

## AMENDMENT NO. 1

This Amendment modifies Contract No. 13-30-12623, for Professional Construction Engineering Services for Quality Control/Assurance by and between the County of Cook, Illinois, herein referred to as "County" and TranSystems Corporation, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

### RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on June 19, 2013, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide engineering services (hereinafter referred to as the "Services") from June 24, 2013 through March 1, 2016, in an amount not to exceed \$550,000.00; and

Whereas, the Contract will expire March 1, 2016, and the agreed upon Services are still required; and

Whereas, an extension is desired for the continuation of Services; and

Whereas, the County and Contractor desire to extend the Contract for 12 months beginning on March 2, 2016.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is extended through March 1, 2017.

Article 6) b Method of Payment of the Agreement is deleted in its entirety and is revised as follows:

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

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

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

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

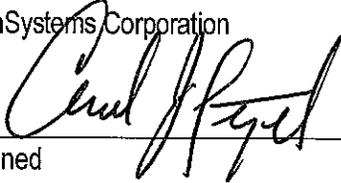
2. The Economic Disclosures Statement and Identification of Subcontractors are incorporated and made a part of this Contract in Attachment A.
3. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 1 to be executed on the date and year last written below.

County of Cook, Illinois

By:   
Chief Procurement Officer

TranSystems Corporation

  
Signed

Charles J. Stenzel, PE

\_\_\_\_\_  
Type or print name

Senior Vice President

\_\_\_\_\_  
Title

Date: 13 April 2016

Date: 2-2-16

Contract No. 13-30-12623 Amendment No. 1  
Section No. 13-8TEST-01-EG  
Vendor Name: TRANSYSTEMS CORPORATION

ATTACHMENT

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

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**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 [cookcountylil.gov/ethics-board-of](http://cookcountylil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

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

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

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

**SECTION 2**

**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

**C. DRUG FREE WORKPLACE ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

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

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

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

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

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

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
None	
_____	_____
_____	_____
_____	_____

**2. LOCAL BUSINESS 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:   X   No: \_\_\_\_\_

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

\_\_\_\_\_

222 South Riverside Plaza, Suite 610, Chicago, IL 60606

\_\_\_\_\_

1475 East Woodfield Road, Suite 600, Schaumburg, IL 60173

\_\_\_\_\_

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

Yes:   X   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): None \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

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

None \_\_\_\_\_  
\_\_\_\_\_

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

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name TranSystems Corporation

D/B/A: \_\_\_\_\_ FEIN NO.: 43-0839725

Street Address: 222 South Riverside Plaza, Suite 610

City: Chicago State: IL Zip Code: 60606

Phone No.: (312) 669-9601 Fax Number: (312) 276-4805 Email: cjstenzel@transystems.cm

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
Richard J. Morsches, PE	1475 E. Woodfield Road, Suite 600, Schaumburg, IL 60173	8.25%
Brian G. Larson, PE	2400 Pershing Road, Suite 400, Kansas City, MO 64108	6.89%
Peter M. Strub, PE	5 Creekside Park Court, Suite E, Greenville, SC 29615	5.70%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
None			

**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
Please see attached			

**Declaration (check the applicable box):**

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



Board of Directors	
	Term Ends
**Admiral Harold W. Gehman, Jr. (Ret.), Director	2018
**W. Mike Lackey, Director	2016
**Paul J. Malir, Director	2018
**Brian G. Larson, Director and Chairman of the Board	2017
**Ronald Katims, Director	2016
Richard J. Morsches, Director	2017
**Robert J. Spane, Director	2017
John T. Grow, Advisory Director (annual appointment)	2016
TBD, Advisory Director (annual appointment)	

\*\* = Audit Committee Member



## Officer and Professional Title Listing

EXPERIENCE | Transportation

<u>Location Description</u>	<u>Employee Name</u>	<u>Officer Title</u>	<u>Partner Title</u>
101-Kansas City	Hamm, Jamie	Assistant Vice President	Associate
101-Kansas City	Hentschke, Paul	Vice President	Senior Associate
101-Kansas City	Hyland, James	Assistant Vice President	Senior Professional Technical Track
101-Kansas City	Kenneally, Mark	Assistant Vice President	\$100K CL
101-Kansas City	Lambeth, James	Assistant Vice President	Senior Professional Technical Track
101-Kansas City	Miller, Robert	Vice President	Master Professional PM Track
101-Kansas City	Mulcahy, Edward	Senior Vice President	Principal LCL
101-Kansas City	Parke, Douglas	Assistant Vice President	Senior Professional PM Track
101-Kansas City	Post, Roger	Senior Vice President	Principal
101-Kansas City	Swenson, Thomas	Senior Vice President	Principal
101-Kansas City	Thalmann, Todd	Assistant Vice President	\$100K CL
101-Kansas City	Wahlstedt, Michael	Vice President	Master Professional Technical Track
101-Kansas City	Weatherford, Franklin	Senior Vice President	Principal
101-Kansas City	Zimmermann, John	Assistant Vice President	Associate
104-St. Louis	Smith, Francis	Assistant Vice President	Senior Professional Technical Track
125-Wichita	Lackey, Jeffrey	Assistant Vice President	Associate
125-Wichita	Letkowski, Brett	Senior Vice President	Principal
125-Wichita	Turner, Shawn	Vice President	Senior Associate
202-Ft. Worth	Brown, Michael	Assistant Vice President	Senior Professional Technical Track
202-Ft. Worth	Gartner, Chad	Assistant Vice President	\$100K CL
202-Ft. Worth	Masterson, Joseph	Assistant Vice President	Senior Professional PM Track
202-Ft. Worth	Nussrallah, John	Senior Vice President	Principal
202-Ft. Worth	Pena, Raul	Senior Vice President	Principal
204-Dallas	Kraus, Garry	Vice President	Senior Associate
204-Dallas	Maas, David	Senior Vice President	Principal
204-Dallas	Ryden, Thomas	Assistant Vice President	\$100K CL
204-Dallas	Weir, Wesley	Vice President	Master Professional Technical Track
206-Houston	Anderson, Bruce	Assistant Vice President	Senior Professional Dual Track
206-Houston	Munson, Thomas	Regional/Senior Vice President	Principal
304-Jacksonville	Dunavant, Todd	Assistant Vice President	Senior Professional Technical Track
304-Jacksonville	Ferrin, Frederick	Vice President	\$500K CL
304-Jacksonville	Hoff, David	Assistant Vice President	Senior Professional Technical Track
304-Jacksonville	Schafer, William	Vice President	Senior Associate
306-Charleston	Burnett, Robert	Assistant Vice President	\$100K CL



## Officer and Professional Title Listing

EXPERIENCE | Transportation

<u>Location Description</u>	<u>Employee Name</u>	<u>Officer Title</u>	<u>Partner Title</u>
306-Charleston	Gehman, Matthew	Vice President	Senior Associate
306-Charleston	Norton, Paul	Senior Vice President	Principal
306-Charleston	Richards, Dallas	Vice President	\$500K CL
306-Charleston	Staton , Derek	Vice President	\$500K CL
306-Charleston	Strub, Peter	Senior Vice President	Principal
307-Richmond	Davis, Daniel	Vice President	Senior Associate
309-Orlando	Delorenzo, Mark	Vice President	\$500K CL
309-Orlando	Nicol, Andrew	Assistant Vice President	Associate
309-Orlando	Owen, Mark	Vice President	Senior Associate
309-Orlando	Walker, Philip	Vice President	\$500K CL
310-Ft. Lauderdale	Huang, Jian	Vice President	Master Professional Technical Track
310-Ft. Lauderdale	Klevens, Gary	Senior Vice President	Principal
310-Ft. Lauderdale	McLennon, Rudolph	Assistant Vice President	Senior Professional PM Track
310-Ft. Lauderdale	Shaup, Steven	Vice President	Senior Professional PM Track
310-Ft. Lauderdale	Stiven, Serge	Assistant Vice President	Senior Professional Technical Track
317-Atlanta	Markwith, Richard	Regional/Senior Vice President	unlimited
401-Chicago	Beugnet, Louis	Assistant Vice President	Senior Professional PM Track
401-Chicago	Block, David	Assistant Vice President	Senior Professional PM Track
401-Chicago	Bonus, Roger	Assistant Vice President	Senior Professional PM Track
401-Chicago	Bright, Todd	Vice President	Senior Associate
401-Chicago	Coffey, Edward	Vice President	\$500K CL
401-Chicago	Dysico, Grace	Vice President	Master Professional Technical Track
401-Chicago	Fairwood, Brian	Vice President	Principal
401-Chicago	Hall, Jeffrey	Vice President	Senior Associate
401-Chicago	Irving, David	Vice President	Master Professional Technical Track
401-Chicago	Ross, Martin	Senior Vice President	Principal
401-Chicago	Smith, Matthew	Assistant Vice President	Senior Professional PM Track
401-Chicago	Stanko, Jeffrey	Assistant Vice President	Senior Professional PM Track
401-Chicago	Stenzel, Charles	Senior Vice President	Principal
402-Cleveland	Farah, Nabil	Assistant Vice President	Senior Professional Technical Track
402-Cleveland	Fisher, James	Senior Vice President	Principal
402-Cleveland	Pixley , William	Assistant Vice President	\$100K CL
403-Columbus	Antonios, Walid	Assistant Vice President	Senior Professional PM Track
403-Columbus	Campbell, Robert	Senior Vice President	Principal



## Officer and Professional Title Listing

EXPERIENCE | Transportation

Location Description	Employee Name	Officer Title	Partner Title
403-Columbus	Grilliot, Aaron	Vice President	Senior Professional Technical Track
403-Columbus	Metz, Brian	Assistant Vice President	Senior Professional Technical Track
403-Columbus	Murphy, Gregory	Senior Vice President	unlimited
403-Columbus	Schneider, Andrew	Vice President	Senior Associate
403-Columbus	Shipps, David	Assistant Vice President	Associate
404-Chicago Downtown	Albert, Anthony	Senior Vice President	Principal
404-Chicago Downtown	Freese, Stephan	Assistant Vice President	Senior Professional PM Track
404-Chicago Downtown	Grom, Bryan	Assistant Vice President	Senior Professional Technical Track
404-Chicago Downtown	Kirchner, Lawrence	Vice President	\$500K CL
404-Chicago Downtown	Lev, Michael	Assistant Vice President	Senior Professional PM Track
404-Chicago Downtown	Otte, Lynn	Senior Vice President	Principal
404-Chicago Downtown	Trimarco, Gina	Assistant Vice President	Senior Professional Technical Track
406-Cincinnati	Lenett, Michael	Assistant Vice President	Senior Professional Technical Track
406-Cincinnati	Lynch, Douglas	Assistant Vice President	Senior Professional Technical Track
408-Lansing	Kaltenthaler, Albert	Vice President	Senior Associate
501-Oakland	Chen, Rosa	Vice President	Master Professional Technical Track
501-Oakland	Jarvis, Jeffrey	Senior Vice President	Principal
501-Oakland	Lee, David	Assistant Vice President	Senior Professional PM Track
501-Oakland	Rule, Marian	Senior Vice President	Principal
501-Oakland	Whately, Lynne	Assistant Vice President	\$100K CL
501-Oakland	Wong, Kit	Senior Vice President	Principal
505-San Diego	Duncan, Cameron	Assistant Vice President	Associate
505-San Diego	Kulick, Beth	Assistant Vice President	Senior Professional Technical Track
505-San Diego	Stanevicius, Andrew	Assistant Vice President	Senior Professional Technical Track
506-Los Angeles	Schmucker, Steven	Vice President	Senior Professional Dual Track
506-Los Angeles	Wood, William	Assistant Vice President	\$100K CL
509-Santa Ana	Salama, Ayman	Regional/Senior Vice President	unlimited
509-Santa Ana	Salman, Jamal	Senior Vice President	Principal
509-Santa Ana	Sawtelle, Joseph	Assistant Vice President	Senior Professional Technical Track
701-Boston	Cahill, Joseph	Vice President	Senior Professional Technical Track
701-Boston	Darling, Scott	Vice President	Master Professional PM Track
701-Boston	Lowell, Evan	Senior Vice President	Principal
701-Boston	Panthaki, Farhad	Assistant Vice President	Senior Professional PM Track
701-Boston	Read, John	Assistant Vice President	Senior Professional Dual Track



## Officer and Professional Title Listing

EXPERIENCE | Transportation

Location Description	Employee Name	Officer Title	Partner Title
701-Boston	Stuopis, Thomas	Assistant Vice President	Associate
701-Boston	Velichansky, Leonid	Assistant Vice President	Senior Professional PM Track
703-Norwalk	Rawson, Rosemarie	Vice President	Master Professional PM Track
703-Norwalk	Steen, Douglas	Assistant Vice President	
703-Norwalk	Tafuro, Steven	Senior Vice President	Principal
705-Pittsburgh	Krul, Brian	Assistant Vice President	Associate
705-Pittsburgh	Libengood, Todd	Assistant Vice President	Senior Professional Technical Track
706-Philadelphia	Bremner, William	Vice President	
706-Philadelphia	Cuddy, Michael	Senior Vice President	Principal
706-Philadelphia	Houseal, Alexander	Vice President	
706-Philadelphia	Luczak, Gary	Senior Vice President	Senior Associate
708-Newark	Amato, Corrado	Assistant Vice President	Senior Professional PM Track
708-Newark	Clark, William	Vice President	Principal
708-Newark	Giamario, Ronald	Senior Vice President	Principal
708-Newark	Zamiskie, Gina	Assistant Vice President	Senior Professional Technical Track
712-Hartford	McGovern, J.	Senior Vice President	Principal
712-Hartford	Stahnke, David	Senior Vice President	Principal
900-Administration	Larson, Brian	Executive Chairman of the Board	
900-Administration	Morsches, Richard	Chief Executive Officer	
906-Accounting	Frigon, Julie	Chief Financial Officer	
907-Operations	Gray, Robert	Assistant Vice President of Risk	
907-Operations	Malir, Paul	Chief Operating Officer/President	
907-Operations	Pope, Eugene	Senior Vice President of Proj Ops	
907-Operations	Reeder, Jefferson	Senior Vice President	Principal
907-Operations	Rohr, Thomas	Assistant Vice President	Associate
908-BSD/Marketing	Grow, John	Chief Strategy and Marketing Officer	Principal
908-BSD/Marketing	McGurn, Lawrence	Assistant Vice President	
908-BSD/Marketing	Rahall-lunsford, Sarah	Vice President	
909-Human Resources	Bertrand, David	Senior Vice President of HR	
909-Human Resources	Richardson, Linzie	Assistant Vice President of HR	
910-Information Systems	Cozad, Kanon	Chief Information Officer	

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Charles J. Stenzel, PE  
Name of Authorized Applicant/Holder/Representative (please print or type)

Signature

cjstenzel@transystems.com  
E-mail address

Senior Vice President  
Title

Date

(847) 605-9600

Phone Number

2-2-16

Subscribed to and sworn before me  
this 2nd day of Feb, 2016

x Robyn Markley  
Notary Public Signature

My commission expires:



Notary Seal



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

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

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

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

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

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

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

**Additional Definitions:**

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

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

CONTRACT NO. 13-30-12623 Amendment No.1

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

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

Name of Person Doing Business with the County: TranSystems Corporation

Address of Person Doing Business with the County: 222 South Riverside Plaza, Suite 610, Chicago, IL 60606

Phone number of Person Doing Business with the County: (312) 669-9601

Email address of Person Doing Business with the County: \_\_\_\_\_

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:  
Charles J. Stenzel, PE / Senior Vice President / (847) 605-9600 / cjstenzel@transystems.com  
1475 East Woodfield Road, Suite 600, Schaumburg, IL 60173

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**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: \_\_\_\_\_

13-30-12623

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The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 550,000

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: \_\_\_\_\_

Holly Cichy / Bureau Chief of Construction / (312) 603-1660 / holly.cichy@cookcountyiil.gov

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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: \_\_\_\_\_

Holly Cichy / Bureau Chief of Construction / (312) 603-1660 / holly.cichy@cookcountyiil.gov

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**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*
N/A			

*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*
N/A			

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*
N/A			

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*
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N/A

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*
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N/A

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*
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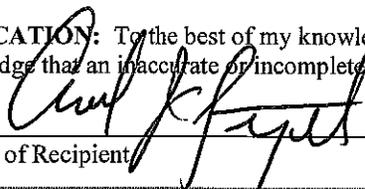
N/A

*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



2-2-16

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

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

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

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

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

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

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

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

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

**I. Contract Information:**

Contract Number: 13-30-12623

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

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): TranSystems Corporation

Substantial Owner Complete Name: \_\_\_\_\_

FEIN# 43-0839725

Date of Birth: \_\_\_\_\_ E-mail address: cjstenzel@tranystems.com

Street Address: 222 South Riverside Plaza, Suite 610

City: Chicago State: IL Zip: 60606

Home Phone: (312) 669 - 9601 Driver's License No: \_\_\_\_\_

**III. Compliance with Wage Laws:**

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

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

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

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

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

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

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

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

IV. Request for Waiver or Reduction

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

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

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

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

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

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

V. Affirmation

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

Signature:

*Charles J. Stenzel*

Date: 2-2-16

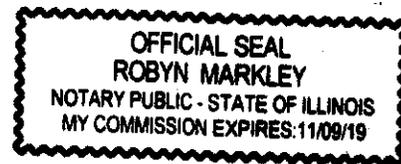
Name of Person signing (Print): Charles J. Stenzel, PE Title: Senior Vice President

Subscribed and sworn to before me this 2nd day of February, 20 16

x *Robyn Markley*  
Notary Public Signature

Notary Seal

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



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

**PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS**

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

**Execution by Corporation**

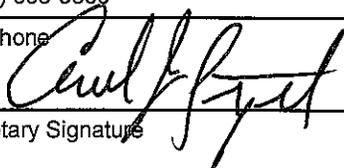
TranSystems Corporation

Corporation's Name

(847) 605-9600

Telephone

Secretary Signature



Charles J. Stenzel, PE /

President's Printed Name and Signature

cjstenzel@transystems.com

Email

2-2-16

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

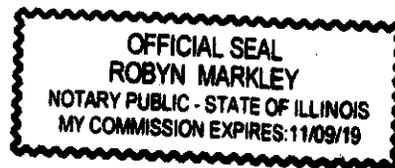
2nd day of Feb., 2016.

Notary Public Signature



My commission expires:

Notary Seal



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



**TranSystems**

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

[www.transystems.com](http://www.transystems.com)

January 17, 2014

To Whom It May Concern:

Article IX, Section 17 of the Bylaws of TranSystems Corporation makes reference to our Officers election and responsibilities. The Section 17, Authority to Bind Corporation, states that all agreements and contracts pertinent to Corporation business shall be signed by an officer of the Corporation. Consequently, Ms. Lynn R. Olte, Senior Vice President/Principal of TranSystems Corporation has the authority to enter into contract agreements as determined by the Board of Directors.

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

Sincerely,  
TranSystems Corporation

A handwritten signature in black ink that reads "Julie Frigon".

Julie Frigon  
Secretary

Corporate Seal

## ARTICLE VIII NOTICES

Section 8.1 Method. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such Director or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States Mail. Notice to Directors, when required, may also be given by telegram, said telegram to be addressed to such Director at his or her address as it appears on the records of the Corporation, and such telegram shall be deemed to be delivered to the Director when the telegram is delivered to the telegraph company. Notice to Directors, when required, may also be given via facsimile, such facsimile to be transmitted to such Director at his or her last known business telecopier number as it appears on the records of the Corporation, and such facsimile shall be deemed to be delivered when a transmission confirmation is generated by the originating telecopier machine.

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

## ARTICLE IX OFFICERS

### Section 9.1

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

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

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

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

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

(d) Appointment of Officers and Agents; Terms of Office. The Board delegates to the Chief Executive Officer, who may then delegate said power to the President, (i) the ability and power, from time to time, to appoint, remove and discharge other officers, other than Elected Officers, and agents for the Corporation as he/she shall deem necessary or advisable; and (i) upon prior notice to the Board, the ability and power, from time to time, to remove or discharge the Elected Officers, other than the Chief Executive Officer. All appointed officers and agents, as well as Elected Officers, other than the Chief Executive Officer, shall hold their respective positions at the pleasure of the Chief Executive Officer or President or for such terms as the Chief Executive Officer or President may specify, and they shall exercise such powers and perform such duties as shall be determined from time to time by the Chief Executive Officer or President, or by another Elected Officer empowered by the Chief Executive Officer or President to make such determinations. Said appointed officers may include, but shall not be limited to, Project Managers, Team Leaders, Office Managers, Executive Vice Presidents, Regional Vice Presidents, Senior Vice Presidents, Client Managers, Vice Presidents of Project Operations, Controller, Vice Presidents, and Assistant Vice Presidents. In addition, the Chief Executive Officer or President may delegate to others the powers set forth in this Section 9.1(d) at his discretion.

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

Section 9.3 Salaries and Compensation. Salaries and compensation of the Chief Executive Officer of the Corporation shall be fixed, increased or decreased by the Board of Directors. Salaries and compensation of all other Elected Officers, all appointed officers and agents, and employees of the Corporation, shall be fixed, increased or decreased by the Chairperson of the Board, the Chief Executive Officer, the President, if there is no Chief Executive Officer, or by such other officer or officers as may be empowered by the Board of Directors to do so.

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

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

Section 9.5 Chairperson of the Board. Except as otherwise provided for herein, the Chairperson of the Board shall preside at all meetings of the shareholders and Directors. If the Chairperson of the Board is unable to preside at a meeting, the Chief Executive Officer (or in the Chief Executive Officer's absence, the President) shall preside at such meeting. The Chairperson of the Board shall also be an ex officio member of all standing committees.

Section 9.6 Chief Executive Officer. The Chief Executive Officer shall, subject to the supervision of the Board of Directors, have responsibility for the strategic management and direction of the business of the Corporation and shall, through the other officers, make sure that all policy directions and resolutions of the Board are properly implemented. The Chief Executive Officer shall sign all papers and documents to which such officer's signature may be necessary or appropriate and shall appoint the officers (other than the Elected Officers) and determine duties and responsibilities of those officers. All appointed officers may be terminated or removed at the discretion of the Chief Executive Officer. The ability and authority to appoint certain officers granted to the Chief Executive Officer hereunder may be delegated to other officers of his or her choice. The Chief Executive Officer shall have such other powers and duties as usually devolve upon the chief executive officer of a corporation, and such further powers and duties as may, from time to time, be prescribed for him by the Board of Directors. In addition, unless the Board of Directors selects a separate President, the Chief Executive Officer shall also be the President. The Chief Executive Officer shall have such other or further duties and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board of Directors.

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

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

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

(c) Subject to the supervision of the Board of Directors and Chief Executive Officer, and in the event not carried out by the Chief Executive Officer, the President may appoint the officers described in Section 9.1(d) above and determine duties and responsibilities of those officers as set forth in said section. With approval of or delegation by the Chief Executive Officer, all appointed officers may be terminated or removed at the discretion of the President. The ability and authority to appoint certain officers granted to the President hereunder or by the Chief Executive Officer may be delegated by the President to other officers of his choice.

(d) The President shall, unless the Board otherwise provides, be ex officio a member of all standing Committees.

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

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

Section 9.9 Divisional Presidents. The Board of Directors shall create such Divisions within the Corporation as it, in its discretion, desires. For each such Division, the Chief Executive Officer, President or Chief Operating Officer, as applicable, may designate a Divisional President who shall have responsibility for the general and active management of the business of the Division of the Corporation and shall carry into effect all policy directions and resolutions with respect to that Division. Each Divisional President shall be an individual who has attained the designation of Principal with the Corporation.

Each Divisional President, when appropriately authorized to do so, may execute bonds, notes, debentures, mortgages, other contracts, and powers of attorney from, for and in the name of the Corporation, to such proper person or persons as he or she may deem fit, in order that the

business of the Division of the Corporation may be furthered or action taken as may be deemed by him or her necessary or advisable in furtherance of the interests of the Division of the Corporation.

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

Section 9.11 Executive Vice President. The Executive Vice-Presidents shall only be made up of (a) individuals who have obtained the designation of Principal with the Corporation, established a region, market sector or line of business, successfully transitioned more than \$10,000,000 in client sales to successor client managers and consistently sells above the average for a Principal; or (b) senior top level corporate executives appointed by the Chief Executive Officer. The Executive Vice-President shall perform the duties and exercise the powers as designated to them by the Chief Executive Officer, President or Chief Operating Officer of the Corporation, as applicable, or to the extent required by the Board of Directors, any Divisional President, and in the absence of the Chief Executive Officer, President, Chief Operating Officer and any applicable Divisional Presidents, by the Board of Directors of the Corporation, from time to time.

Section 9.12 Vice-Presidents and Assistant Vice-Presidents. The Vice-Presidents, in order of their seniority (as determined by the Board of Directors on the basis of criteria to be established by the Board), shall, in the absence, disability or inability of the Chairperson of the Board, the Chief Executive Officer, President, Chief Operating Officer, and all Divisional Presidents to act, perform the duties and exercise the powers of the Chief Executive Officer, President, Chief Operating Officer, and all Divisional Presidents, and shall perform such other duties as the Board of Directors shall from time to time prescribe. The Assistant Vice-Presidents shall assist the Vice-Presidents in the performance of their duties and shall perform such other duties as the Board of Directors shall from time to time prescribe. The Board of Directors shall have the ability to appoint any number of Vice-Presidents that may be in charge of principal business units, divisions or functions (such as, but not limited to, sales, administration or finance), or may perform policy-making functions. In lieu thereof, the Board of Directors may elect to enter into contractual arrangements with subsidiaries of Corporation to utilize executive officers of those subsidiaries to satisfy those functions and undertake those responsibilities.

Section 9.13 The Secretary and Assistant Secretaries. The Secretary shall attend all sessions of the Board and all meetings of the shareholders, and shall record or cause to be recorded all votes taken and the minutes of all proceedings in a minute book of the Corporation to be kept for that purpose. The Secretary shall perform like duties for the executive and other standing committees when requested by the Board or such committee to do so.

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

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

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

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

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

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

Section 9.14 The Treasurer/Chief Financial Officer and Assistant Treasurer. The Treasurer/Chief Financial Officer shall have responsibility for the safekeeping of the funds and securities of the Corporation, and shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Corporation. The Treasurer/Chief Financial Officer shall keep, or cause to be kept, all other books of account and accounting records of the Corporation, and shall deposit or cause to be deposited all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

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

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

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

(d) If required by the Board, the Treasurer/Chief Financial Officer shall give the Corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his or her office, and for the restoration to the Corporation, in the case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control which belong to the Corporation.

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

Section 9.15 Chief Strategy and Marketing Officer. The Chief Strategy and Marketing Officer shall report to the Chief Executive Officer and shall have such duties as the Chief Executive Officer shall from time to time prescribe.

Section 9.16 Duties of Officers May be Delegated. If any officer of the Corporation be absent or unable to act, or for any other reason which the Board may deem sufficient, the Board may delegate, for the time being, some or all of the functions, duties, powers and responsibilities of any officer to any other officer, or to any other agent or employee of the Corporation or other responsible person, provided a majority of the full Board concurs therein.

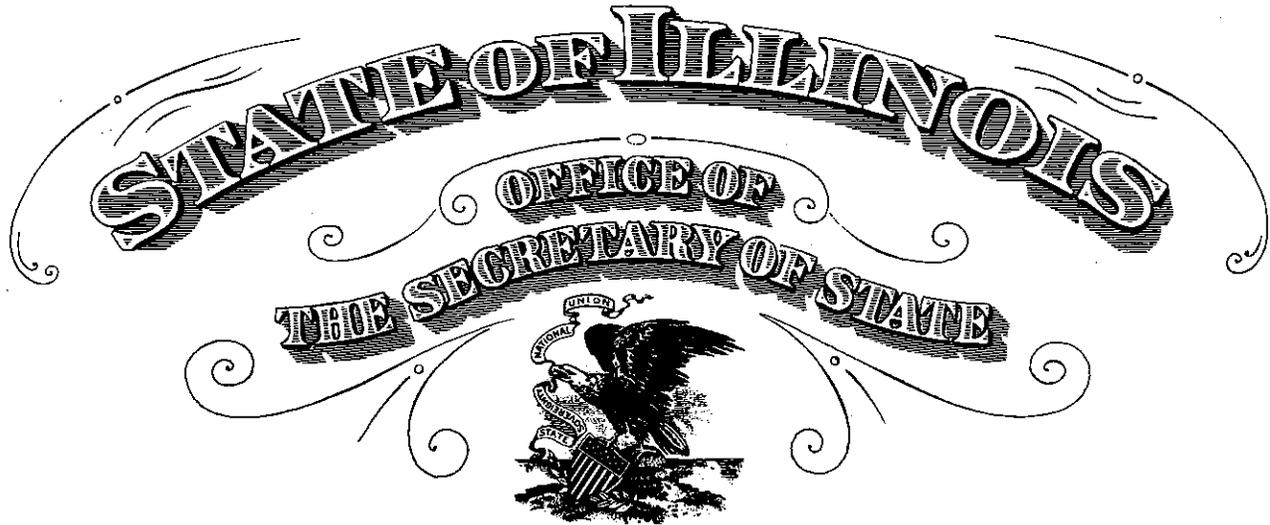
Section 9.17 Authority to Bind Corporation. All agreements and contracts pertinent to Corporation business shall be signed by an officer of the Corporation.

## ARTICLE X CERTIFICATES FOR SHARES

Section 10.1 Form. The shares of the Common Voting Stock and Common Non-Voting Stock of the Corporation shall be uncertificated shares. All shares issued shall be appropriately listed in a stock register, maintained by the Corporation, which shall specifically delineate the number of shares and record owner of such shares. The record ownership, as maintained by the Corporation in the stock register, shall be deemed conclusive evidence of the number of shares owned by each shareholder of the Corporation. However, any shares of Common Voting Stock and Common Non-Voting Stock of the Corporation already represented by certificates shall remain in full force in effect, unless and until such certificate is tendered to the Corporation for transfer or cancellation. In such event, the shares reissued to the purchaser, or to the Corporation as treasury shares, shall thereafter be uncertificated shares. In the event a holder of stock already represented by a certificate or a holder of uncertificated shares makes a request to the Board of Directors of the Corporation for the issuance of a stock certificate,

File Number

5776-638-7



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

TRANSYSTEMS CORPORATION, INCORPORATED IN MISSOURI AND LICENSED TO TRANACT BUSINESS IN THIS STATE ON APRIL 12, 1994, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANACT BUSINESS IN THE STATE OF ILLINOIS.



**In Testimony Whereof,** I hereto set  
*my hand and cause to be affixed the Great Seal of  
the State of Illinois, this 22ND  
day of JUNE A.D. 2015 .*

*Jesse White*

SECRETARY OF STATE

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

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

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

<b>Bid/RFP/RFQ No.:</b> 13-30-12623	<b>Date:</b> March 4, 2016
<b>Total Bid or Proposal Amount:</b> \$550,000.00	<b>Contract Title:</b> Professional Quality Control/Quality Assurance Construction Engineering Services
<b>Contractor:</b> TranSystems Corporation	<b>Subcontractor/Supplier/ Subconsultant to be added or substitute:</b> Interra, Inc.
<b>Authorized Contact for Contractor:</b> Charles Stenzel, PE	<b>Authorized Contact for Subcontractor/Supplier/ Subconsultant:</b> Anshuman Balekai, PE
<b>Email Address (Contractor):</b> cjstenzel@transystems.com	<b>Email Address (Subcontractor):</b> abalekai@interraservices.com
<b>Company Address (Contractor):</b> 222 S Riverside Plaza, Suite 610	<b>Company Address (Subcontractor):</b> 600 Territorial Drive, Suite G
<b>City, State and Zip (Contractor):</b> Chicago, IL 60606	<b>City, State and Zip (Subcontractor):</b> Bolingbrook, IL 60440
<b>Telephone and Fax (Contractor):</b> Tel 312-669-9601 Fax 312-669-9606	<b>Telephone and Fax (Subcontractor):</b> Tel 630-754-8700 Fax 630-754-8705
<b>Estimated Start and Completion Dates (Contractor):</b> 7/12/13 to 3/1/17	<b>Estimated Start and Completion Dates (Subcontractor):</b> 7/12/13 to 3/1/17

**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>
Material Consulting and Testing Services	\$110,019.79

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.**

Contractor TranSystems Corporation

Name Charles J. Stenzel, PE

Title Principal / Senior Vice President

Prime Contractor Signature

*Charles J. Stenzel*  
3-4-16

Date

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

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

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

Bid/RFP/RFQ No.: 13-30-12623	Date: March 4, 2016
Total Bid or Proposal Amount: \$550,000.00	Contract Title: Professional Quality Control/Quality Assurance Construction Engineering Services
Contractor: TransSystems Corporation	Subcontractor/Supplier/ Subconsultant to be added or substitute: Wang Engineering, Inc.
Authorized Contact for Contractor: Charles Stenzel, PE	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Paul Wang, PE
Email Address (Contractor): cjstenzel@transystems.com	Email Address (Subcontractor): pwang@wangeng.com
Company Address (Contractor): 222 S Riverside Plaza, Suite 610	Company Address (Subcontractor): 1145 N. Main Street
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Lombard, IL 60148
Telephone and Fax (Contractor): Tel 312-669-9601 Fax 312-669-9606	Telephone and Fax (Subcontractor): Tel 630-953-9928 Fax 630-953-9938
Estimated Start and Completion Dates (Contractor): 7/12/13 to 3/1/17	Estimated Start and Completion Dates (Subcontractor): 7/12/13 to 3/1/17

**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>
Material Consulting and Testing Services	\$82,500.00

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.**

Contractor TransSystems Corporation

Name Charles J. Stenzel, PE

Title Principal / Senior Vice President

Prime Contractor Signature



Date

3-4-16



# CERTIFICATE OF LIABILITY INSURANCE

10/1/2016

DATE (MM/DD/YYYY)

1/27/2016

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No., Ext):	FAX (A/C, No.):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B: Westchester Fire Insurance Company		10030
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
9291  
TRANSYSTEMS CORPORATION  
222 S. RIVERSIDE PLAZA, SUITE 2320  
CHICAGO IL 60606

COVERAGES TRASY01 CERTIFICATE NUMBER: 13873511 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	GLO3707153	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	N	Y	BAP3707150	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	G27512987002	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 OTHER \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3707154	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: TASK ORDER DESIGN ENGINEERING SERVICES; PROJECT NO. P404130010; CONTRACT NO. 13-30-12623. COOK COUNTY, ITS OFFICIALS, AND EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, THIS COVERAGE IS PRIMARY AND NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL AND AUTO LIABILITY AND WORKERS COMPENSATION WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

13873511  
COOK COUNTY GOVERNMENT  
118 N CLARK STREET, ROOM 1010  
CHICAGO IL 60602

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

10/1/2016

DATE (MM/DD/YYYY)

1/27/2016

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

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

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:		<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Zurich American Insurance Company		<b>NAIC #</b> 16535
<b>INSURED</b> 1041353 TRASYSTEMS CORPORATION 222 S. RIVERSIDE PLAZA, SUITE 2320 CHICAGO IL 60606	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

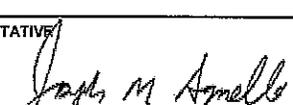
**COVERAGES** TRASY01      **CERTIFICATE NUMBER:** 13873918      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE    OTH-ER E.I. EACH ACCIDENT \$ XXXXXXXX E.I. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.I. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	<b>PROFESSIONAL LIABILITY</b>	N	N	EOC 9139550	10/1/2015	10/1/2016	\$5,000,000 EACH CLAIM & IN ANNUAL AGGREGATE FOR ALL PROJECTS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: TASK ORDER DESIGN ENGINEERING SERVICES; PROJECT NO. P404130010; CONTRACT NO. 13-30-12623.

**CERTIFICATE HOLDER****CANCELLATION**

<b>13873918</b> COOK COUNTY GOVERNMENT 118 N CLARK STREET, ROOM 1010 CHICAGO IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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