	Disqualification
☐	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.: 2316-05022A	Date: 8/1/2024
Total Bid or Proposal Amount: TBD	Contract Title: Construction Management Services Various Variou
Contractor: Michael Baker International, Inc.	Subcontractor/Supplier/ Subconsultant to be Sanchez & Associates, P.C. added or substitute:
Authorized Contact for Contractor: Joseph Catalano	Authorized Contact for Subcontractor/Supplier/ Gerardo Sanchez Subconsultant:
Email Address (Contractor): joseph.catalano@mbakerintl.com	Email Address (Subcontractor): gpsanchez@sanchezsurveying.com
Company Address 200 W Adams, Suite 1800 (Contractor):	Company Address 180 Crossen Ave (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Elk Grove Village, IL 60007
Telephone and Fax (Contractor): 312-575-3923	Telephone and Fax (Subcontractor): 773-444-0144
Estimated Start and Completion Dates TBD (Contractor):	Estimated Start and Completion Dates 847-232-3104 (Subcontractor):

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>
Surveying	TBD

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 MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Michael Baker International, Inc.

Contractor

Joseph Catalano

Name

Vice President

Title



Prime Contractor Signature

8/1/2024

Date

EXHIBIT 8

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
6	Cook County Signature Page	EDS 16

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 cookcountyll.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.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

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, 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 States 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 PREFERENCE STATEMENT (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: ☒ _____ No: ☐ _____

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

200 W. Adams Street, Suite 1800, Chicago, IL 60606

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

Yes: ☒ _____ No: ☐ _____

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-5) 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:

N/A

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. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

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 Michael Baker International, Inc.

D/B/A: Michael Baker International, Inc.

FEIN # Only: 25-1228638

Street Address: 200 W. Adams Street, Suite 1800

City: Chicago

State: Illinois

Zip Code: 60606

Phone No.: 312-707-8770

Fax Number: 312-707-8804

Email: _____

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

Corporate File Number (if applicable): _____

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
Michael Baker International Holdco Corporation,	500 Grant Street, Suite 5400, Pittsburgh, PA 15219	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

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

Joseph Catalano

Vice President

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

Title

Signature

Joseph Catalano

E-mail address

Date

12/26/24

Phone Number

Subscribed to and sworn before me
this 26 day of December 2024

My Commission Expires

04/29/2025

LATOYA D. COGBURN
Official Seal

Notary Public - State of Illinois

My Commission Expires Apr 29, 2025

Notary Seal

X

Notary Public Signature



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:

- | | | |
|----------------------------------|--|---------------------------------------|
| ☐ Parent | ☐ Grandparent | ☐ Stepfather |
| ☐ Child | ☐ Grandchild | ☐ Stepmother |
| ☐ Brother | ☐ Father-in-law | ☐ Stepson |
| ☐ Sister | ☐ Mother-in-law | ☐ Stepdaughter |
| ☐ Aunt | ☐ Son-in-law | ☐ Stepbrother |
| ☐ Uncle | ☐ Daughter-in-law | ☐ Stepsister |
| ☐ Niece | ☐ Brother-in-law | ☐ Halfbrother |
| ☐ Nephew | ☐ Sister-in-law | ☐ Halfsister |

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

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTYName of Person Doing Business with the County: Michael Baker International, Inc.Address of Person Doing Business with the County: 200 W. Adams Street, Ste 1800, Chicago, IL 60606Phone number of Person Doing Business with the County: 312.707.8770Email address of Person Doing Business with the County: joseph.catalano@mbakerintl.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:

Joseph Catalano, Vice President, 312.446.4205, joseph.catalano@mbakerintl.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 proceeding 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: 2316-05022C

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 8,000,000

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: Lillian Lee, Senior Contract Negotiator, Lillian.lee@cookcountyil.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: Nathan Roseberry, Asst. Superintendent, Nathan.roseberry@cookcountyil.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

Date

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@cookecountyil.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. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

I. Contract Information:

Contract Number: 2316-05022

County Using Agency (requesting Procurement): Department of Transportation and Highways

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Michael Baker International, Inc.

Substantial Owner Complete Name: _____

FEIN# 25-1228638

Date of Birth: _____

E-mail address: joseph.catalano@mbakerintl.com

Street Address: 200 W. Adams Street, Suite 1800

City: Chicago

State: Illinois

Zip: 60606

Home Phone: _____

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:

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

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

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

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

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

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 or waiver is made on the basis of one or more of the following actions that have taken place

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- 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.

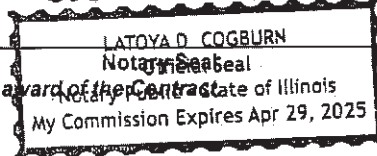
Signature: Joseph Catalano Date: 12/26/24

Name of Person signing (Print): Joseph Catalano Title: Vice President

Subscribed and sworn to before me this 26 day of December, 2024

X Latoya D. Cogburn
Notary Public Signature

Note: The above information is subject to verification prior to the award of the Contract state of Illinois
My Commission Expires Apr 29, 2025



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

Michael Baker International, Inc.

Corporation's Name

312-575-3923

Telephone

Secretary Signature

President's Printed Name and Signature

joseph.catalano@mbakerintl.com

Email

Date

Execution by LLC

LLC Name

Date

*Member/Manager Printed Name and Signature

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

Date

*Partner/Joint Venturer Printed Name and Signature

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Date

Assumed Name (if applicable)

Telephone and Email

Subscribed and sworn to before me this

26 day of December 2024

Notary Public Signature

My commission expires

04/29/2025

Notary SEATOYA D. COGBURN
Official Seal

*If the operating agreement, partnership agreement or governing document of the entity is signed by multiple members, managers, partners, or joint venturers please complete and execute additional pages

Michael Baker
INTERNATIONAL

Certification of Incumbency

Michael Baker International, Inc.

The undersigned, as an Assistant Corporate Secretary of Michael Baker International, Inc., a Pennsylvania corporation (the "Corporation"), does hereby certify that the following person held the position indicated below and that on the date of this certificate he was authorized to execute domestic proposals and project agreements on behalf of the Corporation.

Title

Name

Vice President & Office Executive

Joseph R. Catalano

IN WITNESS WHEREOF, I have set my hand and affixed the corporate seal of said corporation this 14th day of November 2023.

(SEAL)



By:

Terri A. Vojnovich

Name: Terri A. Vojnovich

Title: Assistant Corporate Secretary

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:

Raffi
Sarrafian

Digitally signed by Raffi
Sarrafian
Date: 2025.04.24 11:30:04
-05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

Brian Tracy

3/13/2025

Assistant State's Attorney
(Required on contracts over \$1,000,000)

Date

CONTRACT TERM & AMOUNT

2316-05022C

Contract #

April 15, 2025 through April 14, 2030

Original Contract Term

Renewal Options (If Applicable)

\$8,000,000.00

Contract Amount

March 13, 2025

Cook County Board Approval Date (If Applicable)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

MAR 13 2025

COM _____