

PROFESSIONAL SERVICES AGREEMENT

For

**Design Engineering Services
Various Various (Task Orders)**

Contract Number 2138-10282C

Section No. 21-8DESV-02-EG

Purchase Order No. 70000237172

BETWEEN



COOK COUNTY GOVERNMENT

DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

AND

SINGH & ASSOCIATES, INC.

en 5/13/22

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 7	Identification of Subconsultants
Exhibit 8	Certification for Consulting or Auditing Services
Exhibit 9	Economic Disclosure Statement and Execution Document

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” and Singh & Associates, Inc., doing business as a(an) Corporation of the State of Illinois hereinafter referred to as “Consultant”, pursuant to authorization by the Cook County Board of Commissioners on June 16th, 2022 , as evidenced by Board Authorization letter attached hereto as EXHIBIT “1”.

BACKGROUND

The County of Cook issued a Request for Qualifications “RFQ” for 2138-10282 – Design Engineering Services – Various Various (Task Orders). Submittals were evaluated in accordance with the evaluation criteria published in the RFQ. The Consultant was selected based on the submittal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

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

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

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

Exhibit 1	Board Authorization
Exhibit 2	Scope of Services
Exhibit 3	Key Personnel
Exhibit 4	Schedule of Compensation
Exhibit 5	Disadvantage Business Enterprise Utilization Plans
Exhibit 6	Evidence of Insurance
Exhibit 7	Identification of Subconsultants
Exhibit 8	Certification for Consulting or Auditing Services
Exhibit 9	Economic Disclosure Statement and Execution Document

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 2, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

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

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

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

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

c) **Standard of Performance**

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

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) **Personnel**

i) **Adequate Staffing**

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

ii) **Key Personnel**

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

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Disadvantage Business Enterprises Commitment**

In the performance of this Agreement, the Consultant will adhere to the commitment including the procurement and lease of materials or equipment pursuant to the requirements of federal regulation 49, CFR Part 26. Consultant must abide by the requirements set forth under this contract except to the extent waived by the Compliance Director, which are set forth in Exhibit 5. Consultant's completed DBE Utilization Plan evidencing its compliance with this requirement is a part of this Agreement, in Form 1 of the DBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 2 of the DBE Utilization Plan.

f) Insurance Requirements

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

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

The Consultant shall require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors.

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

Coverages

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

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

(b) Commercial General Liability Insurance

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

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

The General Liability policy shall include the following coverages:

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

(c) Commercial Automobile Liability Insurance

When any vehicles are used in the performance of this contract, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising

from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Professional Liability (Errors & Omissions) and/or Contractors Pollution Liability and/or Asbestos Pollution Liability**

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

If any such policy is written on a claims-made form:

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

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

All insurance companies providing coverage shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(b) **Insurance Notices**

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

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

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

(c) **Waiver of Subrogation Endorsements**

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

g) Indemnification

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

h) **Confidentiality and Ownership of Documents**

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

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

i) **Patents, Copyrights and Licenses**

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

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

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

j) Examination of Records and Audits

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

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

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

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

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

k) Subcontracting or Assignment of Contract or Contract Funds

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

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

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

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

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

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on **July 1, 2022**, ("Effective Date") and continue until **June 30, 2025** or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 2. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

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

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 4 for the successful completion of services.

b) Method of Payment

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

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

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

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

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Scope of Services or at Task Order level. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 4, Schedule of Compensation without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

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

g) Consultant Credits

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

ARTICLE 6) DISPUTES

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

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

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

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

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

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

- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

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

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

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

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

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

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

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

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

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

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

f) Delays

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

g) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

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

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Consultant

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

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

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

j) Governmental Joint Purchasing Agreement

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

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

k) Comparable Government Procurement

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

l) Force Majeure

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

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

i) Equal Opportunity

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

- ii) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)
 - a. When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act ((40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
 - b. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned

upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

Contracts and subgrants of amounts in excess of \$15000,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

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

viii) Rights to Inventions Made Under a Contract or Agreement

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

ARTICLE 11) NOTICES

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

If to the County: George W. Dunne Cook County Office Building
 Department of Transportation and Highways
 69 West Washington Street, 24th Floor
 Chicago, Illinois 60602
 Attention: Superintendent, Transportation and Highways
 Contract No.2138-10282 C

and

George W. Dunne Cook County Office Building
Office of the Chief Procurement Officer
69 West Washington Street, 30th Floor
Chicago, Illinois 60602
Attention: Cook County Chief Procurement Officer
Contract No.2138-10282 C

If to Consultant: Singh & Associates, Inc.
230 W. Monroe Street, Suite 1400
Chicago, Illinois 60606
Attention: Gregory J. Duntz, Sr. VP
Contract No.2138-10282 C

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1

Board Authorization

EXHIBIT 2
Scope of Services

A1.1 Administrative Tasks

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

A1.2 Technical Tasks

This is a work order-based contract. It is anticipated that some or all the general services and tasks set forth below will be required for each assigned project. The Department will assign the work orders on an as-needed basis. The locations of the assignment will be throughout Cook County.

The scope of services may include but is not limited to preparing contract documents including plans, specifications and estimates with supporting engineering analysis for various projects throughout Cook County. Design Engineering plans and specifications will be completed in accordance with Illinois Department of Transportation guidelines as defined in the IDOT Bureau of Local Roads Manuals. If Federal funding is provided for Phase II engineering or Construction, the plans and specifications must be completed in accordance with the Federal Highway process.

The consultant's work orders may include, but are not limited to intersection design, traffic signal design, small roadway segments/roadway corridors, structures, and design of drainage/flooding solutions; completion of on-going plans, specifications and estimates; updating County standard details and specifications; identification and preparation of grant applications for project funding; and various project permitting (IDOT, MWRD, ACOE, CCFP, IEPA, IDNR, FEMA, USFW, etc.), GIS services; asset management service (knowledge of Cityworks or related asset management software and AASHTO BrM or related bridge management software); data collection; topographic survey services; preparation of base maps; geotechnical investigations including Clean Construction Demolition Debris (CCDD) testing and analysis; geometric studies; traffic studies; intersection design studies (inclusive of counts and capacity analyses); Complete Streets analysis and reviews; bridge inspections and condition reports; bridge type studies; hydraulic reports; Type, Size and Location Plans; drainage studies including Hydraulic survey, Storm Sewer/Combination Sewer videotaping and/or evaluation, analyses and reports; maintenance of traffic development, analysis and reports, detour route coordination, cost estimates (preparation and/or review of); public outreach, meetings and hearings; land acquisition, including plats, appraisals, review appraisals, and negotiation services Land Acquisition; review of the County standard details and specifications and make recommendations and all other related work necessary to complete

EXHIBIT 3

Key Personnel

ORGANIZATIONAL CHART

CHART LEGEND

SINGH^{+M/W/DBE}

Burns & McDonnell

Civiltech

Wight

Wang^{+DBE}

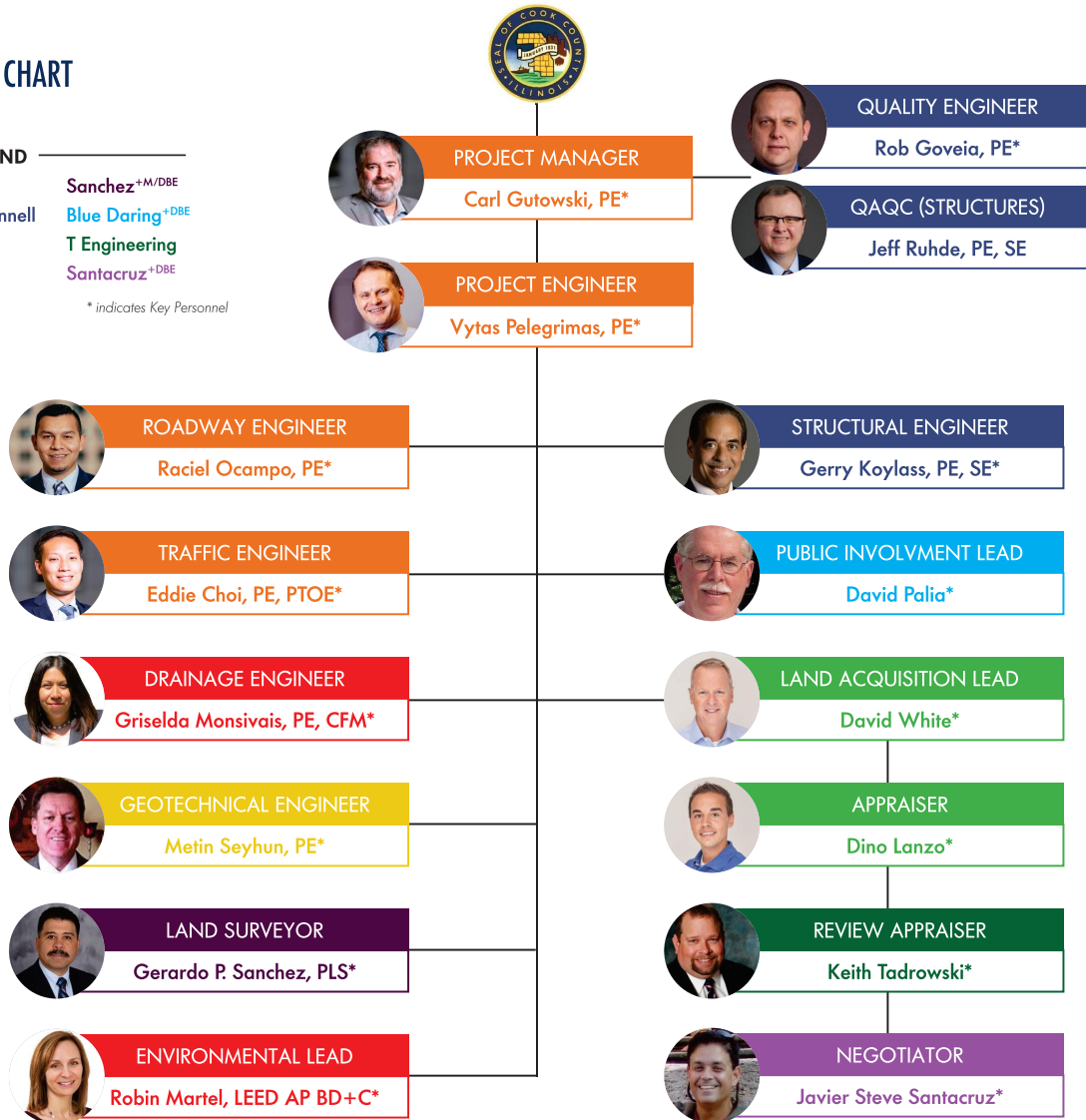
Sanchez^{+M/DBE}

Blue Daring^{+DBE}

T Engineering

Santacruz^{+DBE}

* indicates Key Personnel



TEAM CAPACITY

*indicates Key Personnel

Carl Gutowski, PE* Project Manager	Gerry Koylass, SE, PE* Structural Engineer	Gerardo P. Sanchez, PLS* Land Surveyor	David Palia* Public Involvement Lead
Vytas Pelegrimas, PE* Project Engineer	Rob Goveia, PE* Quality Engineer	Jeffrey S. Phipps, PLS Survey Support	Melissa Ballate Chief Strategist
Raciel Ocampo, PE* Lead Roadway	Jeff Ruhde, SE, PE QAQC Structures	Esteban Belmonte Survey Support	Shukey Leung Designer
Eddie Choi, PE, PTOE* Traffic Engineer	Emma Kay, PE Structural Support	George Cernetig CAD	Vanessa Mentor Ideation Lead
Jillyn O'Shea, PE Sr. Design Engineer	Metin Seyhun, PE* Geotechnical Engineer	Javier Steve Santacruz* Negotiator	David White* Land Acquisition Lead
Tugi Shinezorig, PE Design Engineer	Corina Farez, PE, PG Geotechnical Support	Dylan Santacruz Negotiator	Dino Lanzo* Appraiser
Caitlin Jankovich, PE Design Engineer	Griselda Monsivais, PE, CFM* Drainage Engineer	Jonathan Abplanalp Negotiator	Kelsey Balch Analyst
Arnoldo Duran Design Engineer	Dalia Alvarez, EI, CFM Drainage Support	Keith Tadrowski* Review Appraiser	
Rashesh Patel, PE Lead Lighting + ITS	Robin Martel, LEED AP BD+C* Environmental Lead	Fred Tadrowski Appraiser	

Mr. Carl Gutowski brings significant project management experience gained in his 22 years of engineering design in transportation infrastructure. He has extensive knowledge in the design and preparation of contract documents for roadway, structure, drainage, and traffic signal and lighting projects. Carl specializes in safety improvements and traffic engineering. He provides detailed coordination for complex projects involving multiple stakeholders.

Education

BS Civil Engineering, University of Illinois, Champaign-Urbana, Illinois (1997)

Licensing, Certifications + Memberships

PE | Illinois #062-057132 (2021)
American Society of Civil Engineers
American Council of Engineering Companies, Illinois
• Tollway Committee

Industry Experience

23 years

**Resume reflects experience gained with a prior employer.*

CARL L. GUTOWSKI, PE

PROJECT MANAGER

79th Street Stony Island to Commercial Corridor for Chicago Dept. of Transportation

Mr. Gutowski, as Project Manager, is leading the SINGH civil team for the reconstruction and repavement for 79th Street, Stony Island Avenue to Commercial Avenue Corridor Improvements project. This corridor is one of twelve corridors included in the City's INVEST South/West initiative. The project will provide a safe, walkable, and attractive street that will create a unified, safe, and attractive commercial destination. SINGH's scope of work includes roadway improvements, pavement markings, traffic signal modernization and upgrades, ADA ramps, drainage improvements, and lighting design.

ADA Ramp Design for Chicago Dept. of Transportation*

Mr. Gutowski oversaw the development of the ADA data collection system as part of the ADA Ramp Design project. Work included performing field assessment of existing ADA ramps and providing design for new or improved ramps. Evaluated and improved over 2,000 ADA ramps to comply with current CDOT ADA standards.

Canal Street Viaduct, Harrison Street to Taylor Street Rehabilitation for Chicago Dept. of Transportation*

Mr. Gutowski provided Phase II design engineering services for the reconstruction of the Canal Street Viaduct from Harrison Street to Taylor Street. Services provided included traffic, maintenance of traffic, and lighting.

Canal Street Viaduct, Jackson to Harrison Rehabilitation for Chicago Dept. of Transportation*

Mr. Gutowski provided Phase II design engineering services for the reconstruction of the Canal Street Viaduct from Jackson Street to Harrison Street. Services provided included traffic, maintenance of traffic, ADA design, signing, and lighting.

IL 171 Archer Avenue Safety Improvements for Illinois Dept. of Transportation*

Mr. Gutowski, as Lead Project Engineer, provided Phase Two safety improvement services for the IL 171 Archer Avenue Safety Improvements project in District One. Safety improvements included shoulder widening, signing, sight distance improvements and guardrail as part of the Phase Two Various-Variation Contract with IDOT. Responsibilities included designing the roadway plans, erosion control plans, maintenance of traffic, and details. Also, wrote and prepared specifications and cost estimates.

IL Route 71 Safety Study for Illinois Dept. of Transportation*

Mr. Gutowski provided safety studies services for the Illinois Route 71 Safety Study project in District Three. The project safety study spanned twenty (20) miles of the IL 71 and included crash analysis and field review of existing guardrail, sight distance, and roadside hazards. He prepared the Safety Study Report including interim and long term improvements for the project limits.

Various Phase One + Two Design for Illinois Dept. of Transportation*

Mr. Gutowski directed his team and subconsultants for Various Phase One and Two engineering design service projects throughout District Three. Phase One task order services completed included topographic survey, hydraulic reports, and bridge reconstruction reports. Phase Two task order services completed included intersection lighting, roadway reconstruction, and bridge reconstruction projects. Responsibilities included oversight on plan preparation, quality control, quantity calculations, construction details, specifications, and cost estimates.

Design Upon Request, Systemwide, Kane, Dekalb, + Cook Counties for Illinois Tollway*

As Project Manager, Mr. Gutowski managed the design of documents from Concept and Final PS+E services for various task order under the design upon request contract for Illinois Tollway in Kane, DeKalb, Cook Counties, Illinois. Responsibilities included overseeing plan preparation, quality control, quantity calculations, construction details, specifications, and cost estimates. Scope of work included drainage investigation and design, bridge repair and reconstruction, safety analysis, retaining and noise wall repair, ramp and interchange geometrics, pavement rehabilitation, plaza repairs, new maintenance yard access, and lighting design at various locations.

Design Upon Request, Cook County for Illinois Tollway*

As Project Manager, Mr. Gutowski managed the design of documents from Concept and Final PS+E for various task order under the design upon request contract for Illinois Tollway in Cook County, Illinois. Responsibilities included managing plan preparation, quality control, quantity calculations, construction details, specifications, and cost estimates. Scope of work included drainage investigation and design, bridge repair and reconstruction, safety analysis, retaining and noise wall repair, ramp and interchange geometrics, and pavement rehabilitation, at various locations.

Randall Road and Bolcum Road Intersection Improvements for Kane County Division of Transportation*

As Lead Project Engineer, Mr. Gutowski lead the Phase II traffic signal modernization and new intersection geometry for the Randall Road and Bolcum Road Intersection Improvements project in Kane County, Illinois. Mr. Gutowski was also responsible for processing the Phase I project development report through IDOT. Responsibilities included designing roadway plans, erosion control plans, maintenance of traffic, and details. He wrote and prepared the specifications and cost estimates, assisted with permitting through ACOE and permitted the project through IDOT.

Roselle Road at Walnut Street Traffic Signal Improvement for DuPage County Division of Transportation*

As Lead Project Engineer, Mr. Gutowski lead the Phase I new traffic signal installation and intersection geometry for the Roselle Road at Walnut Street Traffic Signal Improvement project. He assisted with obtaining HSIP funding by preparing crash analysis and traffic signal warrant analysis. Also, prepared an intersection design study and wrote and prepared the project development report for review by IDOT.

Woodridge Greenway Trail for DuPage County Division of Transportation*

As Lead Project Engineer, Mr. Gutowski lead Phase I services for the two (2) miles of new trails and widening of 3.5 miles of existing trails for the Woodridge Greenway Trail project in South Lisle, Illinois. He was responsible for coordination for right-of-way with the Lisle Park District, Village of Woodridge, DuPage County Forest Preserve and various private property owners. He wrote and prepared the project development report for review by IDOT and FHWA.

Mr. Vytas Pelegrimas is a highly qualified civil engineer with over 20 years of experience in the development of plans, specifications, and estimates (PS+E) for public infrastructure. He has considerable experience with the geometric design of roadways; analysis and design of drainage systems and structures; erosion and sediment control; pavement markings and signing details; traffic control staging as well as preparation of intersection/interchange design studies; and safety/crash analysis. Mr. Pelegrimas specializes in hydraulics, drainage design, grading, and erosion control.

Education

BS, Civil Engineering, University of Illinois, Chicago, 2001

BS, Civil Engineering, VT University, Lithuania, 1997

Licensing, Certifications + Memberships

PE | Illinois #062-062214 (2009)

PE | Minnesota #53913 (2016)

PE | Ohio #PE.81685 (2013)

PE | Oregon #92036PE (2017)

PE | Wisconsin #41217-6 (2010)

Pavement Design Course, IDOT, 2005

IDOT Documentation of Contract Quantities No. 16-11853

Illinois Tollway Committee

Industry Experience

21 years

VYTAS PELEGRIMAS, PE

PROJECT ENGINEER

IL 43 | Harlem Avenue Corridor Improvements from 46th Street to 53rd Street for Illinois Dept. of Transportation, District One

Mr. Vytas Pelegrimas, Project Manager + Hydraulic Engineer, is responsible for the preparation of preliminary engineering and hydraulic analysis to improve approximately 1.2 miles of IL 43 (Harlem Avenue) from 46th Street to south of 53rd Street where it crosses over the Chicago Sanitary and Ship Canal (CSSC). SINGH is responsible for developing a Hydraulic Report, Technical Crash Analysis Report, Transportation Management Plan, and Street Lighting Assessment. Mr. Pelegrimas prepared a hydraulic model and analyzed the northbound and southbound crossing structures individually and provided floodplain encroachment evaluation.

Bell Road Widening + Reconstruction, 151st Street to 159th Street for Will County

Mr. Vytas Pelegrimas served as Project Manager for the widening and reconstruction of Bell Road from 151st Street to 159th Street. Bell Road is a major 2-lane thoroughfare in Homer Glen, IL. SINGH provided preliminary, prefinal, and final design and the development of contract documents for pavement marking and signing; erosion control and sediment control during construction; permanent erosion control measures; traffic signal plans; temporary signal plans for 2 MOT stages; as well as permanent signal and interconnect plans.

Bell Road at 143rd Street, Phase I and Phase II Drainage Design for Will County Highway Department

As Project Engineer, Mr. Pelegrimas was responsible for the Phase I and Phase II drainage design and Maintenance of Traffic (MOT) for the reconstruction of Bell Road and 143rd Street intersection in Will County. The scope involved extensive network of in-line detention storage and auxiliary sewer design. The project consists of new left turn lanes at Bell Road and 143rd Street intersection and 1 mile of Bell Road and 1 mile of 143rd Street widening from two to three lanes. MOT tasks include: development of construction staging, keeping one lane of traffic open at all stages, designing temporary conditions, temporary signing and striping, and coordination with temporary traffic signals.

I-57 at 175th Street Bridge Deck Replacement Study for Illinois Dept. of Transportation, District One

As Project Manager, Mr. Vytas Pelegrimas was responsible for the preparation of the Location Drainage Technical Memorandum (LDTM) for the Phase I Preliminary Engineering Project Report/Categorical Exclusion for the 175th Street Bridge over I-57 in Cook County, IL. The LDTM included an existing drainage plan and proposed drainage plan. Sensitive outlets within the project limits were evaluated as well as drainage features located on the bridge or bridge approaches that would be directly impacted by proposed bridge modifications. Preparation of the LDTM was in accordance with IDOT's 2011 Drainage Manual and the 2014 ACEC Drainage Seminar Manual. Local agency coordination was required.

Arsenal Road Interchange at I-55 for Illinois Dept. of Transportation

Mr. Vytas Pelegrimas provided engineering design for the drainage systems which includes ditches, several box culverts, storm sewers, detention ponds, underdrain systems, and ripraps according to Illinois Department of Transportation standards, as well as Will County Highway Department design standards. The scope required the removal and relocation of the Arsenal Road Interchange 1 mile south with a new geometric configuration.

US 20 Rohlwing Road to Addison Street for Illinois Dept. of Transportation

Mr. Vytas Pelegrimas served as Civil Engineer; he was responsible for the drainage design and preparation of drainage plans, erosion control plans, estimates and specifications, and surveys. The project consists of reconstruction of US Route 20, new drainage system and traffic signal modernization.

IL 176 at Bangs Lake Outlet Box Culvert Replacement for Illinois Dept. of Transportation

Mr. Pelegrimas, as Project Manager, is leading the SINGH Team in providing preliminary design services for the IL 176 at Bangs Lake Outlet Box Culvert Replacement project. SINGH, as subconsultant to Globetrotters, is providing engineering design support services for the preparation of preliminary engineering and environmental studies for the reconstruction of the Box Culvert Replacement project. Includes development of Location Drainage Technical Memorandum and Hydraulic Report documents. Additional drainage design work includes detention design, ditch design, culvert design, and storm sewer design. All drainage design is being coordinated with other disciplines including geometrics, traffic signals, lighting, and utilities.

IL 83 at IL 171 (Archer Avenue) Phase I Study for Illinois Dept. of Transportation

Mr. Pelegrimas, Civil Engineer, was responsible for the Phase I Drainage Study of IL 83 at IL 171 (Archer Avenue) intersection. The scope involved preparing existing and proposed drainage plans, and the technical memorandum. The project consists of new left turn lanes at the IL Route 83 and IL Route 171 intersection.

IL 72 at Beverly Road & Rock Road Phase I, for Illinois Dept. of Transportation

As Project Engineer, Mr. Vytas Pelegrimas was responsible for preparation of Intersection Design Study, Location Drainage Study, HCS Analysis, and contract plans and estimates. Project consisted of the addition of a second turn lane for WB IL Route 72, which requires adjustment to traffic signal phasing, roadway widening, and median modifications to accommodate dual left turns.

US 6 at I-55 Phase I Study for Illinois Dept. of Transportation

As Project Engineer, Mr. Vytas Pelegrimas provided existing traffic analysis and projected traffic operations analysis of three intersections along US 6 at I-55: East Junction Ramps, West Junction Ramps, and West Frontage Road. HCM, HCS 2010 and SYNCHRO were utilized for capacity studies, turning movement and corridor traffic analysis.

US 30 at EJ&E / CN Railroad for Illinois Dept. of Transportation

As Design Engineer, Mr. Vytas Pelegrimas was responsible for Crash Analysis. The analysis includes a summary of the crash data on US Route 30, an evaluation of areas where crashes occurred, and identification of safety problems that exist. The crash analysis conducted for this project included a 0.74 mile segment (M.P. 152.07 to M.P. 152.81) of Route 30 from south of the Lansing Ditch to the Illinois State line.

Phase I Studies, Various Locations for Illinois Dept. of Transportation

Mr. Vytas Pelegrimas, Civil Engineer, was responsible for Crash and HCS Analysis for 3 intersections. The Crash analysis included a summary of the crash data and identification of safety problems that exist at the intersections. HCS analysis included investigation of intersection operations reflective of different design alternatives and traffic volumes.

I-55 at County Line Road for Illinois Dept. of Transportation

Mr. Vytas Pelegrimas, Civil Engineer, was responsible for the maintenance of traffic for multi-stage reconstruction of the bridge, analysis of vehicle turning movements, erosion and sediment control, underpass lighting, maintenance of existing lighting during construction, and project specifications, quantities, and cost estimates.

Tri-State Tollway (I-294) 159th Street (US 6) Bridge Reconstruction and Ramp Rehabilitation for Illinois Tollway (RR-14-5703)

Mr. Vytas Pelegrimas served as the Project Manager for the reconstruction of the structure carrying 159th Street (US 6) over the Tri-State Tollway. SINGH's civil design scope included the preparation of plans for the roadway improvements to the loop ramps including: ramp plaza, guardrail, and shoulders; drainage removals; and associated improvements including the maintenance of traffic during construction and utility identification and coordination. The project required structural analysis of the bridge slope wall, overhead sign structures plans, and culvert extension plans.

Stearns School Road Bridge Reconstruction for Illinois Tollway (RR-18-4382)

As Lead Drainage Engineer, Mr. Pelegrimas provided engineering design services to support the reconstruction and widening of Stearns School Road Bridge. He provided review of the existing drainage and developed proposed drainage plan for interim and ultimate scenarios as well as evaluating the need for retaining walls with respect to grading within the project limits. Mr. Pelegrimas lead the preparation of final contract plans for drainage, landscaping, grading, and erosion control for the project.

Mr. Ocampo has been recognized by clients for his excellent communication skills and detailed coordination - integrating project disciplines for complete plan development. He has been responsible for the development of PS+E including roadway geometrics, cross-section design, grading, earthwork analysis, pavement marking, and maintenance of traffic. Additionally, he has extensive experience with traffic analysis and the development of safety studies. Mr. Ocampo is an expert in ADA Compliant features, PROWAG, and Complete Streets implementation.

Education

BS, Civil Engineering, Bradley University, Peoria, IL, 2013

Licensing, Certifications + Memberships

PE | Illinois #062-070793 (2018)

PE | Ohio #PE.86469 (2021)

ACEC - IL (District 1 & Emerging Professionals)

American Society of Civil Engineers (ASCE) - Younger Member Group, Dir. of Communications 2016-2018, Treasurer 2018-2019

IDOT Training:

- Highway Engineering Principles
- MUTCD
- PROWAG

FHWA NHI Training:

- Highway Safety Manual
- Intro to Highway Hydraulics
- Utility Coord for Highway Projects

Industry Experience

9 years

**Resume reflects experience gained with a prior employer.*

RACIEL OCAMPO, PE

ROADWAY ENGINEER

79th Street Stony Island to Commercial Corridor for Chicago Dept. of Transportation

As Phase II Project Engineer, Mr. Ocampo is providing Phase II project management support for the SINGH civil team for the reconstruction and repavement for 79th Street, Stony Island Avenue to Commercial Avenue Corridor Improvements project. This corridor is one of twelve corridors included in the City's INVEST South/West initiative. The project will provide a safe, walkable, and attractive street that will create a unified, safe, and attractive commercial destination. SINGH's scope of work includes roadway improvements, pavement markings, traffic signal modernization and upgrades, ADA ramps, drainage improvements, and lighting design.

East Avenue at 47th Street Intersection Improvements for Illinois Dept. of Transportation, District One

Mr. Ocampo, Project Manager, is responsible for the development of contract plans, special provisions, estimate of cost as well as coordination with the subconsultant team. He is tasked with designing the roadway plan and profiles, cross sections, earthwork, ADA construction detail sheets as well as coordination with lighting, drainage, maintenance of traffic, and utility conflicts. The project limits include two (2) Indiana Harbor Belt Railroad crossings as well as the addition of pedestrian facilities at the intersection including new sidewalk and ADA curb ramp. Scope of work includes intersection lighting system replacement, new traffic signal installation, upgrades to railroad crossing, and detailed utility coordination. Drainage improvements to address major issues within the right-of-way include upsizing and extending existing storm sewer as well as downstream improvements to nearby McCook Ditch.

IL 43 | Harlem Avenue Corridor Improvements from 46th Street to 53rd Street for Illinois Dept. of Transportation, District One

Mr. Ocampo is serving as Project Engineer for the preparation of preliminary engineering and environmental studies to improve approximately 1.2 miles of IL 43 (Harlem Avenue) from 46th Street to south of 53rd Street. Mr. Ocampo completed the crash analysis over a 7 year span and produced a full report including proposed countermeasures, exhibits, and graphics.

I-55 at IL 59 Diverging Diamond Interchange for Illinois Dept. of Transportation, District One

As Project Manager, Mr. Raciél Ocampo was responsible for the preparation of a Maintenance of Traffic (MOT) Concept Study that identifies design criteria, critical cross sections, areas of concern, general limits of temporary pavement, and highlights deviations from the Traffic Management Plan as well as identify advanced contract opportunities. MOT plans are being prepared separately for an advanced bridge contract and interchange improvements. Staging plans that maintain all access during construction is being prepared for IL 59, Seil Road, and all ramps. The proposed interchange at I-55 and IL 59 will provide a full-service interchange improving regional mobility, local connectivity, system linkage, and capacity.

I-57 at Pauling Road Bridge Deck Replacement Study for Illinois Dept. of Transportation, District One

Mr. Ocampo was tasked with assisting the drainage engineer in the development of the Existing Drainage Plan exhibits, calculations, and report for two sites. The LDTM included an existing drainage plan, proposed drainage plan, and deck plan and profile. Outlets were evaluated within the project limits as well as three (3) major cross road culverts were analyzed using HY-8 software. Preparation of the LDTM was in accordance with IDOT's 2011 Drainage Manual and the 2014 ACEC Drainage Seminar Manual. Local agency coordination was required.

Intersection Design Study for IL 53 at Normantown Road, Will County, IL

The intersection improvement project objective is to reduce crashes by adding northbound dual left turn lanes. Mr. Ocampo, Project Manager, completed the safety analysis of the IL 53 and Normantown Road intersection evaluating existing conditions and fully completing the Intersection Design Study for the proposed improvements that included widening to the east side of IL 53 to avoid major utility conflicts.

Phase II Project Management, Various Traffic Control & Signage Review for Various Projects, District One for Illinois Dept. of Transportation

Mr. Ocampo, Project Manager, is overseeing and coordinating two (2) sub-consultants for this traffic control review contract. He is working "in-house" once a week at the District One IDOT office. Responsibilities include completing multiple plan, special provision, and Transportation Management Plan review on a weekly basis. Mr. Ocampo is currently working directly with the IDOT Bureau of Traffic - Arterial Traffic Control supervisor. Completion of work is being done on a worker order basis; currently managing two (2) work order projects.

Weber Road Reconstruction for Illinois Dept. of Transportation, District 1*

Mr. Ocampo, Project Engineer, was responsible for the development of plans: MOT design, final proposed geometry, mainline and side street profiles, pavement marking/signage and removal plans, roadway schedules, and earthwork. The project involved complete redesign for a 1-mile section of Weber Road from just south of Normantown Road to 135th Street/Romeo Road. The project required close coordination with Will County, the Village of Romeoville, and the Design Consultant responsible for the adjacent I-55 at Weber Road Diverging Diamond Interchange reconstruction. Coordination with the US Army Corps of Engineers was required to secure a 404 permit for work conducted within the Lily Cache Slough.

Longmeadow Parkway Corridor for Kane County Division of Transportation*

The Longmeadow Parkway Fox River Bridge Corridor is a proposed four-lane Fox River Bridge crossing and four-lane minor arterial roadway corridor with a median, approximately 5.6 miles in length, to alleviate traffic congestion in northern Kane County. As Project Engineer, Mr. Ocampo was involved with a section of the project (west of Randall Road) that included analysis of the preliminary design studies. Phase II Engineering Design included various sub-stages, constructability coordination, temporary drainage, construction typical sections, temporary traffic signal design coordination, etc. Mr. Ocampo was responsible for the geometric design and new roadway alignment of two high-volume intersections: Randall Road at Longmeadow Road and Huntley Roads at Boyer Road. Additionally, he provided Maintenance of Traffic, temporary and proposed cross sections, and value engineering for the project.

Kirk Road + Fabyan Parkway Intersection Improvement for Kane County Division of Transportation*

As Project Engineer, Mr. Ocampo led the roadway geometry, maintenance of traffic, and pavement marking and signing designs for final plan preparations. This highly congested intersection scope included roadway reconstruction and widening along two, four lane roadways to provide dual left turn lanes, auxiliary right turn lanes, the addition of through lanes at the intersection, drainage and access enhancements, traffic signal, and upgraded roadway lighting.

87th Street + Woodward Avenue Study for DuPage County Division of Transportation*

Mr. Raciel Ocampo, as Roadway Engineer, was involved in this project which included Phase I engineering studies, environmental survey and limited public involvement to identify capacity and safety improvement for the major arterial intersection. Individual responsibilities included the preparation of intersection design studies, alternative analysis, access, crash and capacity analyses, and preparation of a project development report.

Lake Street Improvements, IL 43 (Harlem Ave.) to Euclid Ave. for Village of Oak Park*

Mr. Raciel Ocampo served as the Project Engineer for the Phase I and Phase II design of the Lake Street Improvements from IL 43 to Euclid Avenue. Mr. Ocampo had the unique opportunity to complete an Area of Potential Effects (APE) clearance request and complete the project development report. As part of Phase II design, Raciel led the design efforts for the proposed roadway grading improvements to the roadway, curb and gutter, and the pedestrian walkways. Coordination and design review was completed for the ongoing developer improvements during the design process.

Mr. Eddie Choi has significant traffic signal design experience. He has served as the Lead Traffic Signal Engineer responsible for Final PS+E for new signal installation, traffic signal modernization, traffic signal controllers, interconnect systems, fiber and cable design, phase designation, and emergency vehicle preemption sequencing. Eddie possesses detailed knowledge of IDOT and CDOT processes and procedures. Mr. Choi is proficient in AutoCAD, ArcGIS, ArcMap 10, Microstation, and Synchro.

Education

MS, Civil Engineering, University of Illinois at Urbana-Champaign, IL, 2011

BS, Civil Engineering, University of Illinois at Urbana-Champaign, IL, 2009

Licensing, Certifications + Memberships

PE - Illinois / 062-069424 (2017)

Professional Traffic Operations Engineer Certification - 4850 (2020)

IDOT ICORS Training (2016)

ODOT Traffic Academy | Traffic Signals Certification

Industry Experience

8 years

EDDIE CHOI, PE, PTOE

TRAFFIC SIGNAL ENGINEER

79th Street Stony Island to Commercial Corridor for Chicago Dept. of Transportation

As Traffic Signal Engineer, Mr. Choi is providing traffic signal design for the reconstruction and repavement for 79th Street, Stony Island Avenue to Commercial Avenue Corridor Improvements project. This corridor is one of twelve corridors included in the City's INVEST South/West initiative. The project will provide a safe, walkable, and attractive street that will create a unified, safe, and attractive commercial destination. SINGH's scope of work includes roadway improvements, pavement markings, traffic signal modernization and upgrades, ADA ramps, drainage improvements, and lighting design. Traffic signal replacement and modernization scope includes upgrading to LED traffic signals, pedestrian countdown timers, ADA ramps, and crosswalk upgrades to improve universal mobility.

Auburn Gresham: 79th Street for Chicago Dept. of Transportation

As Project Manager, Mr. Garvida is leading the SINGH team in providing traffic signal design engineering services for the Auburn Gresham, 79th Street Fielding Avenue to Paulina Avenue and Halsted, 78th Street to 80th Street. This project is part of the City's INVEST South/West Initiative; improvements will provide a safe, walkable, and attractive street. SINGH is providing traffic signal modifications for six (6) intersections. Traffic signal modification includes replacement of traffic signal heads to LED and upgrade pedestrian signal heads with countdown timers. Preliminary and final PS+E documents in accordance with CDOT guidelines and meet MUTCD and City of Chicago codes and standards.

2020 CIP Traffic Signal Modernization B-0-386 for Chicago Dept. of Transportation

As Project Engineer, Mr. Choi is providing traffic engineering services for the SINGH Team for the 2020 Capital Improvement Program (CIP) TSM. Work includes performing site visits for forty-eight (48) intersections to determine if the intersections continue to meet signal warrants. SINGH is completing traffic analysis, crash reports, traffic signal design, and ADA ramp geometry for various intersections in Chicago, Illinois. The package will consist of high-priority intersections based on the Phase I recommendation and CDOT discretion. Package 2 will include 15 intersections for the 2023 construction season. Documents will include for traffic control, ADA ramp improvements, and maintenance of traffic.

I-55 at IL 59 Diverging Diamond Interchange for Illinois Dept. of Transportation, District One

As Traffic Signal Engineer, Mr. Choi provided traffic signal engineering design at three (3) intersections for the reconstruction and expansion of the I-55 and IL 59 Diverging Diamond Interchange. The project includes intersections at IL 59 North Crossover, IL 59 South Crossover, and IL 59/Seil Road. Proposed signal plans include traffic signal PS+E, phasing diagrams and cable plans, traffic signal interconnect at the newly constructed diverging diamond interchange. Additionally, Maintenance of Traffic (MOT) plans is being prepared separately for an advanced bridge contract and interchange improvements. Staging plans that maintain all access during construction was prepared for IL 59, Seil Road, and all ramps. The proposed interchange at I-55 and IL 59 will provide a full-service interchange improving regional mobility, local connectivity, system linkage, and capacity.

East Avenue at 47th Street Intersection Improvements for Illinois Dept. of Transportation, District One

As Traffic Signal Engineer, Mr. Choi provided traffic signal engineering design services at the intersection of East Avenue at 48th Street. Responsible for designing and coordinating railroad preemption and interconnect for the IHB railroad. The project limits include two (2) Indiana

Harbor Belt Railroad crossings as well as the addition of pedestrian facilities at the intersection including new sidewalk and ADA curb ramp. Scope of work includes intersection lighting system replacement, new traffic signal installation, upgrades to railroad crossing, and detailed utility coordination. Drainage improvements to address major issues within the right-of-way include upsizing and extending existing storm sewer as well as downstream improvements to nearby McCook Ditch.

Lake Street Reconstruction - Ashland to Halsted for Chicago Dept. of Transportation

As Traffic Signals Engineer, Mr. Eddie Choi is providing traffic signal design engineering services for traffic signal improvements on Lake Street between Ashland Avenue and Halsted Street in Chicago, Illinois. The purpose of this project is to improve the safety and capacity along the roadway by reconstructing the deteriorated pavement, improving vertical clearances with the CTA Green Line structure, and complying with ADA standards. Scope of work includes providing temporary traffic signal plans, traffic signal timing schedules, traffic signal installation plans, maintenance of traffic plans, and interconnect installation plans for various intersections. A temporary interconnect installation plan and permanent interconnect installation plan will be prepared to maintain the Ashland Avenue interconnect during construction and re-establish the existing interconnect through the Lake Street and Ashland Avenue intersection. SINGH is also providing traffic signals final plans, specifications, and cost estimates. Construction administration tasks include submitting RFI's and shop drawings.

US 6 Various Traffic Signal Design for Illinois Dept. of Transportation, District One

As Traffic Signal Engineer, Mr. Eddie Choi was responsible for traffic signal engineering design services at four (4) intersections and ADA Ramp design at two (2) intersections along US 6 (159th Street). The project included temporary and permanent traffic signal PS+E, phasing diagrams and cable plans, temporary and permanent traffic signal interconnect, mast arm mounted street name signage design, and utility coordination.

Various Traffic Signal Design Projects (Phase II) for Illinois Dept. of Transportation, Dist. One

Mr. Eddie Choi is providing traffic signal design for various projects throughout IDOT District One. The projects assigned to SINGH through the Various Traffic Signal Design contract include: traffic signal modernization, temporary traffic signal design, utility coordination, field verification, LED signal head retrofit/replacement, and ADA ramp design. Mr. Choi has provided proposed new traffic signal cable plans for LED installation, designed CAD diagrams of cable plans using Microstation, and estimated cost and quantities for proposed plans. Mr. Choi's recent assignments include:

- **South Cook County Contract #6 | 60Y41**

Engineering design services for various LED traffic signal improvements for 56 intersections at various locations in South Cook County. Scope of work included: site visits and data collection, Final Design, QAQC review and documentation, coordination, and construction administration.

- **South Cook County Contract #7 | 60Y42**

Engineering design services for various LED traffic signal improvements for 73 intersections at various locations in South Cook County. Scope of work included: site visits and data collection, Final Design, QAQC review and documentation, coordination, and construction administration.

Lincoln Yards North Infrastructure for Sterling Bay

Mr. Eddie Choi, Traffic Signal Engineer, provided traffic signal design for six (6) new intersections and traffic signal modernization for five (5) existing intersections for the Lincoln Yards North Infrastructure Project in the City of Chicago. Eddie provided: capacity analysis for proposed AM + PM peak hours using Synchro, traffic signal concept design and Final PS+E, temporary traffic signal PS+E for each construction stage, temporary + final traffic signal interconnect PS+E. PS+E were developed in accordance with Chicago Dept. of Transportation guidelines/standards.

Canal Street Viaduct Rehabilitation, Adams to Jackson for Chicago Dept. of Transportation

Mr. Eddie Choi, Project Manager, provided optimized temporary traffic signal timings at nine (9) intersections along the detour route for the Canal Street Viaduct Rehabilitation project. He assisted in the preparation of a Technical Memorandum and preparation of temporary traffic signal timing plans for the intersections of Canal/Van Buren, Clinton/Van Buren, Jefferson/Van Buren, Jefferson/Jackson, Jefferson/Adams, Jefferson/Monroe, Clinton/Monroe, Canal/Monroe, and Canal/Jackson.

GERALD KOYLASS, SE, PE

Structural Engineer



Gerry Koylass has over 39 years of experience in all aspects of structural engineering design and inspection. Experience includes both the design of new structures as well as the inspection and rehabilitation of existing structures. Gerry has also served as project manager and senior project engineer for numerous bridge and roadway projects for state agencies, various county highway departments and municipalities.

EDUCATION

- ▶ DIC, Structural Steel Design
- ▶ MSc Structural Steel Design
- ▶ BSc Civil Engineering

REGISTRATIONS

- ▶ Professional Engineer (CNMI, IA, IL, MO, TN, TX, Guam)
- ▶ Structural Engineer (AZ, CNMI, FL, IL, TX, VA, Guam)

4 YEARS WITH BURNS & MCDONNELL

39 YEARS OF EXPERIENCE

Route U.S. 20- Randall Road, Phase II Engineering Services, Kane and Cook Counties | IDOT Region 1/District 1

November 2012 to Present

Lead Structural engineer for the Phase II services for the reconstruction of FAU 345 (Route U.S. 20) bridge over St. Charles St. including several retaining and ground mounted noise walls. The existing bridge superstructure will be replaced and widened. In addition to widening the existing substructure the current stub abutments will be converted to semi-integral abutments as to eliminate any expansion joints in the new deck.

IL Route 2 - Phase 1 Byron, Illinois | IDOT Region Two/District Two

October 2020 - Present

Lead Structural engineer for the Phase I services for a 10.6 mile corridor of IL 2 from IL 72 in Byron to Beltline Road in Rockford running along the Rock River. IL 2 is a two-lane cross section and improvements include the addition of 8' shoulders, improved channelization at most intersections, and realignment to eliminate existing deficient geometry along the corridor. Phase I also includes 3 existing bridges over creek crossings, 2 railroad bridges over IL 2, and 15 retaining walls.

I-280 over the Mississippi River, Phase II Engineering Services, Rock Island County | IDOT Transportation Region Two/District Two

January 2018 to November 2020

Project Manager/Lead Structural Engineer for the Phase II engineering services for the development of final contract plans, specifications and cost estimates for the rehabilitation of a 4,195-foot-long structure. The structure consists of 28 spans with a 570-foot tied arch and carries the I-280 over the Mississippi River. The scope of work is a bridge rehabilitation with a total deck replacement, structural steel repairs to the tied arch including cracks found at fracture critical locations.

I-180 Illinois River Structure and I-180 Pavement near Hennepin, Phase II Engineering Services | IDOT

February 2019 to Present

Project Manager/Lead Structural Engineer for the Phase II engineering services for the development of final contract plans, specifications and cost estimates for the structure that carries I-180 over the Illinois River near Hennepin. The scope of work is a bridge rehabilitation with a total deck replacement, structural steel retrofit, approach bridge work and other repairs as needed.

GERALD KOYLASS, SE, PE

(continued)

Melas Meadows Pedestrian Bridge | Village of Mount Prospect, Illinois

April 2020 - Present

Lead Structural Engineer. Feasibility study for the design for a new 200-foot span signature pedestrian/bike overpass bridge spanning over Northwest Highway and Union Pacific Railroad tracks for the Village of Prospect. The overpass is required for the safe and pleasant access for pedestrians, bicycles, joggers, wheelchairs, and other non-motorized travelers across Northwest Highway and the UPRR right of way, provide neighborhood connectivity and provide safe and convenient access for the disabled community.

ZGS BRIDGE REPAIRS FACILITY 539 | Argonne National Laboratory, Lemont, Illinois

July 2019 to Present

Lead Structural Engineer for the inspection and rehabilitation of the 5 span, 250 foot long ZGS bridge. The existing structure is on an 8.3% grade with two of the piers constructed within old nuclear testing facilities. The existing deck is to be replaced and repairs to be completed to the badly deteriorated piers. The piers will be fiber wrapped after concrete repairs to minimize future deterioration. Also included is the replacement of bearings and repairs and painting of the existing beams. Based on Burns and McDonnell inspections, emergency repairs were recommended to be done before final construction.

LaGuardia Airport Reconstruction, New York

May 2018 to August 2018

Structural engineer for a ten-span, Y-shaped system of bridges connecting in-service elevated traffic structures with the partially-constructed new terminal. The 640-foot structure was founded on deep-pile foundations and framed with wide-flange steel beams with a combination of reinforced concrete and wide-flange steel columns and bent caps. The complex construction phasing allowed for three different traffic patterns on the bridges and eight sequential configurations of the roadways below the bridges during a 30-month in-service life.

I-294 Roadway Reconstruction and Bridge Rehabilitation, O'Hare Oasis to Balmoral Avenue | Illinois Tollway

July 2018- December 2018

Structural engineer for the Phase II engineering services for the preparation of contract plans and specifications for the design of two walls for the reconstruction of the Tri State Tollway between 95th Street (M.P. 17.8) and Balmoral Avenue (M.P. 40.0).

I-94 Pavement and Structural Preservation and Rehabilitation, Half Day Road to Lake Cook Road | Illinois Tollway

Lake County, Illinois | 2017

Project manager/chief structural engineer for the Phase II engineering services for the preparation of contract plans and specifications for the proposed roadway and bridge preservation and rehabilitation on the Tri-State Tollway (I-94) between M.P 21.85 (Half Day Road) to M.P. 25.2 (Lake Cook Road) in Lake County, Illinois. Work consisted of rehabilitation of existing mainline and ramp pavements, rehabilitation of existing bridges and update roadway lighting.

US 67 over Rock River | Illinois Department of Transportation, District 1*

Elgin, Illinois | 2017

Project manager/chief structural engineer for the inspection and preparation of rehabilitation plans for three tied arch bridges and a 395-foot four span composite steel deck girder bridge carrying the US 67 over the Rock River. Work involved the inspection of the superstructure and substructure and preparation of repair plans and specifications.

ROBERT GOVEIA, PE, ENV SP

Quality Engineer



Rob Goveia has a broad range of civil engineering experience in the planning, design and construction of transportation engineering projects including interstate highway improvements, state highway improvements, municipal street improvements, design build projects, public private partnerships and site improvements.

EDUCATION

- ▶ BS, Civil Engineering

REGISTRATIONS

- ▶ Professional Engineer
(AR, FL, IL, KY, MI, OH, TX)

12 YEARS WITH BURNS & MCDONNELL

24 YEARS OF EXPERIENCE

Houbolt Road Extension Design-Build | HRE JV

Joliet, Illinois | Jan 2018 - Present

Quality Assurance manager for the Houbolt Road Extension project which is a Design Build Project with Kenny Kraemer A Joint Venture (KK-AJV) and the Houbolt Road Extensions Joint Venture (HRE-JV). This project includes a roadway and river bridge along a new alignment which provides access for vehicles south of the river to access I-80 north of the river. The 1.5 mile project has an estimated cost of \$100 million. Primarily responsibilities of the roadway lead is to manage all roadway elements of the projects and to ensure the roadway portion of the project is properly coordinated with the river bridge. The elements included in the roadway design are roadway geometrics, lighting, drainage, traffic data analysis, traffic signal, earthwork balancing, and quantities. In addition, the project requires extensive coordination with the various agencies including IDOT, City of Joliet, Army Corps of Engineers, U.S. Coast Guard, BNSF, and various utility companies.

I-490 Elgin O'Hare Western Access | Illinois Tollway

Elk Grove Village, Illinois | 2017-Present

Project engineer for the new construction along the Elgin-O'Hare Western Access (EOWA) I-490 from Pratt Boulevard to Touhy Avenue with an estimated construction cost of \$70 million. Responsibilities include the planning, organization and supervision of the project team and coordination with the client to prepare contract documents for bid, including plans, special provisions and cost estimates. Responsibilities also include the supervision of staff engineers and sub-consultants. The project consists of roadway design, airport Approach Lighting w/ Sequenced Flashing lights (ALSF), retaining walls, drainage and detention basin design, earthwork, utility coordination, signing, pavement markings, erosion control, landscaping, traffic signals, ITS and roadway lighting.

I-90 Jane Addams Memorial Tollway | Illinois Tollway

Cook County, Illinois | 2012-2017

Project manager for the reconstruction of 5 miles along the Jane Addams Memorial Tollway (I-90) from IL 53 to Oakton Street with an estimated construction cost of \$402 million. Responsibilities included the planning, organization and coordination with the client to prepare drainage, erosion control, retaining walls and bridge contract documents for bid, including plans, special provisions and cost estimates. Responsibilities also included permitting, supervision of the staff engineers and coordination with the Tollway, Local Agencies, private utility companies and the Illinois Department of Transportation. The project included roadway reconstruction, drainage, traffic control, roadside safety improvements, erosion control measures, retaining wall design, lighting, bridge design maintenance of traffic, signing, pavement marking and ITS.

ROBERT GOVEIA, PE, ENV SP

(continued)

I-190 Roadway Rehabilitation | Chicago Department of Aviation

Chicago, Illinois | 2012-2014

Project engineer for the rehabilitation of I-190 between Bessie Coleman Drive and the O'Hare International Airport terminals with construction costs totaling \$6.5 million. Responsibilities included the planning, organization and coordination with the client to prepare contract documents for bid, including plans, special provisions and cost estimates. Responsibilities also included supervision of staff engineers and coordination with the City of Chicago, Illinois Department of Transportation (IDOT), Chicago Transit Authority (CTA), Federal Aviation Administration (FAA) and private utility companies. The project included milling and overlay, patching, drainage rehabilitation, pavement markings, traffic control, roadside safety improvements and erosion control for approximately 3 miles of roadway. The project also included the reconstruction of 3 spans of the roadway structure outside Terminal 3.

US-75 Highway Reconstruction | Texas Department of Transportation

Mellissa, Texas | 2010-2016

Project engineer for the reconstruction of US-75 from a 4-lane highway to an 8-lane highway with 3 lane frontage roads, with an estimated construction cost totaling \$72 million. Responsibilities included the horizontal and vertical geometric design for the Mainline, Frontage Roads and four Interchanges. Responsibilities also included supervision of staff engineers and coordination with the client, local municipalities and public/private utility companies. The project consisted of roadway design, bridge design, retaining walls, drainage improvements, traffic control, earthwork, signing, pavement markings, erosion control and roadway lighting. The project required planning, organization, supervision of the project team and coordination with the client to prepare contract documents for bid, including plans, special provisions and cost estimates.

Longmeadow Parkway | Kane County Department of Transportation

Carpentersville and Barrington Hills, Illinois | 2013-Present

Project manager for the construction of Longmeadow Parkway and the reconstruction of IL 62 in Carpentersville and Barrington Hills, Illinois. Responsibilities include planning, organization and supervision of the project team to prepare contract documents for bid, including plans, special provisions and cost estimates. Other responsibilities include coordination with the local villages and park districts, oversight and coordination with subconsultants, coordination with public/private utility companies and coordination with permitting agencies. The project consists of PCC Pavement, retaining wall design, storm sewer design, landscaping, erosion control, traffic signal design signing, pavement marking and retaining wall aesthetic improvements.

Steger Road | Village of Frankfort

Frankfort, Illinois | 2014-2017

Project manager on the widening and resurfacing of Steger Road in Frankfort, Illinois. Responsibilities included planning, organization and supervision of the project team to prepare contract documents for bid, including plans, special provisions and cost estimates. Other responsibilities included coordination with the Will County Forest Preserve, oversight and coordination with subconsultants, coordination with public/private utility companies and coordination with permitting agencies. The project consisted of roadway milling, resurfacing and widening, bridge type study, culvert design bridge widening, multiuse path design and drainage improvements and channel improvements.

Griselda Monsivais, PE, CFM, Leed GA

Lead Drainage Engineer



Education Bachelor of Science, Civil Engineering, Illinois Institute of Technology, Chicago, IL

Registrations IL Professional Engineer PE 062-064022
WI Professional Engineer PE 41776-6
Certified Floodplain Manager IL-11-00576
LEED Green Associate 10653238 IL
Member, Illinois Association of State Floodplain Engineers
Member, DBE Focus Board, Innovations in Constructon, Asphalt and Transportation

Ms. Monsivais is a civil engineer with 20 years of infrastructure planning and design experience and specialized transportation, water resources and hydraulics experience. She has extensive experience in the planning and execution of preliminary engineering and plan preparation of complex roadway projects for state, toll, and municipal clients. Her major projects include interchange and roadway reconstruction, preparation and approval of watershed studies, hydraulic reports, location drainage studies, pump station design and design of waterway features in regulatory floodways.

Her expertise includes providing project guidance through regulatory agency permitting processes with a focus on floodplain and stormwater ordinances. With her strong background in transportation and solid knowledge base of stormwater management policies and procedures, she has the ability to oversee challenging projects that require extensive coordination and interaction with local communities.

Ms. Monsivais is proficient in the use of HEC-RAS, HEC-1, HEC-2, HY-8, TR-20, TR-55, WSP-2, WSPRO, HEC-HMS, Hydraflow, Flowmaster, Microstation, and Geopak.

Relevant Experience

Cook County Department of Highways

- Phase I Project Engineer, Various Projects
Ensured project delivery of a variety of transportation improvements from management of scope, schedule and budget and execution of quality control reviews. Implemented standardized approaches throughout the life of the project to optimize communication of the design team.
- Quentin Road, Cook County, IL
Design Engineer for the preparation of an Environmental Class of Action Document (ECAD) and Project Development Report to increase capacity on Quentin Road. The project included widening Quentin Road, currently a rural two-lane roadway, to an urban four lane roadway with a left-turn lane at several locations. As part of this project, the following improvements were included: bridge replacement, new drainage system, and grade-separated crossings for the existing equestrian and bicycle trails. Project Value: \$6.9 million.
- Old Plum Grove Road, Algonquin Road to Meacham, Cook County, IL
Design Engineer for Phase II reconstruction project of an existing two-lane rural roadway. Preparation of drainage plans including storm sewer design, inlet spacing culvert sizing and roadway ditch design. Roadway plan preparation included cross section analysis, vertical profile design and erosion control plans. Project Value: \$5.5 million.

Will County Department of Highways

- Arsenal Road at Manhattan Road
Project Engineer for Phase 1 Engineering services for Arsenal/Manhattan Road from Baseline Road to Brandon Road. The project involved preparing a Phase 1 project report, environmental resource reviews, drainage design, cross section analysis, ROW determination, and improvements at the Brandon Road intersection. Project Value: \$3 million.
- I-55 at Arsenal Road Interchange
Civil/Drainage Engineer for preliminary engineering studies for interchange reconstruction and relocation. Included preparation of and Environmental Assessment, Combined Design Report, Location Drainage Study, Access Justification Report, Interchange Design Study, Wetland Impact Evaluation,

*Experience prior to Wight

Griselda Monsivais, PE, CFM, Leed GA

Lead Drainage Engineer

geometric alternative studies, and right-of-way studies. Drainage Engineer responsible for obtaining approval of the Location Drainage Study and approval of Section 401 Water Quality Permit. Project Value: \$30 million.

McHenry County Department of Transportation

- Alden Road over Unnamed Tributary to the Nippersink Creek
Hydraulic Engineer responsible for preparation of abbreviated hydraulic report and calculations required to secure required IDNR-OWR and McHenry County stormwater permit and processing of Conditional Letter of Map Revision (CLOMR) for a previously unstudied floodway. Project Value: \$2 million.
- County Line Road Bridge Reconstruction
Hydraulic Engineer responsible for sizing of waterway opening for proposed bridge replacement project. Completed independent analysis of hydrology and hydraulics associated with development of waterway information table and completion of abbreviated hydraulic report and scour design. Project Value: \$8 million.

Illinois Department of Transportation (IDOT)

- Program Management for Various Phase I Projects, Schaumburg, IL*
Project Manager for Phase I engineering services that are similar to an IDOT Project Manager/Squad Leader & Staff for which Globetrotters reports to the Consultant Studies Unit Head. Responsible for managing infrastructure improvements with a budget of over \$500 Million of planned improvements. Work includes planning Phase I studies that include data collection, geometric studies, crash analyses, capacity analyses including intersection design studies, location drainage studies and surveys.
- Drainage Review Engineer I-90/94 at I-290 (Circle Interchange), Chicago, IL*
Responsible for review of drainage design calculations for preparation of the Location Drainage Study for the reconstruction of the Circle Interchange study. Reviewed all calculations associated with the preparation of the XP-SWMM model used to evaluate the storm sewer design. Presenting findings to Hydraulics Section staff, performed field verification of sub-basins, and coordinated with City of Chicago Department of Water Management personnel.
- Drainage and Hydraulics Engineer, District 1, IL*
Responsible for the preparation and approval of several Hydraulic Reports and Location Drainage Studies that included development of Best Management Practices for erosion control and scour protection. Responsible for preparation of IDNR Floodway Permits.
 - US 12/45 over Addison Creek, Stone Park, Cook County, IL. Responsible for completion of Hydraulic Report and Abbreviated Drainage Technical Memorandum and all modeling to complete water information tables for project that included replacing existing culvert with three-sided precast arch structure utilizing 3R criteria. Project Value: \$1.7 million (2012)
 - IL 53 over Glen Crest Creek, DuPage County, IL. Responsible for completion of Hydraulic Report and Abbreviated Drainage Technical Memorandum and all modeling to complete waterway information tables for Phase I Project Report for removal and replacement of existing box culvert. Project Value: \$2 million (2012)
 - IL 60 over Diamond Lake Drain, Lake County, IL. Performed and reviewed drainage calculations for roadway and bridge improvements within multi-discipline teams, including detention calculations, pond design, storm sewer analysis and incorporation of Best Management Practices.

*Experience prior to Wight

ROBIN MARTEL, LEED AP BD+C

Lead Environmental Planner



Robin is currently the director of environmental planning at Wight. She has 24 years of experience performing environmental analyses and transportation planning. In addition, Robin has project management experience in specific areas that include National Environmental Policy Act (NEPA) documentation for public improvement and redevelopment projects, public involvement, transportation planning, environmental site assessments, and grant preparation and administration for federal and state funding.

Relevant Experience

- Red Line Extension Final EIS and Preliminary Engineering**
 NEPA Lead/Project Manager: As a subconsultant to TY LIN, Wight & Company is part of the NEPA team tasked with completing a Supplemental Environmental Assessment and a Final EIS for the CTA Red Line Extension Project. The Final EIS and ROD is anticipated in late 2021. Wight is responsible for preparing sections of the Supplemental EA and Final EIS Documents as well as conducting environmental impacts to Parklands and Community facilities, Section 4(f), Safety and Security, Cumulative Impacts, and Visual and Aesthetic Impacts. Wight will also conduct oversight for the hazardous materials documentation.
- Lakefront Corridor Study**
 Project Manager: Robin is the current Project Manager for this study of express bus routes along Chicago’s lakefront. The study encompasses an area approximately 25-miles long and one-mile inland from Lake Michigan. The study is examining existing conditions and evaluations of options to improve the customer experience, including travel time and service reliability. The results of the study will identify near-, medium-, and long-term improvement options. Through additional analysis and public involvement, select options will be further developed at a conceptual engineering level. Project highlights include assessing the existing conditions of the study corridor as they relate to bus operations and documenting this information in an Existing Conditions Report; utilizing GIS to review ridership and speed data to geographically determine locations to develop improvements; preparing concepts of improvements. Wight worked with the CTA to develop evaluation criteria to assess concept improvements to determine which options should be advanced to a conceptual engineering level of design; developing conceptual engineering designs of the prioritized improvements; and coordinating with stakeholders throughout the evaluation process and concept alternatives development.
- I Project – Grundy County, IL**
 Environmental Lead: Wight performed the Phase I Engineering services improvements to Ridge Road in Minooka, Illinois for Grundy County. The project included widening over 0.5 miles of Ridge Road from two lanes to five lanes with a pedestrian facility. The project also included reconstruction of the at-grade CSX rail crossing and the in-service, staged replacement of the EJ&E railroad bridge to accommodate the proposed widened roadway section.
- Lake County Division of Transportation, Fairfield Road Throughway Improvements Study – Round Lake, IL**
 Project Manager: The Fairfield Road and the Metra/IL 134 Intersection Improvements Study (Section 08-104-08-BR) included Phase I engineering services for the improvement of the intersection of Fairfield Road and the Metra/IL 134 located in the Villages of Round Lake and Round Lake Beach. Work included the preparation of a Project Development Report that provided

Education	Bachelor of Science, Geology, Ohio State University
Registrations	LEED Accredited Professional Building Design+Construction ACEC Bicycle and Pedestrian Facility Design ASCE Context Sensitive Solutions AREMA Environmental Permitting Issues FHWA INDOT NEPA Refresher Course (Current as of 1/23/2022) IDOT CSS Approach Class IDOT Phase I Process Overview NHI NEPA and the Transportation Decision Making Process NHI NEPA and the Indiana Transportation Decision Making Process NHI Fundamentals of Environmental Justice NTI Managing the Environmental Process Public Involvement in the Transportation Decision Making Process NTI Introduction to Environmental Justice USDOT/FHWA/NHI Highway Traffic Noise Environmental Justice Training

ROBIN MARTEL, LEED AP BD+C

Lead Environmental Planner

a recommended design of study alternatives.

- **McHenry County Division of Transportation, Randall Road Improvements Study – McHenry, I**
Transportation Planning/Environmental Lead. While working with a previous firm, Robin provided Phase I services for the widening/upgrading of 3.5-miles of Randall Road from County Line Road to Ackman Road. The study identified a comprehensive solution addressing the communities' needs and project goals, complying with Federal Aid guidelines, utilizing a CSS approach, and integrating NEPA guidelines. The tasks included traffic, environmental, drainage, funding, alternative analyses, preliminary design, public involvement, and a Project Development Report.
- **Illinois Tollway Elgin O'Hare Western Access Environmental Services**
Environmental Lead: Robin was responsible for reviewing the Preliminary Environmental Site Assessments (PESA) and Preliminary Site Investigations (PSIs) for technical accuracy and compliance with regulations. Wight and GSG was selected to support the Elgin O'Hare Western Access (EOWA) task order project on environmental investigations. GSG collected soil samples from the project area and conducted special waste assessments including the preparation of PESAs and PSIs. Soil Management Plans and Special Provisions were prepared for numerous contracts under the EOWA project. The soil boring data was stored in a geographic information system (GIS) for future reference.
- **CTA General Engineering Contract – Task Orders**
Project Manager/Quality Manager: Through a Joint Venture, Wight is part of the design team for the 77th Street Bus Washer and High-Speed Door and the Harlem Rail Shop – Rail Car Washer Replacement and Rail Yard Design projects. These two task orders under the General Engineering Contract (GEC) involves preparing design drawings and specifications for the new bus washer system at the 77th Street Bus Maintenance Garage. The other task order involves the design of the new rail washer system and yard upgrades. Wight prepared design documents and performed Construction Administration for the 77th Street Bus Washer and High-Speed Door project. Wight was the AO for the 77th Street Bus Washer. As the Project Manager for Wight, Robin was responsible for obtaining the Building Permit for the project with Chicago's Building Department and managing the architecture and civil departments for the design. Robin serves as Quality Manager and oversees the civil design for the yard, roadway, and parking facilities for the Harlem Rail Shop project.
- **Metra Van Buren Platform and Track Improvements**
Environmental Lead/Project Manager: Wight is a subconsultant to Lochner for the preparation of environmental documentation for improvements to the Metra Electric District to support Northern Indiana Commuter Transportation District (NICTD) West Lake Corridor. The proposed improvements include relocation of existing tracks and the addition of high-level platforms at Millennium and Van Buren Street stations. Wight is currently analyzing the existing environmental resources within the project area and working with the FTA to determine the class of action.

David Palia

CSS LEAD

- e dp@bluedaring.com
- o 312.243.8700
- c 630.373.3369

Special Expertise

- Team and Consensus Building
- Facilitation
- Community Outreach

Affiliations

Illinois Highway Engineers Association

Illinois State Alumni Association

Delta Chi National Fraternity

Experience

Lead CCS

Blue Daring • 2013–present

Serves as the project lead and resident expert coordinating between local agencies, engineering firms and our creative team to manage public outreach efforts, facilitate community meetings and deliver unique and direct communications around projects affecting the general public.

Notable Projects US 20 from Shales Parkway to W/O Randall Road, IL 43 Harlem Ave between 63rd and 65th Streets.

Regional Marketing Manager

Planning Communities, LLC • 2007–2011

Responsible for marketing and business development as well as developing strategic plans and marketing initiatives. Advisor for all Context Sensitive Solutions (CSS) and public involvement efforts.

Notable Projects I-57 @ I-294, US 34 Sandwich to Plano, I-55 @ Weber Road, US 30 @ Canadian National RR, Corridor K/US 64 in Tennessee, IL 83 and 173 in Lake County, US 20 @ IL 59 and I-90 @ Barrington Road.

Statewide CSS Lead and Training Coordinator

Illinois Department of Transportation • 2003–2007

Developed and implemented the Departments new Context Sensitive Solution Program. With the assistance from IDOT Staff, ACEC, ISPE and academia, a three-day training was developed for IDOT employees and consultants and a separate one-day training for Local Agencies in 2005. In the first year over 350 attended the training.

OTHER RELEVANT EXPERIENCE

Illinois Department of Transportation • 1974-2007

Design Services Coordinator

Responsible for all Bureau of Design administrative tasks.

Legislative Assistance

Analyzed Federal legislation affecting Illinois transportation.

Planner III

Participated in the planning and programming of transportation projects.

Education

Public Administration, Graduate work

Northern Illinois University • 1979-1980

Associate Arts Degree in State and Local Government

William Rainy Harper College • 1978-1979

Public Administration, Graduate work

Sangamon State University • 1973

Bachelor of Science

Illinois State University
1972-1973

Major in History, Minor in
Political Science

Associate Arts Degree

Illinois Valley Community
College 1970-1971





METIN W. SEYHUN, PE
Senior Geotechnical Engineer



EDUCATION

MSc, Civil Engineering / McGill University, 1993

BSc., Civil Engineering / Ottawa University, 1986

REGISTRATIONS/CERTIFICATIONS

Professional Engineer:
Illinois 1998 (062-052588)
Wisconsin 2007 (38845)
Indiana 2009 (PE10910321)
Massachusetts 2005 (222018)
Colorado 1998 (32533)

PROFESSIONAL AFFILIATIONS

Member:
American Society of Civil Engineers (ASCE)
Secretary/Treasurer of ASCE IL Geotechnical
Boston Society of Civil Engineers (BSCE)

EMPLOYMENT HISTORY

2013 to Present
Wang Engineering, Inc., Lombard, IL
2009 to 2013
Bloom Companies, LLC, Chicago, IL
2006 to 2009
Pioneer Engineering, Chicago, IL
2005 – 2006
PARE Corp., Foxboro, MA
1997 – 2005
Harza/MWH, Chicago, IL
1993– 1997
LHPC, Lesotho, SA

EXPERIENCE PROFILE

Mr. Seyhun has over 20 years of experience as a Senior Geotechnical Engineer and Project Manager in a broad range of geotechnical engineering projects for infrastructure, commercial and industrial as well as in hydropower/water resources engineering projects for large dams and tunnels, both domestically and internationally. His experience includes the management of geotechnical investigation and testing programs; design, analyses and layout of structures; establishing design alternatives with cost estimates; preparation of plans and specifications for bidding and construction; as well as mentoring and training junior engineers for bridge, roadway, retaining wall and culvert projects.

EXPERIENCE HIGHLIGHTS

Cook County Department of Transportation and Highways – Happ Road Bridge over the Skokie River (FAU 2799) (Oct 2014 – Sept 2015)- Mr. Seyhun served as the Project Manager for the coordination and performance of geotechnical investigation, laboratory testing, surveying, and evaluation of foundation alternatives for the proposed bridge replacement, and the production of a structure geotechnical report. Consideration was given in supporting the 62-foot long single span bridge abutments on deep foundations consisting of driven (low displacement) Steel H-Piles and Metal Shell Piles. The estimated pile lengths were determined using the Modified IDOT static method based on IDOT design guidelines and spreadsheets. Recommendations with respect to construction were also provided.

Cook County Department of Transportation and Highways – 108th Avenue Culvert over Marley Creek (Oct 2014 – Mar 2015) - Mr. Seyhun served as the Project Manager for the coordination and performance of geotechnical investigation, laboratory testing, surveying, and evaluation of culvert foundations and wingwalls in accordance with AGMU, and IDOT Bridge and Culvert manuals. The new structure will be a 66-foot long three cell cast-in-place or precast concrete culvert with vertical wingwalls. A Structure Geotechnical Report (SGR) including any foundation treatment was provided, as well as construction considerations.

Elgin O'Hare Western Access (EOWA), Illinois Department of Transportation, Cook and DuPage Counties, Illinois (Jan 2013 – Present) – Mr. Seyhun served as the Project Manager for phase 1A geotechnical records compilation and review of existing boring information and phase 1B preliminary geotechnical field exploration along preferred improvement corridor. The EOWA project consists of the construction of a series of transportation infrastructures along a 30-mile roadway corridor to create a western transportation link to O'Hare airport to stimulate significant economic growth in the region. The improvements will consist of constructing new expressway corridors; widening of existing expressway corridors; construction of new tunnels; reconstruction of existing Bus Rapid Transit (BRT) and roadway bridges; widening of existing roadway bridges; construction of new BRT, roadway and railroad bridges; and associated retaining wall and other structures. For the phase 1A, in excess of 500 boring logs were located within the proposed corridor alignment through the review of thousands of geotechnical documentation available by the various agencies such as IDOT, ISHTA, MWRDGC and O'Hare Airport. Based on the Phase 1A results, up to 125 new borings were recommended for phase 1B field exploration. The boring locations were selected based on the availability and quality of existing boring information, structure location based on the latest interchange type study layout, site accessibility and traffic control, and strategic location for obtaining the best area representation. Upon completion of the phase 1B borings, a Geotechnical Data Report summarizing the collected field and lab data along with recommended soil parameters for different soil units was produced.

Jane Byrn Interchange Reconstruction, Chicago, Illinois (Jan 2013 – Present) - Mr. Seyhun is serving as Project Engineer responsible for coordination with Wang's Project Manager and Client for the execution of geotechnical investigations and laboratory testing programs and the writing and preparation of geotechnical reports and analyses. The project is along Interstate 90/94 from south of Roosevelt Road to north of Lake Street, along Interstate 290 from Loomis Street to the Circle Interchange; and along Congress Parkway from the Circle Interchange to Canal Street/Old Post Office. The project includes the replacement of several major bridges and more than 40 new



METIN W. SEYHUN, PE
Senior Geotechnical Engineer

<p>TRAINING & CERTIFICATIONS</p> <p>LFRD for Highway Bridge Substructures and Earth Retaining Structures (FHWA)</p> <p>IDOT S-33 “Soils Field Testing and Inspection”</p> <p>Construction Safety and Health (OSHA), and numerous ASCE courses</p> <p>Certified for Confined Space Entry Program (8-hr.29 CFR 1910.146, OSHA)</p> <p>O’Hare Airport Badge for Access into premises until April 2012 (Signatory)</p> <p>FLAC (finite element); SLOPE/W; XSTABL; SEEP/W; COMP 624, GINT; CWALSH; CBEAR, SRWall, RSS; Unisettle 4.0; Unipile 4.0; FOSSA; SLIDE</p> <p>PRESENTATIONS</p> <p>“Geotechnical Foundation Design,” presented to fifteen Chicago architectural Firms (Approved by American Institute of Architects).</p> <p>CONTINUING EDUCATION</p> <p>ACEC Bridge Seminar 2018</p> <p>ASCE – An Overview of Geosynthetics 2019</p> <p>ASCE – Approaches to Grouting in Karst 2019</p> <p>ASCE – Delegation and Productivity 2018</p> <p>ASCE Geosynthetics for Waterproofing 2019</p> <p>ASCE – HOT Lanes 2018</p> <p>ASCE – Introduction to Geotechnical Grouting 2019</p> <p>ASCE – Design of Erosion Control Measures 2018</p> <p>ASCE – MSE and Gravity Wall Design 2019</p>	<p>retaining walls.</p> <p>Cumberland Avenue Bridge Replacement and Retaining Wall, Illinois Department of Transportation, Cook County, Illinois (June 2016 – Dec 2016)– Mr. Seyhun served as the Project Manager for the coordination and performance of geotechnical investigation, laboratory testing, surveying, and evaluation of foundation alternatives for the proposed 285-ft bridge and 150-ft new retaining wall, and the production of Structure Geotechnical Reports (SGR’s). Consideration was given in supporting the bridge piers and the abutments on deep foundations consisting of driven (low displacement) Steel H-Piles. The estimated pile lengths were determined using the Modified IDOT static method based on design guide AGMU Memo 10.2 and IDOT spreadsheets. For drilled shafts, the allowable end bearing at corresponding tip elevations, allowable skin friction, and the feasibility of using bells for the center pier were estimated in accordance with IDOT Memorandum AGMU 05.2. Consideration was given to a conventional T-wall, MSE wall or a soldier pile system for the retaining wall.</p> <p>During the past four years, Mr. Seyhun prepared, reviewed and approved numerous geotechnical reports for several IDOT, City of Chicago, and other agencies projects.</p> <p><u>Structure Geotechnical Reports</u></p> <ul style="list-style-type: none"> • Division Street Bridge over NB Canal; • Devon Avenue Bridge over I-290; • CN Railway Bridge over Ridge Road, Minooka; • Weber Road Culverts at Mink Creek; • IL 68 over MFNB Chicago River; • US 30 from East of Dugan to West of IL 47 Culverts; • Several Circle Interchange Walls; • Circle Interchange Van Buren, SE Ramp, Jackson Bridges. <p><u>Roadway Geotechnical Reports</u></p> <ul style="list-style-type: none"> • Weber Road – Airport Road to W. 135th Street; • Weber Road – Rodeo Drive to Romeo Road; • IL 68 over MFNB Chicago River; • IL 83 at Atkinson Road; • US 30 (East of Dugan to West of IL 47); • IL 132 Grand Avenue. <p><u>Geotechnical Reports:</u></p> <ul style="list-style-type: none"> • Vaulted sidewalk project – Randolph/Fulton Market; • Vaulted sidewalk project – 633 S. Plymouth Court; • Streetscape project – South Cottage Grove – 77th to 87th Street; • Streetscape project – Walden Parkway – 99th and Walden; • Streetscape project – Fulton Market; • Streetscape project – Morgan Street ; • Oswego and Montgomery Metra expansion. <p>Chicago Transit Authority (CTA) Washington/ Wabash Elevated Station in Chicago, Illinois (April 2014 – April 2015) - Mr. Seyhun served as the Senior Geotechnical Engineer and Project Manager, responsible for project progress and coordination with staff for engineering analyses, field investigations, and laboratory testing, and report compilation. Wang Engineering, Inc. performed the subsurface investigation, laboratory testing, and geotechnical engineering analyses and prepared a geotechnical report with foundations recommendations to support the design and construction of the proposed Chicago Transit Authority (CTA) Washington/ Wabash Elevated Station between Madison and Washington Streets in Chicago, Illinois</p>
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SANCHEZ & ASSOCIATES, P.C.
Land Surveyors*Résumés***Gerardo P. Sanchez**
Professional Land SurveyorIllinois Lic. 035-003486
Exp. 11/30/2022Indiana Lic. 20900177
Exp. 7/31/2022**Background:**

Mr. Sanchez is a professional land surveyor with more than 29 years of experience in a wide variety of surveying applications including transportation design surveys, control surveys, quality control, land acquisition surveys, hydrographic surveys, aerial photogrammetry ground control, ALTA/ACSM Land Title Surveys and boundary surveys in a variety of projects including surveys for airports, highways, expressways, bridges, railroads, transit lines, and underground utilities.

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

Mr. Sanchez is very familiar with the latest technology including Global Positioning Systems (GPS), robotic instrumentation. He has performed calculations for GPS network surveys, numerous large scale horizontal and vertical network adjustments, and complex boundary surveys. In addition, Mr. Sanchez has a background in managing a survey office including contract negotiation, client contacts, proposal writing, scheduling, direction of field, technical & professional personnel, and invoicing.

Education

Universidad Del Estado Mexico (UAEM), Specialization on Highway Design, 1985-1986

Universidad de Michoacan (UMSNH), Mexico, BS Civil Engineering, 1977-1982
Rancho Santiago College, Various Surveying and Computer Classes 1991-1995

Professional Registrations

Professional Land Surveyor - Illinois (2002) Indiana (2009)
Member of Illinois Professional Land Surveying Association
Member of the Indiana Society of Professional Land Surveyors
Member of National Society of Professional Surveyors

Professional Experience

29 years of experience in various types of surveying

Survey Manager – Sanchez & Associates, P.C. (February 2005 - Present)
Responsible for contract negotiation, managing survey projects and responsible for the coordinating and scheduling the work of the field survey work.

Field survey of various types of projects ranging from topographic and boundary surveys for City of Chicago Park District, Cook County Department of Highways, Boundaries for Commercial and Residential parcels and construction stake out for residential project,

SANCHEZ & ASSOCIATES, P.C.**Land Surveyors**

*Résumés***Project Surveyor for the O'Hare Modernization Program (May 2003 to 2006)**

Responsible for coordinating all the surveying work for the Multi-Billion program that will construct 4 new parallel runways and associated taxiways at the O'Hare International Airport. Mr. Sanchez is responsible for coordinating all survey activities in support of the Master Civil Engineering group, maintaining and updating the mapping and utility data base and coordinating the dissemination of all survey information to the different design teams working on the design of the O'Hare Expansion.

Performing and reviewing all boundary surveys as ALTA/ACSM Land Title Surveys, Plats of Surveys, Plats of Annexations, Plats of Disconnection and Plats of Easements for the acquisition of properties required for the expansion of the O'Hare Airport boundaries.

Project Survey Manager (1995 to April 2003)

Managed all survey activities related to the different projects of the firm, including land acquisition, topographic and control surveys for the Illinois Department of Transportation, the City of Chicago, METRA, PACE and the CTA..

Survey Instrument Person – (1992-1994)

Survey instrument person for boundary, topographic and construction surveys. Orange County California, Department of Public Works – Surveying.

Major Projects

- **Project Survey Manager - Western Avenue Streetscape (2007-2008)**
Mr. Sanchez as the survey manager was involved on all survey activities required for the boundary, topographic and underground utility survey of the four lanes Western Avenue in Chicago, from Washington Avenue on the south to Diversey Avenue on the north for a total length of 3.5 miles along one of the busiest arterial streets in the near west side of the City of Chicago.
- **Project Survey Manager – Irving Park Road over Chicago River (2015-2016)**
Survey manager for the survey tasks as required by the professional team working on the design of the bridge improvements and design of a new pedestrian and bike path along the west bank of the river.
The scope of work and delivery was to create various Plats of Boundary Survey, Plats of Easements and Plats of Dedication
- **Project Survey Manager – Weber Trail, Chicago, IL. (2014-2015)**
Survey manager coordinating the group of field surveyors, survey and CAD technicians working on the survey of the 1.5 miles of the proposed pedestrian path corridor and obtaining elevations outside of the limits of the existing right-of-way. Deliverables consisted on creating a base map which included all collected topographic features, utility structures, underground lines and a DTM with representing the existing terrain with contours at 1 foot intervals.



Dave White

Director of Right of Way Services



Expertise

Real Estate Appraiser and Consultant
Property Valuations Under Eminent Domain
Qualified as an expert witness in
Federal Court and the Circuit Courts of
Cook, McHenry, DuPage, DeKalb, Kane,
Lake Madison, St. Clair, and Will Counties
in Illinois; Lake County in Indiana; and
Sedgwick County in Kansas.

Education

B.S. Civil Engineering,
University of Illinois at Urbana-Champaign

Professional Registrations

Certified General Real Estate Appraiser,
State of Illinois, License No. 553.000624
Certified General Real Estate Appraiser,
State of Indiana, License No. CG41700006

Certifications

IDOT Approved Fee Appraiser
and Review Appraiser

Professional Organizations

International Right of Way Association
Fox Valley Association of Realtors

Dave is the Director of Right of Way Services for Civiltech. He has been actively engaged in real estate valuation and consulting since 1984. Prior to formally joining Civiltech on October 1, 2002, he was President and owner of David White & Company. Appraisals have been performed on various properties including special use properties, neighborhood, community and regional shopping centers, apartment complexes, single- and multi-tenanted industrial buildings, low to high-rise office buildings, mixed-use facilities, and vacant land. Valuations of special use properties include golf courses, self-storage facilities, stone quarries, gasoline stations, railroad right of way, and airplane hangar buildings. Clients served include law firms, lenders, private and public agencies. Valuations have been performed for condemnation purposes, estate planning, financing, and investment analysis.

Representative Projects

Prepared appraisal reports for the following projects

IL 158, 150 parcels; Illinois Department of Transportation - District 8
IL 159, 100 parcels; Illinois Department of Transportation - District 8
Stearns Road Bridge Corridor; Kane County Division of Transportation
Longmeadow Bridge Corridor; Kane County Division of Transportation
Interstate 294, 150 parcels; Illinois Tollway
Interstate 355, 70 parcels; Illinois Tollway
Interstate 255, 70 parcels; Illinois Department of Transportation - District 8
Illiana Expressway, 150 parcels; Illinois Department of Transportation
Army Trail Road, 200 parcels; DuPage County Division of Transportation
126th Street, 40 parcels; Chicago Department of Transportation
Algonquin Road, 90 parcels; McHenry County Division of Transportation
55th Street Widening, 40 parcels; DuPage County Division of Transportation
Lake Cook Road, 72 parcels; Cook County Department of Transportation and Highways
CTA Brown Line Expansion; 30 parcels
McCormick Place Expansion
O'Hare Modernization Program
Illinois High Speed Rail, Joliet to East St. Louis

Prepared appraisal reports for the following State Agencies

Illinois Department of Transportation - Districts 1, 2, 3, 7, 8, 9
Illinois State Toll Highway Authority

Prepared appraisal reports for the following County Agencies

Kansas Department of Transportation	DuPage County Division of Transportation
Illinois Attorney General	Kane County Division of Transportation
Cook County Department of Transportation and Highways	



Dave White

Director of Right of Way Services

Representative Projects (Continued)

Prepared appraisal reports for the following County Agencies (Continued)

Kendall County Division of Transportation	DuPage County Forest Preserve District	DeKalb Airport Authority
Lake County Division of Transportation	Kane County Forest Preserve District	DuPage Airport Authority
McHenry County Division of Transportation	DuPage County State's Attorney	DuPage Water Commission
Will County Highway Department	McHenry County State's Attorney	
	Kane County State's Attorney	

Prepared appraisal reports for the following Local Agencies

Village of Antioch	City of Country Club Hills	City of St. Charles
City of Batavia	City of DeKalb	Village of University Park
Village of Bensenville	Village of Elk Grove	City of West Chicago
Village of Berkeley	Village of Frankfort	City of Wichita, Kansas
Village of Buffalo Grove	City of Geneva	Lewis Lockport Airport
Village of Carpentersville	Geneva Park District	
City of Chicago	Village of Schaumburg	

Prepared appraisal reports for the following Attorneys and Law Firms

Ryan & Ryan	Steve Helm & Associates	Walker Wilcox Matousek, LLP
Burke, Burns, & Pinelli, Ltd.	Day & Robert	Dunn, Martin, Miller & Heathcock, Ltd.
Holland & Knight	Klein, Thorpe, & Jenkins, Ltd.	Schmidt & Barbrow, P.C.
Deutsch, Levy, & Engel	Brady & Jensen	Santacruz Land Acquisitions
Neal & Leroy	Rosenthal, Murphey, & Coblentz	
Kinnally, Krentz, Loran, Hodge & Herman, PC	Conklin & Conklin	

Prepared appraisal reports for the following Corporations

BP Amoco Oil Company	AT&T	Chicago Title & Trust
Shell Oil Company	Northern Border Pipeline, Enron Corp.	Union Pacific Railroad
Phillips 66 Company	Envirotest, Inc.	
Mobil Oil Company	Commonwealth Edison/ Exelon	



Dino Lanzo

Appraiser



Expertise

Appraisal Project Management
Valuation Appraisals for Government
Acquisitions Under Eminent Domain
Expert Witness Testimony for
Eminent Domain Cases

Education

B.M. Music Business, 2010
Elmhurst College

Professional Registrations

Certified General Real Estate Appraiser
IL #553.002652
Licensed Real Estate Broker
IL #475.183892

Certifications

Real Estate Acquisition under the Uniform Act;
National Highway Institute
Local Public Agency Real Estate Acquisition;
National Highway Institute
421 - The Valuation of Partial Acquisitions;
The International Right of Way Association
Business Practices and Ethics;
Appraisal Institute

Professional Organizations

International Right of Way Association (IRWA)
Appraisal Institute
National Association of Realtors (NAR)
Mainstreet Organization of Realtors

Dino currently works in the Right of Way Department. He is an IDOT-approved Certified General Real Estate Appraiser and is involved in all aspects of the appraisal process. This includes site inspections, meeting with clients and property owners, appraisal project management, researching and analyzing sales data, and developing value opinions. In addition, Dino is responsible for the following:

- Proofreads and edits appraisal reports to provide quality control
- Monitors progress of land acquisition projects
- Aides in proposal preparation
- Coordinates site inspections and meetings with property owners
- Provides preliminary ROW acquisition costs for engineering planning purposes

Representative Projects

Project Management

Illinois High Speed Rail; UPRR/IDOT via HDR; May 2014–Present

Dino serves as the project manager for the appraisal portion of the Illinois High Speed Rail project. His duties include the oversight of appraisal assignments for rail and roadway improvements, the assignment of appraisal reports to qualified appraisers who can efficiently produce a quality product, general QA/QC of deliverables, reporting project status to the client on a regular basis, and acting as a technical resource as well as a liaison for both the client and appraisers.

Right of Way Appraisals

IL Route 176, Deerpass Road to Dean Street; Illinois Department of Transportation; Appraisals

Glenwood-Dyer Road, IL Route 83 to Stoney Island Avenue; Illinois Department of Transportation; Appraisals

East Avenue, Joliet Road to 55th Street; Illinois Department of Transportation; Appraisals

US Route 20 - Multiple sections throughout McHenry County; Illinois Department of Transportation; Appraisals

55th Street from Dunham Ave to Clarendon Hills Rd.; DuPage County Division of Transportation; Appraisals

Pulaski Road at 183rd Street; City of Country Club Hills; Appraisals

Arsenal Manhattan Road; Will County Division of Transportation; Appraisals

Wood Street north of the Little Calumet River; Illinois Department of Transportation; General QA/QC

US 20 at Harmony Road; Illinois Department of Transportation; General QA/QC

Buffalo Grove Road at Aptakisic Road; Lake County Division of Transportation; Appraisals

IL 31 at Huntley Road; Village of Carpentersville; Appraisals

Briggs Street; Will County Division of Transportation; Appraisals

Bell Road from 151st Street to 159th Street; Will County Division of Transportation; Appraisals



Dino Lanzo

Appraiser

Representative Projects (Continued)

Right of Way Appraisals (Continued)

Caton Farm Road at Essington Road; City of Joliet; Appraisals

Laraway Road at Cedar Road; Will County Division of Transportation; Appraisals

Shoe Factory Road; Cook County Department of Transportation and Highways; Appraisals

Prepared appraisal reports for the following State Agencies

Illinois Department of Transportation

Illinois State Toll Highway Authority

Prepared appraisal reports for the following County Agencies

Kane County Division of Transportation

Lake County Division of Transportation

DuPage County Division of Transportation

Will County Division of Transportation

Cook County Department of Transportation and Highways

Prepared appraisal reports for the following Local Agencies

Village of Antioch

Crete Township

Village of Franklin Park

Village of Broadview

Village of Skokie

Village of Streamwood

Village of Carpentersville

Village of Vernon Hills

City of Lake Forest

City of Country Club Hills

Village of La Grange Park

City of Des Plaines

Village of Elk Grove Village

Village of Niles

Village of Orland Park

Village of Schaumburg

City of Joliet

Village of Glen Ellyn

Prepared appraisal reports for the following Attorneys and Law Firms

Elle Law Group

Demidchik Law Firm, LLC

Tracy, Johnson & Wilson

Wolin & Rosen, Ltd.

Law Offices of Scott D. Verhey

Ottosen, Britz, Kelly, Cooper, Gilbert & DiNolfo, Ltd.

Vogt & O'Kane

Carr Law Firm, LLC

Mark A. Locascio, Ltd.

Gozdecki, Del Giudice, Americus,
Farkas & Brocato, LLP

Burke, Warren, MacKay & Serritella, P.C.

Walker, Wilcox, and Matousek, LLP

Burke, Burns, & Pinelli, Ltd.

As an Appraisal Manager at previous places of employment, Dino had the following responsibilities:

IDOT District 1 Bureau of Land Acquisition Program Management

Dino served as the Appraisal Manager as a consultant to the Illinois Department of Transportation District 1 from mid-2011 to May 2014. He was responsible for assigning and overseeing all of the appraisal and specialty engineering activity for the District, as well as ensuring timely delivery and adherence to state protocol. He assisted the Department with scope of work determination for appraisers and specialty engineers, as well as provided assistance to other sections seeking to interpret appraisal reports. Dino provided weekly summary reports to the Land Acquisition Bureau Chief to ensure that all acquisitions were filtered through the proper channels in a timely fashion.



"T" Engineering Services, Ltd.
real estate appraisers

Keith T. Tadrowski

President

Mr. Tadrowski has been a Real Estate Appraiser, Analyst, and Consultant since 1989. "T" Engineering Services, which was formed in 1970, is organized to perform a comprehensive list of services including real estate appraisal, appraisal review, expert witness court testimony, and cost to cure estimate.

Mr. Tadrowski has been on the Illinois Department of Transportation Approved Appraiser list since 1996, and concentrates on the appraisal of proposed right-of-way for State, County, and Municipal clients.

Types of Properties Appraised:

Assignments have included (but not limited to):

- | | | |
|--------------------------------------|---------------------------|--------------------|
| -office buildings | -farms | -auto repair shops |
| -industrial properties including | -fast food restaurants | -nurseries |
| -warehouses and manufacturing plants | -full-service restaurants | -airports |
| -single family residences | -taverns | -motels |
| -multi-family residences | -shopping centers | -hotels |
| -gas stations | -grocery stores | -banks |
| -railroad properties | -medical buildings | -cemeteries |
| -day care centers | -automobile dealerships | -quarries |
| -movie theaters | -easements | |

As well as assignments for condemnation valuations, market analyses, tax appeal, partial takings of real estate, etc.

Education:

Bachelor's of Science in Electrical Engineering, University of Notre Dame, South Bend, Indiana;
Masters in Fine Arts, from New York University, Tisch School of the Arts, New York, New York;
Specialized education includes course with the Appraisal Institute:

- | | |
|--|----------------------------------|
| -1A1, Real Estate Appraisal Principles | -210 Residential Case Study |
| -120, Appraisal Procedures | -310 Basic Income Capitalization |
| -410 USPAP, Part A (USPAP) | -320 General Applications |

Plus multiple seminars, conferences, and meetings pertaining to Real Estate Valuation

Experience:

Appraised all phases of real estate in the Illinois area including the counties of Clinton, Cook, DeKalb, Du Page, Edwards, Greene, Grundy, Hamilton, Jackson, Jasper, Jersey, Jo Daviess, Kane, Kankakee, Kendall, Lake, Lawrence, Livingston, Logan, Madison, Marion, McHenry, Perry, Saline, St. Clair, Will, White, and Winnebago.

Specialize in property valuations under eminent domain

Qualified as Expert Witness in the Illinois courts in matters of valuation in the counties of Cook, Du Page, Jersey, Kankakee, Kendall, Lake, Madison, Marion, McHenry, St. Clair, and Will.

Formerly Senior Appraiser with Civiltech Engineering, Inc. (10/02 - 2/05)

Formerly President of Tadrowski & Associates (6/97 - 9/02)

Professional Memberships:

State Certified General Real Estate Appraiser, State of Illinois No. 153.0001238

IDOT Approved Fee Appraiser & Review Appraiser

Chicago Association of Realtors, Inc. (Member – Appraiser)



"T" Engineering Services, Ltd.
real estate appraisers

Clients – Public Bodies

State of Illinois:

Department of Transportation:

District 1

District 2

District 3

District 7 (sub-contractor)

District 8 (sub-contractor)

Department of Conservation

Department of Aviation

Environmental Protection Agency

County Highway Departments:

Cook County

Du Page County

De Kalb County

Kane County

Lake County

McHenry County

St. Clair County (sub-contractor)

Will County

Cities and Villages:

Alsip

Arlington Heights

Aurora

Barrington

Beecher

Bellwood

Bensenville

Bloomington

Broadview

Buffalo Grove

Calumet City

Cary

Chicago Heights

Chicago Ridge

Cicero

Crestwood

Crystal Lake

Des Plaines

Downers Grove

Elgin

Elk Grove Village

Evergreen Park

Franklin Park

Frankfort

Glencoe

Glenview



"T" Engineering Services, Ltd.
real estate appraisers

Clients – Public Bodies (Continued)

Cities and Villages (Continued):

Hanover Park
Hazel Crest
Hinsdale
Homewood
Joliet
Lansing
Lisle
Lombard
Midlothian
Mokena
Monee
Mount Prospect
Mundelein
Naperville
Rolling Meadows
Romeoville
Rosemont
Schaumburg
Schiller Park
Shorewood
Skokie
South Elgin
St. Charles
Tinley Park
West Chicago
Wheeling
Worth
Woodridge

Tollway:

Illinois State Toll Highway Authority

City of Chicago:

Department of Urban Renewal
Department of Engineering
Metropolitan Pier & Exposition Authority
Public Building Commission
Southwest Transit Authority
Board of Education
Metro-Chicago Sports Stadium
Illinois Sports Authority
METRA

Javier Steve Santacruz

Mr. Santacruz has spent his career as a real estate professional working as a controller for VMS Realty Partners and general counsel of Continental Offices. He has extensive experience in lease negotiation, property management, debt restructuring, acquisitions/dispositions and the development of real estate investment vehicles.

For the past twenty years, Mr. Santacruz has been providing right-of-way services for a variety of governmental agencies. He has assisted on planning of right-of-way during plan development stages, as well as worked as a right-of-way agent in the acquisition and facilitation of right-of-way necessary for the completion of a project. He has extensive experience working with the Illinois Department of Transportation and the Illinois State Toll Highway Authority gaining a thorough understanding of the policies and procedures of those agencies in meeting their right-of-way requirements. Representative project experience includes:

- O'Hare Modernization Program, O'Hare Airport expansion for the City of Chicago – Right-of-Way Agent. Completed the acquisition or referral for condemnation of over 300 parcels in a seven month period. Coordinated the acquisition process with relocation agents assigned to provide relocation benefits to displaced property owners under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
- Washington Street in Lake County, Illinois, Lake County Division of Transportation – Right-of-way Agent. Engaged to provide negotiation/acquisition and appraisal services for 135 parcels over a 2.5 mile corridor. Project involved roadway widening and a grade separation of METRA rails from the roadway.
- Grand Avenue Grade Separation, Grand Avenue Railroad Relocation Authority, Franklin Park, Illinois – Right-of-way Agent. Provided negotiation services and facilitated acquisition of over eighty parcels of right-of-way necessary to complete a rail-road grade separation along Grand Avenue in Franklin Park involving the Soo Line Railroad, CP Rail Systems, Wisconsin Central and Indiana Harbor Belt Railroad.
- I57 and I294 Interchange, Illinois State Toll Highway Authority – Right-of-Way Agent. Engaged to provide a combination of negotiation/acquisition and appraisal services for over one hundred parcels for the construction of an interchange connecting two major interstates.

Role:

*President/Project Manager
Right of Way Consultant*

Years of Experience: 25+

Education:

*Juris Doctorate
DePaul University Law, 2015
B. S. in Accounting
DePaul University, 1983*

Professional Credentials:

*International Right
of Way Association*

Exhibit 4

Schedule of Compensation

Exhibit 4 - Schedule of Compensation

All Services must be authorized by a written Work Order. Consultant acknowledges and agrees that the County is under no obligation to issue any Work Orders for the Services or exhaust all monies available in the contract. The maximum compensation (upper Limit) under this agreement may not exceed \$5,000,000.00 unless amended in accordance with Article 10) c) Contract Amendments.

Upon the written approval of the Department, the County will issue a Work Order specifically referencing this Agreement, identifying the project, and setting forth the Services to be performed and desired completion date. Consultant shall respond by proposing a time schedule, budget, deliverables and a list of key and staff personnel, all of which must conform to the terms of the Work Order and be completed in accordance with the various regulatory agencies. Consultant must not respond to any Work Order not approved in writing by the Department. Cost associated with the preparation of the Work Orders is not compensable under this Agreement and the County is not liable for any additional costs.

All Work Orders are subject to the approval of the Department and no Work Order will become binding until the County approve it.

Overhead Rates:

The following overhead rates will be permanent for the contract base years.

Singh & Associates, Inc. – 156.83%
Burns & McDonnell Company, Inc. – 221.75%
Civiltech Engineering, Inc. – 109.60%
Wight and Company– 172.82%
Sanchez & Associates, P.C. – 104.37%
Wang Engineering, Inc. – 130.10%
Blue Daring Consulting, Inc. – 167.33%

T Engineering Services, Ltd – Fully loaded rates or Lump Sum Basis*
Santacruz Land Acquisitions – Fully loaded rates or Lump Sum Basis*

*DOTH shall determine at Work Order assignment

Wage Rates:

All billable wages shall be actual, not to exceed \$78.00 / Hour

No Retainage will be withheld.

Monthly Invoicing:

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

Method of Payment: Cost Plus Fixed Fee (CPFF) method of compensation

CPFF formula: Compensation = DL+DC+OH+FF

Where Fixed Fee (FF):

For Prime Agreements is: $(0.33 + R) DL + \%DL = FF$

$\%DL = 10\%$ of Direct Labor (DL) of Subs

For Sub-Consultants

$(0.33 + R) DL$

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

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

Escalation Rate:

The percentage used to project the consultant's current hourly rate throughout the life of the contract to account for future raises will be 2% per year, effective January 1 of each year.



Department of Transportation and Highways
 RFQ # 2138-10282 Design Engineering Services
 Average and Maximum Hourly Rates by Classification

Company: SINGH & Associates, Inc.
 2% Max Escalation
 \$78 Cap on Rates

Labor Classification	2022		2023		2024		2025		2026	
	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate
Principal	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00
Engineer V	72.06	78.00	73.50	78.00	74.97	78.00	76.47	78.00	78.00	78.00
Engineer IV	65.08	77.25	66.39	78.00	67.71	78.00	69.07	78.00	70.45	78.00
Engineer III	57.37	70.60	58.52	72.01	59.69	73.45	60.88	74.92	62.10	76.42
Engineer II / Designer III	48.96	57.36	49.94	58.51	50.94	59.68	51.96	60.87	53.00	62.09
Engineer I / Designer II	33.90	48.54	34.57	49.51	35.27	50.50	35.97	51.51	36.69	52.54
Designer I / Technician	19.28	44.98	19.66	45.88	20.06	46.80	20.46	47.73	20.87	48.69
Administration	20.02	44.98	20.42	45.88	20.83	46.80	21.24	47.73	21.67	48.69



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

October 14, 2021

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Harvind K. Singh
SINGH & ASSOC., INC.
230 W. Monroe Street
Suite 1400
Chicago, IL 60606

Dear Harvind K. Singh,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2020. Your firm's total annual transportation fee capacity will be \$11,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 156.83% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

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

Your firm is prequalified until December 31, 2021. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

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

SEFC PREQUALIFICATIONS FOR SINGH & ASSOC., INC.

CATEGORY	STATUS
Special Studies - Traffic Studies	X
Special Plans - Traffic Signals	X
Special Services - Construction Inspection	X
Special Studies- Location Drainage	X
Hydraulic Reports - Waterways: Typical	X
Hydraulic Reports - Waterways: Complex	X
Special Services - Mechanical	X
Location Design Studies - Rehabilitation	X
Special Services - Electrical Engineering	X
Special Studies - Feasibility	X
Highways - Freeways	X
Highways - Roads and Streets	X
Special Studies - Safety	X
Special Plans - Lighting: Typical	X
Special Plans - Lighting: Complex	X

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



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 19, 2021

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Tom McCay
Burns & McDonnell Engineering Company, Inc.
200 W Adams St.
2700
Chicago, IL 60606

Dear Tom McCay,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2020. Your firm's total annual transportation fee capacity will be \$39,200,000.

Your firm's Contract Labor Field Office rate of 84.32%, Home rate of 221.75%, Contract Labor Home Office rate of 107.51% and Field rate of 188.24% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

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

Your firm is prequalified until December 31, 2021. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

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

**SEFC PREQUALIFICATIONS FOR Burns & McDonnell Engineering
Company, Inc.**

CATEGORY	STATUS
Special Plans - Traffic Signals	X
Special Studies - Traffic Studies	X
Transportation Studies - Railway Engineering	X
Special Services - Construction Inspection	X
Hydraulic Reports - Pump Stations	X
Hydraulic Reports - Waterways: Complex	X
Hydraulic Reports - Waterways: Typical	X
Special Studies- Location Drainage	X
Special Plans - Pumping Stations	X
Special Studies - Feasibility	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Studies - Safety	X
Highways - Freeways	X
Special Services - Electrical Engineering	X
Highways - Roads and Streets	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Services - Landscape Architecture	X
Special Services - Sanitary	X
Special Services - Mechanical	X
Location Design Studies - Rehabilitation	X
Structures - Highway: Simple	X
Structures - Moveable	X
Structures - Highway: Complex	X
Structures: Major River Bridges	X
Structures - Highway: Typical	X
Structures - Railroad	X
Structures - Highway: Advanced Typical	X
Environmental Reports - Environmental Impact Statement	X
Environmental Reports - Environmental Assessment	X
Airports - Construction Inspection	X
Airports - Design	X

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

Civiltech Engineering, Inc - PRIME
AVERAGE AND MAXIMUM HOURLY RATES BY PERSONNEL AND CLASSIFICATION
2022 to 2025

Classification	2022		2023		2024		2025	
	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate
Director of Right of Way Services	\$78.00	\$78.00	\$78.00	\$78.00	\$78.00	\$78.00	\$78.00	\$78.00
Senior Appraiser	\$46.25	\$46.25	\$47.18	\$47.18	\$48.12	\$48.12	\$49.08	\$49.08
Analyst	\$40.25	\$40.25	\$41.06	\$41.06	\$41.88	\$41.88	\$42.71	\$42.71



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

December 21, 2021

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Jonathan Vana
CIVILTECH ENGINEERING, INC.
Two Pierce Place
Suite 1400
Itasca, IL 60143

Dear Jonathan Vana,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2020. Your firm's total annual transportation fee capacity will be \$38,400,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 109.60% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

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

Your firm is prequalified until December 31, 2021. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

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

SEFC PREQUALIFICATIONS FOR CIVILTECH ENGINEERING, INC.

CATEGORY	STATUS
Environmental Reports - Environmental Impact Statement	X
Location Design Studies - New Construction/Major Reconstruction	X
Highways - Roads and Streets	X
Highways - Freeways	X
Special Studies - Safety	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Studies- Location Drainage	X
Special Studies - Traffic Studies	X
Special Studies - Feasibility	X
Location Design Studies - Rehabilitation	X
Special Services - Construction Inspection	X
Structures - Highway: Simple	X
Special Services - Public Involvement	X
Special Plans - Traffic Signals	X
Environmental Reports - Environmental Assessment	X
Special Plans - Lighting: Typical	X
Hydraulic Reports - Waterways: Typical	X
Hydraulic Reports - Waterways: Complex	X
Hydraulic Reports - Pump Stations	X
Structures - Highway: Typical	X

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



Department of Transportation and Highways
 RFQ #2138-10282 Design Engineering Services
 Average/Maximum Hourly Rates by Employee Classification
 Maximum \$78.00
 2% Escalation

	2022		2023		2024		2025		2026	
	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate	Avg. Rate	Max. Rate
Professional 6	70.00	78.00	71.40	78.00	72.83	78.00	74.28	78.00	75.77	78.00
Professional 5	65.00	78.00	66.30	78.00	67.63	78.00	68.98	78.00	70.36	78.00
Professional 4	55.00	75.00	56.10	76.50	57.22	78.00	58.37	78.00	59.53	78.00
Professional 3	45.00	65.00	45.90	66.30	46.82	67.63	47.75	68.98	48.71	70.36
Professional 2	35.00	55.00	35.70	56.10	36.41	57.22	37.14	58.37	37.89	59.53
Professional 1	20.00	45.00	20.40	45.90	20.81	46.82	21.22	47.75	21.65	48.71
Intern	17.00	30.00	17.34	30.60	17.69	31.21	18.04	31.84	18.40	32.47
Administration	20.00	45.00	20.40	45.90	20.81	46.82	21.22	47.75	21.65	48.71

Descriptions:

- Professional 6 Principals
- Professional 5 Directors, C Suite employee, Senior Managers, Senior Project Manager
- Professional 4 Senior Engineers, Project Managers, Technology Managers, Senior Tech, Resident Engineers
- Professional 3 Senior Project Engineers, Senior Landscape Architect, Director Digital, Environmental
- Professional 2 Scientist, Engineer 2, Tech, Assistant Resident Engineer
- Professional 1 BIM Coordinator, Engineer 1
- Professional 1 Engineer, Landscape Designer, Administration



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

April 8, 2022

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Michael McMurray
WIGHT AND COMPANY
2500 N. Frontage Road
Darien, IL 60561

Dear Michael McMurray,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2019. Your firm's total annual transportation fee capacity will be \$12,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 172.82% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

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

Your firm is prequalified until December 31, 2020. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

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

SEFC PREQUALIFICATIONS FOR WIGHT AND COMPANY

CATEGORY	STATUS
Special Plans - Traffic Signals	X
Location Design Studies - Rehabilitation	X
Special Services - Architecture	X
Special Services - Sanitary	X
Transportation Studies - Mass Transit	X
Special Studies - Feasibility	X
Highways - Roads and Streets	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Services - Landscape Architecture	X
Highways - Freeways	X
Special Services - Construction Inspection	X
Environmental Reports - Environmental Assessment	X
Special Studies - Traffic Studies	X
Special Studies- Location Drainage	X
Hydraulic Reports - Waterways: Typical	X

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



Company: Sanchez & Associates, P.C.
 2% Max Escalation
 \$78 Cap on Rates

Department of Transportation and Highways
 RFQ# 2138-10282 Design Engineering Services
 Average and Maximum Hourly Rates by Classification

Labor Classification	2022		2023		2024		2025		2026	
	Avg. Rate	Max Rate	Avg. Rate	Max Rate	Avg. Rate	Max Rate	Avg. Rate	Max Rate	Avg. Rate	Max Rate
Principal / Survey Manager, PLS	\$ 72.10	\$ 78.00	\$ 73.54	\$ 78.00	\$ 75.01	\$ 78.00	\$ 76.51	\$ 78.00	\$ 78.00	\$ 78.00
Project Manager, PLS	\$ 60.00	\$ 65.00	\$ 61.20	\$ 66.30	\$ 62.42	\$ 67.63	\$ 63.67	\$ 68.98	\$ 64.95	\$ 70.36
Project Manager	\$ 57.70	\$ 60.00	\$ 58.85	\$ 61.20	\$ 60.03	\$ 62.42	\$ 61.23	\$ 63.67	\$ 62.46	\$ 64.95
Survey Specialist	\$ 50.00	\$ 55.00	\$ 51.00	\$ 56.10	\$ 52.02	\$ 57.22	\$ 53.06	\$ 58.37	\$ 54.12	\$ 59.53
Survey Crew Chief	\$ 43.00	\$ 50.00	\$ 43.86	\$ 51.00	\$ 44.74	\$ 52.02	\$ 45.63	\$ 53.06	\$ 46.54	\$ 54.12
Survey Instrument Person	\$ 30.00	\$ 35.00	\$ 30.60	\$ 35.70	\$ 31.21	\$ 36.41	\$ 31.84	\$ 37.14	\$ 32.47	\$ 37.89
CADD Manager	\$ 45.00	\$ 50.00	\$ 45.90	\$ 51.00	\$ 46.82	\$ 52.02	\$ 47.75	\$ 53.06	\$ 48.71	\$ 54.12
CADD Technician	\$ 35.00	\$ 40.00	\$ 35.70	\$ 40.80	\$ 36.41	\$ 41.62	\$ 37.14	\$ 42.45	\$ 37.89	\$ 43.30
Civil Engineer	\$ 40.00	\$ 45.00	\$ 40.80	\$ 45.90	\$ 41.62	\$ 46.82	\$ 42.45	\$ 47.75	\$ 43.30	\$ 48.71



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

February 9, 2022

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Gerardo Sanchez
SANCHEZ & ASSOCIATES, P.C.
8604 W. Catalpa Ave, Suite 912
Chicago, IL 60656

Dear Gerardo Sanchez,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2019. Your firm's total annual transportation fee capacity will be \$1,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 104.37% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

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

Your firm is prequalified until December 31, 2020. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

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

SEFC PREQUALIFICATIONS FOR SANCHEZ & ASSOCIATES, P.C.

CATEGORY	STATUS
Special Services - Surveying	X

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



**EMPLOYEE CLASSIFICATIONS AND AVERAGE/MAXIMUM HOURLY RAW RATES
2022 - 2027**

Classification	2022		2023		2024		2025		2026		2027	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
Principal	\$ 78.00	\$ 78.00	\$ 78.00	\$ 78.00	\$ 78.00	\$ 78.00	\$ 78.00	\$ 78.00	\$ 78.00	\$ 78.00	\$ 78.00	\$ 78.00
Project Principal												
Project Manager - Civil	\$69.35		\$ 70.74		\$ 72.15		\$ 73.59		\$ 75.07		\$ 76.57	
Project Manager - Structural												
Senior Engineer - Civil	\$69.35		\$ 70.74		\$ 72.15		\$ 73.59		\$ 75.07		\$ 76.57	
Senior Engineer - Structural												
Project Engineer - Civil	\$45.37		\$ 46.28		\$ 47.20		\$ 48.15		\$ 49.11		\$ 50.09	
Project Engineer - Structural												
Assistant Engineer - Civil	\$32.80		\$ 33.46		\$ 34.13		\$ 34.81		\$ 35.50		\$ 36.21	
Engineering Technician												
Resident Engineer												
Senior Inspector												
Inspector												
Administrator												
Project Administrator	\$40.63		\$ 41.44		\$ 42.27		\$ 43.12		\$ 43.98		\$ 44.86	
Professional Administrator												

Annual salary adjustments are generally given January 1 of the calendar year. However, hourly rates are subject to change at any time to attract, retain, and reward employees. Escalation for this table is 2%.



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 1, 2021

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Paul Wang
WANG ENGINEERING, INC.
1145 North Main Street
Lombard, IL 60148

Dear Paul Wang,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Jun 30, 2020. Your firm's total annual transportation fee capacity will be \$8,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 130.10% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

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

Your firm is prequalified until June 30, 2021. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

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

SEFC PREQUALIFICATIONS FOR WANG ENGINEERING, INC.

CATEGORY	STATUS
Special Services - Construction Inspection	X
Geotechnical Services - Complex Geotech/Major Foundation	X
Geotechnical Services - General Geotechnical Services	X
Geotechnical Services - Structure Geotechnical Reports (SGR)	X
Geotechnical Services - Subsurface Explorations	X
Special Services - Quality Assurance HMA & Aggregate	X
Special Services - Quality Assurance PCC & Aggregate	X

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



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

April 13, 2022

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Melissa Ballate
Blue Daring Consulting, Inc.
688 N. Milwaukee Avenue
No. 304
Chicago, IL 60642

Dear Melissa Ballate,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2019. Your firm's total annual transportation fee capacity will be \$1,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 167.33% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

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

Your firm is prequalified until December 31, 2020. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

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

Santacruz Land Acquisitions
EMPLOYEE CLASSIFICATIONS AND AVERAGE/MAXIMUM HOURLY RAW RATES
 2022 - 2027

Classification	2022		2023		2024		2025		2026		2027	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max
Principal	\$218.40	\$218.40	\$218.40	\$218.40	\$218.40	\$218.40	\$218.40	\$218.40	\$218.40	\$218.40	\$218.40	\$218.40
Sr. Negotiator	\$168.25	\$168.25	\$171.62	\$171.62	\$175.05	\$175.05	\$178.55	\$178.55	\$182.12	\$182.12	\$185.76	\$185.76
Negotiator	\$100.96	\$100.96	\$102.98	\$102.98	\$105.04	\$105.04	\$107.14	\$107.14	\$109.28	\$109.28	\$111.47	\$111.47
Sr Paralegal	\$98.00	\$98.00	\$99.96	\$99.96	\$101.96	\$101.96	\$104.00	\$104.00	\$106.08	\$106.08	\$108.20	\$108.20
Paralegal	\$84.00	\$84.00	\$85.68	\$85.68	\$87.39	\$87.39	\$89.14	\$89.14	\$90.92	\$90.92	\$92.74	\$92.74
Sr Administrative Assistant	\$67.20	\$67.20	\$68.54	\$68.54	\$69.91	\$69.91	\$71.31	\$71.31	\$72.74	\$72.74	\$74.19	\$74.19
Administrative Assistant	\$61.60	\$61.60	\$62.83	\$62.83	\$64.09	\$64.09	\$65.37	\$65.37	\$66.68	\$66.68	\$68.01	\$68.01

Annual salary adjustments are generally given January 1 of the calendar year. However, hourly rates are subject to change at any time to attract, retain, and reward employees. Escalation for this table is 2%.



Local Public Agency County Section Number
 Consultant (Firm) Name Prepared By Date

PAYROLL ESCALATION TABLE

CONTRACT TERM	MONTHS	OVERHEAD RATE
START DATE		COMPLEXITY FACTOR
RAISE DATE		% OF RAISE
END DATE <input type="text"/>		2.00%

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract

The total escalation = 0.00%

Instructions for BLR 05514
Form instructions are not to be submitted with the form

This form shall be used as Exhibit E with BLR 05530, Local Public Agency Engineering Services Agreement, when Cost Plus Fixed is selected as the method of compensation with the raise date selected by the user. For more information, refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5.

Fields completed on one tab that are required on other tabs are automatically populated based on the entry on the first tab.

ESCALATION TAB

Local Public Agency	Insert the name of the Local Public Agency (LPA).
County	Insert the name in which the LPA is located.
Section Number	Insert the section number associated with this project.
Consultant (Firm) Name	Insert the name of the prime consultant for this agreement.
Prepared By	Insert the name of the person who prepared this document.
Date	Insert the date the document was prepared.
Payroll Escalation Table	
Contract Term	Insert the contract term in months.
Overhead Rate	Insert the IDOT approved overhead rate in place at the time of this agreement.
Start Date	Insert the start date of this agreement.
Complexity Factor	Insert the complexity factor assigned to this project. A complexity factor is assigned to the project, not to the LPA.
Raise Date	Insert the initial raise date.
% of Raise	No entry necessary, this is set at two percent.
End Date	No entry necessary, this field is automatically calculated based on the start date and contract term.
Escalation Per Year	No entry necessary, all fields are automatically calculated based on contract term, start date, and raise date.

RATES TAB

Local Public Agency	This field is automatically completed based on entries on the Escalation Tab.
County	This field is automatically completed based on entries on the Escalation Tab.
Section Number	This field is automatically completed based on entries on the Escalation Tab.
Maximum Payroll Rate	This is the maximum payroll rate allowable on this agreement.
Escalation Factor	This field is automatically completed based on entries on the Escalation Tab.
Classification	List each payroll classification who will work on this project, on a separate line.
IDOT Payroll Rates on File	Enter the IDOT approved rate for the classification listed to the left.
Calculated Rate	No entry necessary, this field is automatically completed based on the approved rate times the escalation factor.

SUBCONSULTANTS TAB

Local Public Agency	This field is automatically completed based on entries on the Escalation Tab.
County	This field is automatically completed based on entries on the Escalation Tab.
Section Number	This field is automatically completed based on entries on the Escalation Tab.
Name	List subconsultants that will be used on this project, using a separate line for each.
Direct Labor Total	Insert the direct labor for the consultant listed to the left.
Contribution to Prime Consultant	No entry necessary, this field is automatically completed. It is the Direct Labor Total times 10%.

COST EST TAB

Instructions for BLR 05514

Local Public Agency	Form instructions are not to be submitted with the form This field is automatically completed based on entries on the Escalation Tab.
County	This field is automatically completed based on entries on the Escalation Tab.
Section Number	This field is automatically completed based on entries on the Escalation Tab.
Overhead Rate	This field is automatically completed based on entries on the Escalation Tab.
Complexity Factor	This field is automatically completed based on entries on the Escalation Tab.
Task	Insert the tasks required for this project, use a separate line for each task.
Staff hours	No entry necessary, this is automatically completed based on entries under the AVG tabs for each task. It will be the total hours for all payroll classifications for the task listed to the left.
Payroll	No entry necessary, this is automatically completed based on entries under the AVG tabs for each task. It will be the total payroll for the task listed to the left.
Overhead & Fringe Benefits	No entry necessary, this is automatically completed based on payroll listed to the left times the overhead rate.
Direct Costs	Insert the amount of direct costs for the task listed to the left.
Fixed Fee	No entry necessary, this is automatically completed based the lessor of minimum of the payroll plus the overhead and fringe benefits times fifteen percent, or 0.33 plus the complexity factor times .
Services by Others	Insert the amount of services by others for the task listed to the left.
Total	No entry necessary, this is the total of the payroll, overhead & fringe benefits, direct costs, fixed fee and services by others.
% of Grand Total	No entry necessary, this is the % of the grand total for the task listed to the left.
Subconsultant DL	This field is automatically completed based on the information completed on the SUB tab.
Totals	Totals fields are automatically completed based on the entries in the column above.

AVG 1 - AVG 5 TAB

Local Public Agency	This field is automatically completed based on entries on the Escalation Tab.
County	This field is automatically completed based on entries on the Escalation Tab.
Section Number	This field is automatically completed based on entries on the Escalation Tab.
Payroll Classification	This field is automatically completed based on entries on the Rates Tab.
Avg Hourly Rates	This field is automatically completed based on entries on the Rates Tab for the classification listed to the left, no payroll classification listed to the left.
Total Project Rates:	
Hours	This is the total hours based on entries under each task for the payroll entry is necessary.
% Part.	No entry is necessary, this is the percent of participation for the payroll classification listed to the left, of the total project.
Wgtd Avg	No entry is necessary, this is the weighted average for the payroll classification listed to the left.
Task	Each task will automatically be completed based on task entries on the COST EST tab.
Hours	Enter the number of hours the payroll classification listed to the left will perform for the task listed above.
% Part.	No entry necessary, this is the percent of participation for the payroll classification listed to the left for the task listed above.
Wgtd Avg	No entry necessary, this is the weighted average for the payroll classification listed to the left for the task above.
Totals	No entry necessary, this is the sum of the column above.

[BLR 05514.xlsm \(live.com\)](#)

Local Public Agency

County

Section Number

--	--	--

**Exhibit C
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				

Exhibit 5

Disadvantage Business Enterprise Utilization Plans



Nicole Mandeville

DIRECTOR

69 W. Washington Street – Suite 3000 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

BRANDON JOHNSON
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

DONNA MILLSER
6th District

ALMA E. ANAYA
7th District

LUIS ARROYO, JR
8th District

PETER N. SILVESTR
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

LARRY SUFFREDIN
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK AGUILAR
16th District

SEAN M. MORRISON
17th District

April 22, 2022

Mr. Raffi Sarrafian
Chief Procurement Officer
69 W. Washington Street – Suite 3000
Chicago, IL 60602

Re: Contract No. 2138-10282C
Design Engineering Services
Department of Transportation and Highways

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-reference contract and has reviewed it for compliance with the Minority- and Women- owned Business Enterprises (M/W/DBE) Ordinance. After careful review, it has been determined this amendment is responsive to the Ordinance.

Bidder: Singh and Associates
Contract Value: \$5,000,000.00
Contract Goal: 35% DBE

<u>M/W/DBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)*</u>
Singh and Associates	DBE-8	IDOT	60%
Sanchez and Assoc. P.C.	DBE-9	IL UCP	2%
Blue Daring	DBE-6	IL UCP	2%
Santacruz Land Acquisitions	DBE-9	IDOT	<u>1%</u>
			65% Total

Original MBE/D/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Sandra Moses-Potts

Sandra Moses-Potts
Compliance Officer

cc: Mike Schieve, OCPO
Cho Ng, DOTH

DBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all DBE firms included in this Plan are certified DBEs pursuant to the requirements of the federal regulation,49 CFR Part 26.

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

- Bidder/Proposer is a certified DBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified DBEs . (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the DBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountylil.gov/contractcompliance)
- Bidder/Proposer is not a certified DBE firm, nor a Joint Venture with DBE partners, but will utilize DBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

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

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

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

DBE Firm: Sanchez & Associates, P.C.
 Address: 8604 W. Catalpa Avenue, Suite 912
 E-mail: gpsanchez@sanchezsurveying.com
 Contact Person: Gerardo P. Sanchez Phone: 773.444.0144
 Dollar Amount Participation: \$ TBD
 Percent Amount of Participation: 2 %
 *Letter of Intent attached? Yes X No _____
 *Current Letter of Certification attached? Yes X No _____

DBE Firm: Blue Daring
 Address: 688 N. Milwaukee Avenue, Suite 304
 E-mail: mb@bluedaring.com
 Contact Person: Melissa Ballate Phone: 312.243.8700
 Dollar Amount Participation: \$ TBD
 Percent Amount of Participation: 2 %
 *Letter of Intent attached? Yes X No _____
 *Current Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

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

DBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all DBE firms included in this Plan are certified DBEs pursuant to the requirements of the federal regulation,49 CFR Part 26.

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

- Bidder/Proposer is a certified DBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified DBEs . (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the DBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)
- Bidder/Proposer is not a certified DBE firm, nor a Joint Venture with DBE partners, but will utilize DBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

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

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

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

DBE Firm: Santacruz Associates Ltd. d/b/a Santacruz Land Acquisitions

Address: 222 Northfield Road - Suite 201, Northfield, IL 60093

E-mail: javier@santacruz-associates.com

Contact Person: Javier Steve Santacruz Phone: 847.868.9620

Dollar Amount Participation: \$ TBD

Percent Amount of Participation: 1 %

*Letter of Intent attached? Yes X No

*Current Letter of Certification attached? Yes X No

DBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Sanchez & Associates, P. C.

Certifying Agency: The City of Chicago

Contact Person: Gerardo P. Sanchez, PLS

Certification Expiration Date: 11/01/2022

Address: 8604 W. Catalpa Ave. Suite 912

Ethnicity: Hispanic

City/State: Chicago / IL Zip: 60656

Bid/Proposal/Contract #: 2138-10282

Phone: 773-444-0144 Fax: 847-232-3104

FEIN #: 20-2703329

Email: gpsanchez@sanchezsurveying.com

Participation: Direct Indirect

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

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

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

Surveying services

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

TBD
2%

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Gerardo P. Sanchez
Signature (M/WBE)

Harvind K. Singh
Signature (Prime Bidder/Proposer)

Gerardo P. Sanchez, PLS

Harvind K. Singh

Print Name

Print Name

Sanchez & Associates, P.C.

Singh + Associates, Inc.

Firm Name

Firm Name

01/26/2022

2/3/22

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this 26th day of January, 2022.

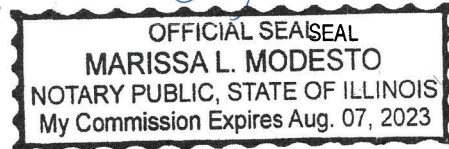
this 3 day of February, 2022.

Notary Public *Araceli Bolanos*

Notary Public *Marissa L. Modesto*



SEAL



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Blue Daring

Certifying Agency: City of Chicago

Contact Person: Melissa Ballate

Certification Expiration Date: 06-15-2025

Address: 688 North Milwaukee Ave Suite 304

Ethnicity: Latina

City/State: Chicago, IL Zip: 60642

Bid/Proposal/Contract #: 2138-10282

Phone: 312)-243-8700 Fax: (208) -728-7062

FEIN #: 87-0698785

Email: mb@bluedaring.com

Participation: Direct Indirect

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

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

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

Public Involvement

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

2%
TBD by Singh Engineering

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]
Signature (M/WBE)

[Signature]
Signature (Prime Bidder/Proposer)

Melissa M. Ballate
Print Name

Harvind K. Singh
Print Name

Blue Daring
Firm Name

Singh + Associates, Inc.
Firm Name

01/27/2022
Date

2/3/22
Date

01/27/2022
Date

Subscribed and sworn before me

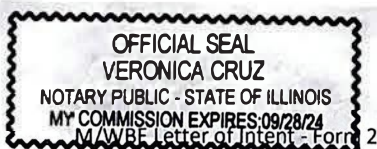
Subscribed and sworn before me

this 27 day of January, 2022

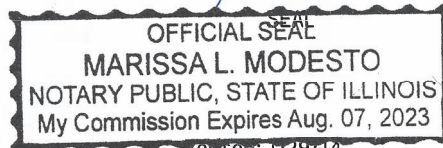
this 3 day of February, 2022

Notary Public [Signature]

Notary Public [Signature]



SEAL



revised: 1/29/14

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Santacruz Associates Ltd.

Certifying Agency: City of Chicago

Contact Person: Javier Steve Santacruz

Certification Expiration Date: 1/15/2024

Address: 222 Northfield Road - Suite 201

Ethnicity: Hispanic

City/State: Northfield, IL Zip: 60093

Bid/Proposal/Contract #: 2138-10282

Phone: 847-868-9620 Fax: 847-868-9620

FEIN #: 36-3851733

Email: javier@santacruz-associates.com

Participation: Direct Indirect

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

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

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

Land Acquisition Services - Negotiation

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:
1% - TBD

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.





Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Javier Steve Santacruz

Harvind K. Singh

Print Name

Print Name

Santacruz Associates Ltd.

Singh + Associates, Inc.

Firm Name

Firm Name

2/2/2022

2/2/22

Date

Date

Subscribed and sworn before me

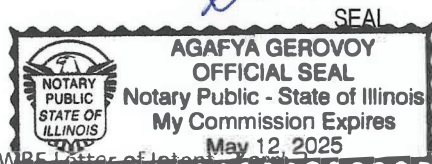
Subscribed and sworn before me

this 2 day of February, 2022

this 2nd day of February, 2022

Notary Public 

Notary Public 





Illinois Department of Transportation

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

September 10, 2021

CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Harvind K. Singh
Singh & Associates, Inc.
230 W. Monroe St., Ste. 1400
Chicago, IL 60606-4802

Dear Ms. Singh:

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for Singh & Associates, Inc. and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

To remain certified and in good standing, you must annually submit a *No Change Affidavit*. Your firm's next affidavit is due on **September 1, 2022**. IDOT will send an affidavit form 60 days prior to that date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there is a change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,

A handwritten signature in blue ink that reads "Tony L. Day".

Tony L. Day
DBE Certification Section Manager
Bureau of Small Business Enterprises



Illinois Department of Transportation

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

May 7, 2021

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. J. Steve Santacruz
Santacruz Associates, Ltd.
dba Santacruz Land Acquisitions
222 Northfield Rd., Ste. 201
Northfield, IL 60093

Dear Mr. Santacruz:

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for Santacruz Associates, Ltd. dba Santacruz Land Acquisitions and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

To remain certified and in good standing, you must annually submit a *No Change Affidavit*. Your firm's next affidavit is due on **May 1, 2022**. IDOT will send an affidavit form 60 days prior to that date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there is a change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,

A handwritten signature in blue ink that reads "Tony L. Day".

Tony L. Day, Manager
DBE Certification Section
Bureau of Small Business Enterprises



Illinois Department of Transportation

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

July 9, 2021

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Gerardo P. Sanchez
Sanchez & Associates, P.C.
8604 W. Catalpa Ave., Ste. 912
Chicago, IL 60656

Dear Mr. Sanchez:

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for Sanchez & Associates, P.C. and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

To remain certified and in good standing, you must annually submit a *No Change Affidavit*. Your firm's next affidavit is due on **July 1, 2022**. IDOT will send an affidavit form 60 days prior to that date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises within 30 days of the change.


Note: Pursuant to 49 CFR Part 26.83(i), whenever there is a change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.


Sincerely,

A handwritten signature in blue ink that reads "Tony L. Day".

Tony L. Day
DBE Certification Section Manager
Bureau of Small Business Enterprises

 View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>)

 Illinois Department of Transportation logo Illinois Department of Transportation
 Omer Osman, Secretary

 Illinois logo State of Illinois
 Governor JB Pritzker

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)

Print

Sanchez & Associates, P.C.

Gerardo P. Sanchez
 8604 W. Catalpa Ave.,
 Ste. 912
 Chicago, IL 60656

County: Cook

Email: gpsanchez@sanchezsurveying.com

Phone: (773) 444-0144

Fax: (847) 232-3104

Categories: Airport Concessionaire,
 Architecture\Engineering, Construction

NAICS

238910-Site Preparation Contractors
 541370-Surveying & Mapping (except Geophysical) Serv.

Speciality

238910- MISC:
 CONSTRUCTION LAYOUT AND STAKING
 541370- SURVEYING


⊕ View up to date


× (file:///C:/Users/sanderjt/Downloads/header%20(2).html#)

information on how Illinois is

handling the Coronavirus Disease 2019 (COVID-19) from the Illinois Department of Public Health

(http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus)

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Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)

Print

**Blue Daring
Consulting, Inc**

Email: mb@bluedaring.com

Phone: 312-243-8700

Melissa Ballate
688 North Milwaukee
Avenue
Chicago, IL 60642-5912

Fax:

County: Cook

Categories: Airport Concessionaire, Miscellaneous,
Professional

NAICS

453220 - Gift, Novelty, and Souvenir Stores
541430 - Graphic design services
541511 - Custom Computer Programming Services
541611 - Administrative Management and General Management Consulting Services
541613 - Marketing consulting services
541820 - Public relations services
711510 - Independent Artists, Writers, and Performers

Speciality

NAICS 453220 Gift, Novelty, and Souvenir Stores NAICS 541430 Graphic design services
NAICS 541511 Custom Computer Programming Services NAICS 541611 Administrative Management and General Management Consulting Services NAICS 541613 Marketing consulting services NAICS 541820 Public relations services NAICS 711510 Independent Artists, Writers, and Performers

Disadvantage Business Enterprise Utilization Plans

I. POLICY AND GOALS

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

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific DBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant DBE firms; and (2) current Letters of Certification as an DBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for DBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. DBE Utilization Plan

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

1. Letter(s) of Intent

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

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

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

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

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for DBE status, provided that Cook County's requirements for certification are met:

- County of Cook
 - City of Chicago
- Illinois Department of Transportation
PACE
METRA

The Contract Compliance Director may reject the certification of any DBE on the ground that it does not meet the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

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

B. Petition for Reduction/Waiver

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

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

III. REDUCTION/WAIVER OF DBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize DBE firms in a Bid or Proposal will be evaluated by the CCD, under the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of DBE Participation Goals" – Form 3 of the DBE Compliance Forms.

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

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

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

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this

Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth afforded to the CCD or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this section should be directed to:

Contract Compliance Director
Cook County
69 Washington Street, Floor 30th
Chicago, Illinois 60602
(312) 603-5502

Exhibit 6
Evidence of Insurance

DESCRIPTIONS (Continued from Page 1)

of the Chief Procurement Officer, 118 North Clark Street Room 1018, Chicago, IL 60602; Cook County, its officials, employees and agents, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability and Automobile Liability policies contain a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

- (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section C. Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Liability And Medical Expenses Definitions.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".



b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 51 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e)** "Bodily injury" or "property damage" arising out of:
 - (i)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (ii)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f)** An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
 - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
 - (b) The providing of or failure to provide home health care or home infusion products or services; and
 - (c) Advising and consulting customers;

(11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;



- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

i. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
 - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
 - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
 - a. Copyright;
 - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
 - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.
However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;
- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;



- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

- (i) Copyright;
- (ii) Slogan; or
- (iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or



- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.



c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:



(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or



(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D**. Liability And Medical Expenses Limits Of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph **f**. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
However, Paragraph **f**. does not include that part of any contract or agreement:
 - (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or



- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.



- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Unmanned aircraft" means an aircraft that is not:
- a.** Designed;
 - b.** Manufactured; or
 - c.** Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
- 24.** "Volunteer worker" means a person who:
- a.** Is not your "employee";
 - b.** Donates his or her work;
 - c.** Acts at the direction of and within the scope of duties determined by you; and
 - d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 25.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 26.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS

Policy Number: 83 WEG AG3P03

Endorsement Number:

Effective Date: 05/31/22

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Singh & Associates, Inc.

230 W MONROE ST STE 1400
CHICAGO IL 60606

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

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SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of **A. How This Insurance Applies of Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

5. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental

to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the

officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of

recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in North Dakota, Ohio, Washington, and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	\$500,000	Each Accident
--------------------------------------	------------------	----------------------

Bodily Injury by Disease	\$500,000	Policy Limit
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Bodily Injury by Disease	\$500,000	Each Employee
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OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

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

B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

D. Before We Pay

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

F. Reimbursement for Actual Loss Sustained

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

G. Repatriation

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

H. Endemic Disease

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

5. Longshore and Harbor Workers' Compensation Act Coverage

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

SECTION III

1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

C. Schedule of Covered States:

IL

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

ASPEN

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY
AND POLLUTION LIABILITY INSURANCE POLICY



Aspen American Insurance Company
590 MADISON AVENUE, 7TH FLOOR
NEW YORK, NY 10022
(A stock insurance company)

THIS IS A CLAIMS-MADE AND REPORTED POLICY. VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY. THIS POLICY DOES NOT BECOME EFFECTIVE UNLESS WE ISSUE A DECLARATIONS PAGE TO FORM A PART HEREOF. THIS POLICY IS WRITTEN ON A DEFENSE WITHIN LIMITS BASIS. THE LIMITS OF INSURANCE AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS WILL BE REDUCED BY AMOUNTS INCURRED FOR CLAIM EXPENSES AS DEFINED IN THE POLICY.

Throughout this policy, the words “you” and “your” refer to the **Named Insured** shown in the Declarations. The words “we”, “us” and “our” refer to Aspen American Insurance Company. The word Insured means any person or organization qualifying as such under Section **IV. WHO IS AN INSURED**. All words and phrases (other than captions) printed in boldface are defined in this policy.

In consideration of payment of the premium and in reliance upon the **application**, and subject to the terms and conditions of this policy and any endorsements, Aspen American Insurance Company and the **Named Insured** agree as follows:

I. INSURING AGREEMENTS

A. LIABILITY COVERAGE

1. PROFESSIONAL LIABILITY

We will pay on behalf of the Insured **damages** that the Insured becomes legally obligated to pay because of **claims** made against the Insured for **wrongful acts** arising out of the performance of **professional services**.

2. POLLUTION LIABILITY

We will pay on behalf of the Insured **damages** that the Insured becomes legally obligated to pay because of **claims** made against the Insured for **pollution incidents** arising out of the performance of **professional services** or **contracting services**.

3. ADVERTISING PERSONAL INJURY

We will pay on behalf of the Insured **damages** that the Insured becomes legally obligated to pay for the following acts that result in a **claim** in the course of performing **professional services**:

- a. defamation, libel, slander, product disparagement, trade libel or other tort related to disparagement or harm to the reputation or character of any person or organization;
- b. misappropriation of any name or likeness for commercial advantage;
- c. false arrest, detention or imprisonment or malicious prosecution;
- d. invasion of or interference with any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping;
- e. plagiarism, piracy or misappropriation of ideas under implied contract;
- f. infringement of copyright; or

- g. infringement of trade dress, domain name, title or slogan, or the dilution or infringement of trademark or service mark.

This insurance applies to a **wrongful act** or **pollution incident** as outlined in Insuring Agreements **A.1.**, **A.2.** and **A.3.** above only if all of the following conditions are satisfied:

1. the **wrongful act** was first committed or **pollution incident** first took place on or after the **retroactive date**;
2. prior to the inception date of this policy, or the first such policy issued and continually renewed by us, no board member, director, executive officer, partner, managing member, principal, general counsel, or risk manager of the Insured knew or could reasonably have foreseen that any **wrongful act** or **pollution incident** might be expected to be the basis of a **claim**;
3. the **claim** arising out of the **wrongful act** or **pollution incident** is first made against any Insured during the **policy period**; and
4. the **claim** is reported in writing to us no later than sixty (60) days after the end of the **policy period** or, if applicable, during an extended claims reporting period.

B. DEFENSE PROVISION

We have the right and the duty to defend the Insured against any covered **claim**, even if such **claim** is groundless, false or fraudulent. We will designate or, at our option, approve counsel to defend the **claim**. The Insured may request, in writing, the appointment of specific counsel which must be agreed to by us.

Claim expenses in excess of the deductible will be paid by us, and such payments will reduce the available limit of liability. Our right and duty to defend or continue to defend any **claim** ends when the applicable limit of liability has been exhausted by payment of **damages** or **claim expenses** or both combined.

Once the limit of liability is exhausted, we will tender control of the defense of any **claim** to the Insured. The Insured agrees to accept such tender as a condition of this policy.

C. SETTLEMENT PROVISION

We may investigate and solicit settlement offers for any **claim**. No offer to settle a **claim** will be accepted without your written consent, and such consent may not be unreasonably withheld.

D. TERRITORY

The insurance provided by this policy applies to **wrongful acts** or **pollution incidents** anywhere in the world. In the event a **claim** is made against the Insured outside of the United States of America, its territories, possessions or Canada, the following additional provisions apply

1. if a **claim** is made against an Insured within an international jurisdiction that precludes us, by law or otherwise, from investigating, defending or making payments of **damages** and/or **claim expenses** on behalf of the Insured, we shall have the right but not the duty to investigate, defend and/or settle any such **claim**;
2. if we elect not to investigate, defend or settle any such **claim** or suit the Insured, under our supervision, shall arrange for such investigation and defense thereof as is reasonably necessary and, subject to our prior authorization, shall effect such settlement as we and the Insured deem expedient. Subject to the applicable limit of liability, we will reimburse the Insured for the reasonable cost of such investigation and defense and the amount of any settlement or judgment in excess of the deductible amount stated in the Declarations. Such reimbursement shall be made in United States currency at the rate of exchange prevailing on the date the judgment is rendered, the amount of the settlement is agreed upon or the date the expenditure is made;
3. all such **claims** shall be reimbursed pursuant to all applicable terms of this policy regardless of the law used in adjudicating the **claim**.

II. SUPPLEMENTAL PAYMENTS

These supplemental payments will be paid in addition to the applicable limit of liability. The "Each Claim" Deductible amount stated in the Declarations is not applicable to the payments described below.

A. Pre-Claims Assistance

Until the date a **claim** is made against the Insured, we may investigate, at our sole discretion, a potential **claim** reported to us by the Insured in accordance with Section **VIII. CONDITIONS**, Paragraph **B**. We will pay for all expenses we incur as a result of our investigation. Expenses we incur will not reduce the limit of liability.

B. Subpoena for Documents

In the event that the Insured receives a subpoena for documents or testimony related to the performance of **professional services**, the Insured will provide us a copy of the subpoena if legal advice in response to the subpoena is requested. If requested, we may retain legal counsel to advise the Insured regarding document production or to represent the Insured in giving sworn testimony. Expenses incurred in providing advice as to production of documents, review of testimony and representation on the date of deposition will be at our cost.

C. Loss of Earnings

We will pay for loss of earnings for the Insured's attendance, at our written request, at a trial, hearing, arbitration or mediation proceeding involving a covered **claim** against such Insured. The maximum amount we will pay for any one or series of trials, hearings, mediation or arbitration proceedings arising out of the same **claim** shall not exceed \$500 per individual Insured for each day, or prorated thereof for part of a day. The most we will pay for all Insureds' attendance at trials, hearings, mediation or arbitration proceedings for all **claims** reported during the **policy period** is \$15,000.

D. Payment of Interest

We will pay all interest on the entire amount of any judgment which accrues after the entry of the judgment and before we have paid or tendered or deposited in the Court that part of the judgment that does not exceed the policy limit.

We will pay **pre-judgment interest** awarded against the Insured on that part of the judgment, award, verdict or settlement we pay. If we make a settlement offer to pay the available limit of liability and the **Named Insured** is not willing to accept such settlement offer, we will not pay the interest that accumulates after the date of such settlement offer.

E. ADA, FHA and OSHA Legal Expense Reimbursement

We will reimburse you, upon written request made by you during the **policy period**, for legal fees and expenses up to a total of \$25,000 for the **policy period** in responding to each regulatory or administrative action brought directly against the Insured during the **policy period** by a government agency under the Americans with Disabilities Act of 1990 (ADA), the Fair Housing Act (FHA) or the Occupational Safety and Health Act (OSHA) provided that:

- a. the regulatory or administrative action arises out of the performance of **professional services** rendered on or after the **retroactive date**; and
- b. is first reported to us during the **policy period**.

After we have paid \$25,000 under this provision, any additional amounts we agree to pay will be treated as **claim expenses** and will be subject to the deductible for the **policy period** in which the action was first commenced. This supplemental payment does not amend Section **III. EXCLUSIONS**, Paragraph **C**.

We will not be responsible for the payment of any fines, penalties or costs assessed against an Insured.

F. Disciplinary Proceedings Reimbursement

We will reimburse you, upon written request made by you during the **policy period**, for legal fees and expenses up to a total of \$10,000 for the **policy period**, incurred by the Insured in responding to a disciplinary proceeding brought directly against the Insured during the **policy period**, provided that:

- a. the disciplinary proceeding arises out of charges of professional misconduct solely while performing **professional services** which are rendered on or after the **retroactive date**; and
- b. is first reported to us during the **policy period**.

After we have paid \$10,000 under this provision, any additional amounts we agree to pay will be treated as **claim expenses** and will be subject to the deductible for the **policy period** in which the action was first commenced.

We will not be responsible for the payment of any fines, penalties, or costs assessed against an insured.

G. Crisis Event Expense Reimbursement

We will reimburse you, upon written request made by you during the **policy period**, for reasonable **crisis event expenses** that result from a **crisis event** that first occurs and is reported to us during the **policy period** provided such **crisis event** took place on or after the **retroactive date**. The maximum reimbursement for each **crisis event** will not exceed \$10,000 and the maximum payable for all **crisis events** during the **policy period** shall not exceed \$20,000.

H. Peer Review Reimbursement

We will reimburse you, upon written request made by you during the **policy period**, for one half the cost of a peer review program, conducted during the **policy period**, subject to a maximum of \$2,500 per **policy period** for all such programs conducted by a qualified independent consulting firm or nationally recognized professional society such as the American Institute of Architects or the American Council of Engineering Companies.

I. Network Security Breach

We will reimburse you, upon written request made by you during the **policy period**, for sums that you shall become legally obligated to pay to others because of a **network security breach** that first occurs and is reported to us during the **policy period**, arising out of **professional services** performed on or after the **retroactive date**. Our maximum liability for costs resulting from all **network security breaches** shall not exceed \$100,000 during the **policy period**.

III. EXCLUSIONS

This policy does not apply to:

- A. any **claim** arising out of any dishonest, fraudulent, criminal or malicious act, error or omission committed by or at the direction of any Insured. We shall provide the Insured with a defense of such **claim** unless or until the dishonest, fraudulent, criminal or malicious act, error or omission has been determined by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Criminal proceedings are not covered under this policy under any circumstance.
- B. any **claim** made by an Insured against any other Insured.
- C. any **claim** arising out of any actual or alleged:
 1. interviewing, hiring or refusal to hire;
 2. employment;
 3. termination of employment; or

4. employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination of an applicant or a present or former employee of an Insured.

D. any **claim** made against any Insured by an entity:

1. which is operated, managed or controlled by any Insured;
2. in which the Insured has a collective ownership interest in excess of 50%;
3. in which any Insured is an officer or director; or
4. which wholly or partly owns, operates or manages any Insured.

E. any obligation under any employer's liability law, unemployment compensation law, workers' compensation law, disability benefits law or similar laws.

F. any **claim** based upon or arising out of express warranties or guarantees; however, this exclusion does not apply to any guarantee that the Insured's **professional services** conform with the generally accepted standard of care applicable to that **professional service**.

This exclusion shall not apply to **claims** arising out of meeting, or failing to meet, sustainability requirements in the performance of **professional services**. Sustainability means taking into consideration environmentally responsible design alternatives consistent with a client's program, schedule and budget as a LEED accredited professional or Green Globe certified professional or any other design professional society recognized by an accredited organization.

G. liability of others assumed by the Insured under any contract or agreement. This exclusion does not apply to liability for **damages** that the Insured would have in the absence of such contract or agreement.

This exclusion shall not apply to your contractually assumed obligation to reimburse any person or entity for their reasonable costs of defense pursuant to an indemnity or hold harmless provision in the Insured's written contract for **professional services**, as long as such obligation is limited in the contract to the portion of such costs equal to the percentage of the Insured's liability as ultimately determined to be caused by the **wrongful act** of the Insured using principles to determine fault as legally recognized by a court of competent jurisdiction. This exception to the exclusion shall not apply to any contractually assumed obligation to provide an immediate defense to a client prior to the ultimate determination of fault. Pursuant to this provision, any such requests for defense reimbursement must be submitted for our consideration in writing by you during the **policy period**. We, at our sole discretion, may provide a direct joint defense of you and your client as long as you and your client agree in writing to such direct joint defense by our appointed counsel.

H. any **claim** arising out of the cost to repair or replace faulty workmanship performed by any Insured on construction, erection, fabrication, installation, assembly, manufacture or remediation including any materials, parts or equipment furnished in connection therewith.

I. any **claim** arising out of the design or manufacture of any goods or products which are sold or supplied by or on behalf of the Insured, including any mass produced software developed for resale or licensing. This exclusion does not apply to software sold or supplied by the Insured to its client in connection with the Insured's provision of **professional services** for that client.

J. any **claim** arising out of **bodily injury** to any Insured.

K. any **claim** arising out of nuclear projects, nuclear reaction, radiation or radioactive contamination or any consequence thereof, regardless of cause.

L. any **claim** arising from the Insured's ownership, rental, leasing, operation, maintenance, use or repair of any real or personal property, including **property damage** to property owned by, occupied by, rented or leased by or to the Insured

M. any **claim** arising from the Insured's ownership, maintenance, operation, use, loading or unloading, by or on behalf of an Insured, or at the direction of an Insured of watercraft, aircraft, motor vehicles, automobiles or mobile

vehicles of any kind, including drones. This exclusion shall not apply, however, to the data collected from the use of such vehicle(s) by an Insured, provided the data is obtained as part of the Insured's **professional services**.

IV. WHO IS AN INSURED

A. The **Named Insured** is an Insured.

B. Each of the following is also an Insured:

1. any Additional Insured named in the Declarations or otherwise endorsed onto this policy;
2. any past or present officer, director, partner, stockholder, member, manager, **independent contractor**, or employee of you or any Additional Insured named in the Declarations or any endorsement solely while acting on behalf of you or any Additional Insured named in the Declarations or any endorsement and within the scope of his or her duties as such;
3. the heirs, executors, administrators and legal representatives of an Insured as defined in paragraphs A., B. 1. and B. 2. above, in the event of an Insured's death, incapacity or bankruptcy, but only to the extent the liability of such Insured is covered under this policy;
4. all joint ventures entered into, but only for legal liabilities arising out of **wrongful acts** committed or **pollution incidents** caused by you or an Additional Insured named in the Declarations or any endorsement as a participant in a joint venture. We will not afford coverage to the joint venture itself or any other entity that is a part of such joint venture;
5. a retired officer, director, partner, stockholder, member, manager, or employee of you or any Additional Insured named in the Declarations or any endorsement while acting within the scope of their duties as a consultant for you or any Additional Insured named in the Declarations or any endorsement;
6. any entity newly formed or acquired by you during the **policy period** in which you own more than 50% of the issued and outstanding voting stock, either directly or indirectly. However,
 - a. we will only provide coverage for **claims** arising from **wrongful acts** committed or **pollution incidents** taking place on or after the date of formation or acquisition; and
 - b. this coverage will expire ninety (90) days after the formation or acquisition or the end of the **policy period**, whichever is earlier.

For coverage to continue beyond the ninety (90) days, the following conditions apply:

- i. No later than ninety (90) days after the effective date of the newly formed or acquired entity, you must provide us with all information we may require;
 - ii. You accept any special terms, conditions, exclusions or additional premium charges that we may require;
 - iii. No board member, director, executive officer, partner, managing member, principal, general counsel, or risk manager of the newly formed or acquired entity knew of or could have reasonably foreseen that a claim might be made; and
 - iv. We agree to provide such coverage;
7. a spouse or legally recognized domestic partner of any Insured, but only for **claims** arising out of their status as such, including where the **claim** seeks an award or **damages** from marital community property, jointly held property, or property transferred from an Insured to their spouse or legally recognized domestic partner.

V. DEFINITIONS

A. “Application” means:

1. any **application**, renewal **application**, or supplemental **application** published by us for your use in applying for this policy, in our possession with an Insured’s legal, dated signature and any other written information furnished to us by you in applying for this policy;
2. any other **application** or copy of an **application**, used by you to apply for this coverage, in our possession with an Insured’s legal, dated signature and any other written information furnished to us by you in applying for this policy; and
3. if this policy is a renewal or replacement of any previous policy or policies issued by us, all **applications** provided to us by you for the purpose of applying for those policies.

B. “Bodily injury” means mental or emotional distress, bodily harm, sickness or disease, including death, sustained by a person.

C. “Claim” means a demand received by an Insured seeking money, **damages** and/or **professional services** alleging a **wrongful act** committed or **pollution incident** caused by you or a person or entity for whom you are legally liable.

D. “Claim expenses” means:

1. fees, costs and expenses charged by any attorney consented to or designated by us to defend the Insured against a **claim**;
2. all other fees, costs and expenses resulting from the investigation, discovery, adjustment, defense, settlement or appeal of a **claim** as authorized by us;
3. premiums for bonds required as a result of a covered **claim**, including bonds to release attachments, but only for bond amounts not exceeding the applicable limit of liability. However, we have no obligation to apply for or furnish any such bonds; and
4. all costs assessed against the Insured in any **claim** defended by us.

However, **claim expenses** do not include salaries, overhead, wages or benefit expenses of any of our employees.

E. “Computer system” means electronic, wireless, web or similar systems (including all hardware and software) used to process data or information in an analog, digital, electronic or wireless format including computer programs, electronic data, operating systems, computer network, firmware, servers, websites, extranet, and all processing, storage and online or offline media libraries, music, graphic, entertainment and other content, to the extent that they hold electronic data; however, **computer system** does not include the **Internet**.

F. “Computer virus attack” means, computer instructions placed on a **computer system**, without the owner’s or user’s knowledge or consent, that are designed to harm, impede, corrupt, erase, remove, disrupt or destroy the Computer System or any part of it. **Computer virus attack** includes malicious codes, malware, Trojan horses, worms and time or logic bombs in electronic format.

G. “Contracting services” means providing any actual construction, erection, fabrication, installation, assembly, manufacturer or remediation for others.

H. “Crisis event” means any:

1. death, departure or **total and permanent disability** of a member of the board of managers, director, executive officer, natural person partner or principal of the **Named Insured**;
2. incident of workplace violence that is reported to the appropriate authorities; or

3. an event reported in writing that is published in a newspaper, trade publication or magazine and disseminated to third persons that the **Named Insured** reasonably believes will have a material adverse effect upon the **Named Insured's** reputation. This does not include any such event written or authored by an Insured.

I. "**Crisis event expenses**" means reasonable fees, costs, and expenses incurred by you for consulting services provided by a public relations firm to you in response to a **crisis event**.

J. "**Damages**" means any amount which an Insured becomes obligated to pay for any covered **claim**, including judgments, awards or settlements entered into with our prior knowledge and consent.

Damages do not include:

1. sanctions, fines or penalties, pre-judgement interest or **post-judgement interest**, punitive damages, exemplary damages or treble damages, unless coverage for such punitive damages is required under applicable state law;

2. payment for **professional services**, including the return, withdrawal or reduction of monies paid to the Insured.

K. "**Formal mediation**" means the nonbinding process by which a qualified mediator, mutually selected by the parties involved in the **claim** with our agreement, meets and intercedes with the parties in order to reach a resolution. In order to be considered **formal mediation** under this policy, the process must be of a kind set forth under the mediation rules of the American Arbitration Association. At our sole option, we may recognize any mediation process presented for approval. Litigation and arbitration are not considered to be part of the **formal mediation** process.

L. "**Hacker attack**" means unauthorized use of or gaining access to a **computer system** by a person not authorized to do so in an unauthorized manner.

M. "**Hostile fire**" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

N. "**Independent contractor**" means a temporary or leased individual but solely while acting on behalf of you or any Additional Insured, subject to the terms of their agreement with you or the Additional Insured.

O. "**Internet**" means the worldwide public network of computers as it currently exists or may be manifested in the future that enables the transmission of electronic data between different users; however, **internet** does not include your **computer system**.

P. "**Named Insured**" means the entity or individual named in the Declarations.

Q. "**Network security breach**" means any:

1. Insured's failure to prevent a third party (other than you) from unauthorized access to, use of, or tampering with a **computer system** including:

a. **hacker attack**,

b. **computer virus attack**, or

c. **theft of electronic data**;

2. Insured's unintentional introduction of a **computer virus attack** to a third party **computer system**;

3. Insured's breach of confidence or misuse of any information, which is either confidential or subject to statutory restriction on its use, held on your **computer system**; or

4. Insured's unintentional misdirection of electronic mail or other electronic media.

R. "**Policy period**" means the period of time specified in the Declarations.

- S. **“Pollutants”** means any solid, liquid, gaseous, thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. **Pollutants** does not mean heat, smoke, vapor, soot or fumes from a **hostile fire**.
- T. **“Pollution incident”** means the discharge, dispersal, seepage, migration, release or escape of **pollutants** arising out of your operations or those for whom you are legally liable into or upon land, the atmosphere, or any watercourse or body of water that results in **bodily injury** or **property damage**, provided that the discharge, dispersal, seepage, migration, release or escape of **pollutants** was accidental. However, **pollution incident** does not include:
1. a **pollution incident** at, on, in, or from any property or facilities that were at any time owned or rented by the Insured or by any entity in joint venture with the Insured; or
 2. a **pollution incident** arising out of any cargo, products or materials transported, shipped or delivered via watercraft, aircraft, motor vehicle, automobile, truck or rolling stock to a location beyond the boundaries of a jobsite at which **professional services** are being rendered, including the loading and unloading of such cargo products or materials beyond the boundaries of a jobsite. This exclusion does not apply to the transportation of any samples collected and transported by the insured in the performance of **professional services**.
- U. **“Pre-judgment interest”** means interest added to a verdict, award or judgment by the court, whether or not made part of the verdict, award or judgment.
- V. **“Professional services”** means those services as an architect, engineer, expert witness, land surveyor, landscape architect, construction manager, scientist, technical consultant, interior designer, land planner, golf course designer or as otherwise defined by endorsement to the policy, that the Insured is legally qualified to perform for others.

Professional services also includes customary technology services provided for others in the course of **professional services** described above. Such technology services means the design, development, programming, analysis, training, use, hosting, management, support and maintenance of any software, database or Insured or client’s website. However, such technology services do not include the supplying of technology or electronic products or any services with respect to computer or telecommunications equipment or hardware.

W. **“Property damage”** means:

1. physical injury to or destruction of any tangible property, including the loss of use thereof; or
2. loss of use of tangible property that has not been physically injured or destroyed.

However, **property damage** does not include any loss, cost, expense or obligation asserted against any Insured under the statutory authority of a governmental agency.

- X. **“Retroactive date”** is the date, if any, specified as such in the Declarations and other dates, if any, that are specified as such for the Insured by endorsement to this policy.
- Y. **“Theft of electronic data”** means the unauthorized taking or misuse of information by a third party (other than you) that exists in electronic form, or which is in the course of transmission to or from a mobile or wireless device which is intended to interact with a **computer system**, including account information.
- Z. **“Total and permanent disability”** means that an Insured is wholly prevented from performing **professional services** for a continuous period of ninety (90) days or more and such disability is expected to be ongoing and permanent. **Total and permanent disability** shall not include any condition which results from: intentionally self-inflicted injuries; attempted suicide; or the abuse or misuse of addictive chemical compounds or alcohol.
- AA. **“Wrongful act”** means any actual or alleged negligent act, error or omission arising out of **professional services**.

VI. LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limits of Liability

1. The applicable limit of liability shown in the Declarations is the maximum we will pay regardless of the number of:
 - a. Insureds;
 - b. individuals or entities that make a **claim**; or
 - c. **claims** made.
2. Limit of Liability—Each Claim

The “Limit of Liability—Each Claim” shall apply in excess of the deductible shown in the Declarations. Our liability for each covered **claim** first made during the **policy period** or, if applicable, during an extended claims reporting period, shall not exceed the amount stated in the Declarations for “Limit of Liability—Each Claim.” This limit is the maximum amount we will pay for each covered claim for **damages** or **claim expenses** or both combined.

Two or more covered **claims** arising out of a single **wrongful act** or **pollution incident**, or any series of related **wrongful acts** or **pollution incidents**, will be considered a single **claim**. The single **claim** will be subject to the “Limit of Liability—Each Claim” in effect at the time such **claim** was first made against the Insured. Only one deductible will apply to such single **claim**. If the first of such **claims** is made prior to the effective date of this policy, no coverage shall apply to any subsequent **claims** made during this **policy period** which are based upon the same or related **wrongful act** or **pollution incident**.

3. Limit of Liability—Aggregate

Subject to the “Limit of Liability—Each Claim” provision above, our liability for all **claims** shall not exceed the amount stated in the Declarations as “Limit of Liability—Aggregate.” This limit is the maximum amount we will pay for **damages** or **claim expenses** or both combined for all covered **claims** made during the **policy period** and, if applicable, during an extended claims reporting period.

B. Deductible

1. We shall only be liable for those amounts payable for **damages** or **claim expenses** which are in excess of the “Each Claim” deductible stated in the Declarations. The deductible shall apply separately to each **claim** and shall be borne by you and remain uninsured.
2. In the event that a **claim** covered by this policy is fully and finally resolved through the process of **formal mediation**, the “Each Claim” deductible will be reduced by fifty percent (50%), subject to a maximum reduction of \$25,000.
3. If we successfully settle a **claim** before trial with the use of a Limitation of Liability clause that was contractually agreed to prior to any **wrongful act** or **pollution incident**, the “Each Claim” deductible will be reduced by fifty percent (50%), subject to a maximum reduction of \$25,000. For this provision to apply, the Limitation of Liability clause must be structured as such that the Insured’s liability is limited to either their fee or \$250,000, whichever is less.
4. Under no circumstances will the deductible credits provided for in this section be reduced by more than a total of seventy-five percent (75%) or 25,000, whichever is less.
5. The total of your liability for all deductible payments during the **policy period** will not exceed the Deductible—“Aggregate” stated in the Declarations.

VII. EXTENDED CLAIMS REPORTING PERIOD

A. Optional Extended Claims Reporting Period

1. If this policy is canceled or nonrenewed, you may purchase an Extended Claims Reporting Period Endorsement. This endorsement to the policy, when issued, extends the period of time during which the Insured may report **claims** to us.
2. The Extended Claims Reporting Period Endorsement applies to **claims**:
 - a. arising out of **wrongful acts** first committed or **pollution incidents** which first took place on or after the **retroactive date** and prior to the end of the **policy period**; and
 - b. which are first made against the Insured and reported to us in writing during this extended reporting period.
3. This extended claims reporting period does not otherwise change policy provisions.
4. The following conditions must be met before this option may be exercised:
 - a. this policy was canceled or nonrenewed for reasons other than failure to comply with policy provisions, failure to cooperate with us or material misrepresentation of facts in the **application**; and
 - b. if you are a sole proprietor, when you request to purchase this option your license or right to practice is not revoked, suspended or surrendered by, or at the request of any regulatory authority; and
 - c. we must receive written notice of your intent to purchase the option and the total additional premium due for the Extended Claims Reporting Endorsement no later than sixty (60) days after the end of the **policy period**. The extended claims reporting period will not go into effect unless all premium and deductible amounts previously due and payable to us have been paid in full.

If any of the three conditions given above have not been met, you will not be able to purchase the Extended Claims Reporting Period Endorsement at a later date.

5. The term of this reporting period will be indicated in the Extended Claims Reporting Period Endorsement and will not be less than one year. The premium charged for this endorsement will be in accordance with the rules, rates and rating plans we have in effect at the inception of the current **policy period**.
6. The entire premium for the Extended Claims Reporting Period Endorsement will be fully earned when paid and in the event that you terminate this endorsement we will not return any portion of the premium.
7. If you are a sole proprietor at least fifty-eight (58) years old and, during this **policy period**, retire from the practice of providing **professional services** insured by this policy and you have been insured by an Architects and Engineers Professional Liability Policy issued by us for seven consecutive years immediately preceding your retirement, we will, subject to conditions 4.a.b. and c. above, issue an Extended Claims Reporting Period Endorsement without charge.
8. Upon your request and subject to full compliance with the conditions outlined in this provision, at our sole discretion, an additional Extended Claims Reporting Period Endorsements may be provided once the original Extended Claims Reporting Period has expired.

B. Death or Disability Extended Claims Reporting Period

1. If during the **policy period** any Insured dies from a cause other than suicide or becomes **totally and permanently disabled**, an Extended Claims Reporting Period is provided until the executor or administrator is discharged or until the disability ends. However, the Death or Disability Extended Claims Reporting Period will never be longer than seven years from the date of death or disability. No additional premium will be charged for this coverage, nor will any premium be refunded.
2. In the event of death, the Insured's estate must, no later than sixty (60) days after the end of this **policy period**, provide us with written notice that the Extended Claims Reporting Period is desired. This notice must include written proof of the date of death.

3. In the event of **total and permanent disability**, the Insured or the Insured's legal guardian must, no later than sixty (60) days after the end of this **policy period**, provide us with written notice that the Extended Claims Reporting Period is desired. This notice must include written proof of the **total and permanent disability**, including the date the disability began, certified by the attending physician. The Insured agrees to submit to medical examination(s) by any physician(s) designated by us, if requested.
4. This Extended Claims Reporting Period does not otherwise change policy provisions.

VIII. CONDITIONS

A. Insured's Duties in the Event of a Claim

In the event of a **claim**, the Insured must do the following:

1. When a **claim** is made within the **policy period**, the Insured must give prompt written notice to us, but in no event later than sixty (60) days after the end of the **policy period** or, if applicable, during an Extended Claims Reporting Period. Such written notice shall include every demand, notice, summons, or any other applicable information received by the Insured or the Insured's representative.
2. The Insured must not make any payment, admit any liability, settle any **claim** or assume any obligation without prior consent from us. We will not reimburse the Insured for any expenses or payments incurred without our prior approval.
3. If the Insured has the right to either accept or reject the arbitration of any **claim**, the Insured will exercise such right only with our written consent.
4. The Insured must cooperate with and provide all relevant information to us with respect to any **claim**. We may require that the Insured submit to examination or questioning, or attend hearings, depositions and trials. In the course of investigation or defense, we may require written statements or the Insured's attendance at meetings with us. The Insured must assist us in effecting settlement, securing and providing evidence and obtaining the attendance of witnesses, all without charge to us.
5. The Insured must do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment that may be available to the Insured.

B. Reporting Potential Claims

If during the **policy period**, the Insured first becomes aware of a potential **claim** arising from a **wrongful act** or **pollution incident**, such potential **claim** must be reported to us. The notice of the potential **claim** must be reported to us as soon as practicable during the **policy period**.

The notice of the potential **claim** must include the following:

1. the potential claimant's name and address;
2. a description of the **professional services** provided or that are alleged should have been provided;
3. an explanation as to why the Insured believes the **claim** may be made and the date that the Insured first became aware of such possible **claim**; and
4. an explanation of the type of **claim** that is anticipated.

Any **claim** that may subsequently be made against the Insured arising out of that **wrongful act** or **pollution incident** will be deemed, for purposes of this insurance, to have been made on the date we first received such notice.

C. Innocent Insured Protection

If coverage under this policy would not apply because of Section III. **EXCLUSIONS**, Paragraph A., we will cover any Insured who did not commit, participate in, acquiesce in or fail to take appropriate action after having personal knowledge of such dishonest, fraudulent, criminal or malicious act, error or omission.

D. Subrogation

If the Insured has rights to recover all or part of any payment for **damages** or **claim expenses** which we made under this policy, those rights are transferred to us to the extent that we have made payment on the Insured's behalf. The Insured must do whatever is necessary to secure such rights and do nothing to impair them. Any amount recovered shall first be applied to reduce our loss or, if applicable, as directed by law.

We hereby waive subrogation rights against a client to the extent that the Insured had, prior to a **wrongful act, pollution incident** or potential claim, a written agreement to waive such rights against the client.

E. Other Insurance

This insurance will be excess over any other insurance, including but not limited to project specific insurance, which also provides coverage for any **claim**. However, any insurance specifically arranged by you to apply in excess of this insurance shall not be deemed other insurance.

F. Premium

The first **Named Insured** shall pay us the premium stated in the Declarations.

G. Liberalization Clause

If during this **policy period** we implement revised non-optional terms for our Architects & Engineers Professional Liability and Pollution Liability Insurance policy form which broaden coverage for no additional premium, the revised terms will also apply to this policy. The new terms will be effective on the date that the appropriate regulatory authority grants approval of the revised terms. The revised terms will apply only to **claims** first made or potential **claims** that the Insured became aware of on or after the date regulatory approval is granted.

H. Policy Changes

The terms and conditions of this policy cannot be waived or amended except by specific written endorsement issued by us and made a part of this policy.

I. Assignment of the Insured's Interest

Your interests under this policy may not be assigned to any other person or organization without our written consent.

J. Cancellation

1. You may cancel this policy by returning the policy to us or by mailing written notice to us stating when thereafter such cancellation shall be effective. If you cancel, the refund will be ninety percent (90%) of the unearned premium.
2. We may cancel this policy by sending written notice to you, at the address last known to us. We will provide written notice at least sixty (60) days before cancellation is to be effective. However, you will only be entitled to ten (10) days' notice if we cancel because the premium has not been paid when due. If we cancel, earned premium will be computed on a pro rata basis. The mailing of any notice of cancellation will be sufficient proof of notice.
3. Upon cancellation of this policy, the end of this **policy period** will be changed to the effective date of cancellation. Unearned premium will be returned by us as soon as practicable, but return of unearned premium is not a condition of cancellation.

K. Bankruptcy

Bankruptcy or insolvency of any Insured or any Insured's estate shall not relieve us of our obligation under this policy.

L. Application

The statements in the **application** are representations of the Insured and are deemed material to the underwriting and acceptance of coverage by us. This policy is issued in reliance on the accuracy of such representations.

M. Action Against Us

No Insured or anyone else may bring any legal action against us concerning this policy until:

1. there has been full compliance with all the terms and conditions of this policy; and
2. the amount of **damages** has been determined by:
 - a. final judgment against the Insured after trial, if the time to appeal such judgment has expired without an appeal being taken, or if an appeal is taken, after the appeal has been determined; or
 - b. settlement of the **claim** in accordance with the terms and conditions of this policy.

N. Waiver of Terms

In the event we do not insist on strict compliance with any of the terms, provisions or conditions of coverage under this policy, or if we do not exercise our rights or privileges thereto, our actions shall neither operate nor be construed as a waiver of our right to enforce any term, provision or condition of coverage.

O. Economic and Trade Sanctions

Any payment under this Policy shall only be made in full compliance with all U.S.A economic or trade sanctions or other laws or regulations, including sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Exhibit 7

Identification of Subconsultants

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

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

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

Bid/RFP/RFQ No.: 2138-10282	Date: 2/1/2022
Total Bid or Proposal Amount: \$ TBD	Contract Title: Various Design Engineering Services
Contractor: Singh & Associates, Inc	Subcontractor/Supplier/ Subconsultant to be Burns & McDonnell Engineering Company, Inc. added or substitute:
Authorized Contact for Contractor: Harvind K. Singh	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Tom McCay
Email Address (Contractor): hkaur@singhinc.com	Email Address (Subcontractor): tmccay@burnsmcd.com
Company Address (Contractor): 230 West Monroe, Suite 1400	Company Address (Subcontractor): 200 W. Adams Street, Suite 2700
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60606
Telephone and Fax (Contractor): 312.629.0240	Telephone and Fax (Subcontractor): 312.223.0920
Estimated Start and Completion Dates (Contractor): 2022-2025	Estimated Start and Completion Dates (Subcontractor): 2022-2025

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>
Structural Engineering, Civil Engineering, QAQC	TBD

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

Contractor

Singh & Associates, Inc

Name

Harvind K. Singh

Title



2/1/2022

Prime Contractor Signature

Date

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

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

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

Bid/RFP/RFQ No.: 2138-10282	Date: 2/3/2022
Total Bid or Proposal Amount: \$ TBD	Contract Title: Various Design Engineering Services
Contractor: Singh & Associates, Inc	Subcontractor/Supplier/ Subconsultant to be added or substitute: Wight & Company
Authorized Contact for Contractor: Harvind K. Singh	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Griselda Monsivais
Email Address (Contractor): hkaur@singhinc.com	Email Address (Subcontractor): gmonsivais@wightco.com
Company Address (Contractor): 230 West Monroe, Suite 1400	Company Address (Subcontractor): 2500 North Frontage Road
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Darien, IL 60561
Telephone and Fax (Contractor) 312.629.0240	Telephone and Fax (Subcontractor) 630.739.6985
Estimated Start and Completion Dates (Contractor) 2022-2025	Estimated Start and Completion Dates (Subcontractor) 2022-2025

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>
Drainage + Environmental Services	TBD

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

Contractor

Singh & Associates, Inc

Name

Harvind K. Singh

Title



2/3/2022

Prime Contractor Signature

Date

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

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

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

Bid/RFP/RFQ No.: 2138-10282	Date: 2/3/2022
Total Bid or Proposal Amount: \$ TBD	Contract Title: Various Design Engineering Services
Contractor: Singh & Associates, Inc	Subcontractor/Supplier/ Subconsultant to be added or substitute: Wang Engineering, Inc.
Authorized Contact for Contractor: Harvind K. Singh	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Paul Wang
Email Address (Contractor): hkaur@singhinc.com	Email Address (Subcontractor): pwang@wangeng.com
Company Address (Contractor): 230 West Monroe, Suite 1400	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) 312.629.0240	Telephone and Fax (Subcontractor) 630.953.9928
Estimated Start and Completion Dates (Contractor) 2022-2025	Estimated Start and Completion Dates (Subcontractor) 2022-2025

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>
Geotechnical	TBD

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

Contractor

Singh & Associates, Inc

Name

Harvind K. Singh

Title



2/3/2022

Prime Contractor Signature

Date

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

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

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

Bid/RFP/RFQ No.: 2138-10282	Date: 2/3/2022
Total Bid or Proposal Amount: \$ TBD	Contract Title: Various Design Engineering Services
Contractor: Singh & Associates, Inc	Subcontractor/Supplier/ Subconsultant to be added or substitute: Blue Daring
Authorized Contact for Contractor: Harvind K. Singh	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Melissa Ballate
Email Address (Contractor): hkaur@singhinc.com	Email Address (Subcontractor): mb@bluedaring.com
Company Address (Contractor): 230 West Monroe, Suite 1400	Company Address (Subcontractor): 688 N. Milwaukee Avenue, Suite 304
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60642
Telephone and Fax (Contractor) 312.629.0240	Telephone and Fax (Subcontractor) 312.243.8700
Estimated Start and Completion Dates (Contractor) 2022-2025	Estimated Start and Completion Dates (Subcontractor) 2022-2025

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>
Public Involvement	TBD

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

Contractor

Singh & Associates, Inc

Name

Harvind K. Singh

Title



2/3/2022

Prime Contractor Signature

Date

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

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

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

Bid/RFP/RFQ No.: 2138-10282	Date: 2/3/2022
Total Bid or Proposal Amount: \$ TBD	Contract Title: Various Design Engineering Services
Contractor: Singh & Associates, Inc	Subcontractor/Supplier/ Subconsultant to be added or substitute: Sanchez & Associates, P.C.
Authorized Contact for Contractor: Harvind K. Singh	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Gerardo P. Sanchez
Email Address (Contractor): hkaur@singhinc.com	Email Address (Subcontractor): gpsanchez@sanchezsurveying.com
Company Address (Contractor): 230 West Monroe, Suite 1400	Company Address (Subcontractor): 8604 W. Catalpa Avenue, Suite 912
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60656
Telephone and Fax (Contractor) 312.629.0240	Telephone and Fax (Subcontractor) 773.444.0144
Estimated Start and Completion Dates (Contractor) 2022-2025	Estimated Start and Completion Dates (Subcontractor) 2022-2025

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>
Survey Services	TBD

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

Contractor

Singh & Associates, Inc

Name

Harvind K. Singh

Title

2/3/2022

Prime Contractor Signature

Date

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

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

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

Bid/RFP/RFQ No.: 2138-10282	Date: 2/3/2022
Total Bid or Proposal Amount: \$ TBD	Contract Title: Various Design Engineering Services
Contractor: Singh & Associates, Inc	Subcontractor/Supplier/ Subconsultant to be added or substitute: Civiltech Engineering, Inc.
Authorized Contact for Contractor: Harvind K. Singh	Authorized Contact for Subcontractor/Supplier/ Subconsultant: David White
Email Address (Contractor): hkaur@singhinc.com	Email Address (Subcontractor): DWhite@civiltechinc.com
Company Address (Contractor): 230 West Monroe, Suite 1400	Company Address (Subcontractor): 30 N. LaSalle Street, Suite 3220
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60602
Telephone and Fax (Contractor): 312.629.0240	Telephone and Fax (Subcontractor): 312.726.5910
Estimated Start and Completion Dates (Contractor): 2022-2025	Estimated Start and Completion Dates (Subcontractor): 2022-2025

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>
Land Acquisition + Appraisal	TBD

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

Contractor

Singh & Associates, Inc

Name

Harvind K. Singh

Title

2/3/2022

Prime Contractor Signature

Date

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

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

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

Bid/RFP/RFQ No.: 2138-10282	Date: 2/3/2022
Total Bid or Proposal Amount: \$ TBD	Contract Title: Various Design Engineering Services
Contractor: Singh & Associates, Inc	Subcontractor/Supplier/ Subconsultant to be added or substitute: T Engineering Service, Ltd.
Authorized Contact for Contractor: Harvind K. Singh	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Keith Tadrowski
Email Address (Contractor): hkaur@singhinc.com	Email Address (Subcontractor): ktadrowski@engineering.net
Company Address (Contractor): 230 West Monroe, Suite 1400	Company Address (Subcontractor): 3500 W. Peterson Avenue, Suite 202
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60659
Telephone and Fax (Contractor): 312.629.0240	Telephone and Fax (Subcontractor): 773.866.9750
Estimated Start and Completion Dates (Contractor): 2022-2025	Estimated Start and Completion Dates (Subcontractor): 2022-2025

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>
Land Acquisition - Appraisal + Review Appraisal	TBD

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

Contractor

Singh & Associates, Inc

Name

Harvind K. Singh

Title

2/3/2022

Prime Contractor Signature

Date

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

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

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

Bid/RFP/RFQ No.: 2138-10282	Date: 2/3/2022
Total Bid or Proposal Amount: \$ TBD	Contract Title: Various Design Engineering Services
Contractor: Singh & Associates, Inc	Subcontractor/Supplier/ Subconsultant to be added or substitute: Santacruz Associates Ltd.
Authorized Contact for Contractor: Harvind K. Singh	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Javier Steve Santacruz
Email Address (Contractor): hkaur@singhinc.com	Email Address (Subcontractor): javier@santacruz-associates.com
Company Address (Contractor): 230 West Monroe, Suite 1400	Company Address (Subcontractor): 222 Northfield Road, Suite 201
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Northfield, IL 60093
Telephone and Fax (Contractor): 312.629.0240	Telephone and Fax (Subcontractor): 847.868.9620
Estimated Start and Completion Dates (Contractor): 2022-2025	Estimated Start and Completion Dates (Subcontractor): 2022-2025

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>
Land Acquisition - Negotiation	TBD

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

Contractor

Singh & Associates, Inc

Name

Harvind K. Singh

Title

2/3/2022

Prime Contractor Signature

Date

Exhibit 8

Certification for Consulting or Auditing Services



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

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

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

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

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

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

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

SECTION 1: CONTRACTOR’S INFORMATION

COMPANY NAME: Singh + Associates, Inc.

ADDRESS: 230 W. Monroe Street, Suite 1400

TELEPHONE: 312.629.0240

CONTACT NAME: Harvind K. Singh

CONTACT EMAIL: hkaur@singhinc.com

SECTION 2: AFFILIATE INFORMATION

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

AFFILIATE 1: N/A

AFFILIATE 2: N/A

AFFILIATE 3: N/A

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: 2138-10282
- b. The Contractor is providing the following type of Services: Auditing or Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:
Department of Transportation and Highways
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? Yes or No
If yes, please state the other Contract Number(s) and the Nature of Services.
N/A

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

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

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

The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.
- b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.
- c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.



Signature

Harvind K. Singh

Name (Type or Print)

President

Title

2/3/22

Date

Exhibit 9

Economic Disclosure Statement and Execution Document

CONTRACT #: 2138-10282

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

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document (“EDS”) is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

CONTRACT #: 2138-10282

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

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

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

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

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

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

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

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

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

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

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

CONTRACT #: 2138-10282

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).

CONTRACT #: 2138-10282

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United 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
NA	

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

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

a) Is Applicant a "Local Business" as defined above?
Yes: No:

b) If yes, list business addresses within Cook County:
230 W. Monroe St., Suite 1400, Chicago, IL 60606

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
Yes: No:

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

CONTRACT #: 2138-10282

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

NA

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.

CONTRACT #: 2138-10282

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Singh & Associates, Inc.

D/B/A: _____ FEIN # Only: 36-3580306

Street Address: 230 W. Monroe Street, Suite 1400

City: Chicago State: Illinois Zip Code: 60606

Phone No.: 312.629.0240 Fax Number: _____ Email: hkaur@singhinc.com

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) _____

CONTRACT #: 2138-10282

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
Harvind K. Singh	3440 Lake Knoll Drive, Northbrook, IL 60062	94%

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
NA		

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

Name	Address	Percentage of Beneficial Interest	Relationship
NA			

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
Harvind K. Singh	3440 Lake Knoll Drive, Northbrook, IL 60062	President/Secretary/Treasurer	indefinite until amended

Declaration (check the applicable box):

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

CONTRACT #: 2138-10282

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Harvind K. Singh
Name of Authorized Applicant/Holder Representative (please print or type)
[Signature]
Signature
hkaur@singhinc.com
E-mail address

President
Title
2/8/2022
Date
312.629.0240
Phone Number

Subscribed to and sworn before me
this 8th day of Feb, 2022

X *[Signature]*
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"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

CONTRACT #: 2138-10282

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

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

Name of Person Doing Business with the County: Singh & Associates, Inc.

Address of Person Doing Business with the County: 230 W. Monroe Street, Suite 1400, Chicago, IL 60606

Phone number of Person Doing Business with the County: 312.629.0240

Email address of Person Doing Business with the County: hkaur@singhinc.com

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

Harvind K. Singh | President | 230 W. Monroe St., Ste, 1400, Chicago, IL 60606 | hkaur@singhinc.com | 847.770.1829

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

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

RFQ No. 2138-10282 Design Engineering Services Various Various (Task Order) Contracts

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ Not disclosed in RFQ \$5M

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: _____

Michael Schieve, Senior Contract Negotiator

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: _____

Department of Transportation and Highways Noel Basquin, Design Chief

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.

X 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.

CONTRACT #: 2138-10282

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

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

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

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

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

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

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

CONTRACT #: 2138-10282

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

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

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

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

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



Signature of Recipient

February 8, 2022

Date

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

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SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: RFQ No. 2138-10282


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

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Singh & Associates, Inc.


Substantial Owner Complete Name: Harvind K. Singh

FEIN# 36-3580306

 E-mail address: hkaur@singhinc.com

Street Address: 230 W. Monroe Street, Suite 1400

City: Chicago State: IL Zip: 60606



III. Compliance with Wage Laws:

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

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*
- No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

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

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IV. Request for Waiver or Reduction

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

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

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

V. Affirmation

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

Signature: _____ Date: 2/8/2022

Name of Person signing (Print): Harvind K. Singh Title: President

Subscribed and sworn to before me this 8th day of February, 2022

X _____
Notary Public Signature



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


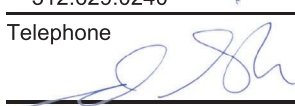
CONTRACT #: 2138-10282

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

Execution by Corporation

<u>Singh & Associates, Inc.</u> Corporation's Name	 _____ President's Printed Name and Signature
<u>312.629.0240</u> Telephone	<u>hkaur@singhinc.com</u> Email
 _____ Secretary Signature	<u>2/8/22</u> Date

Execution by LLC

_____ LLC Name	_____ *Member/Manager Printed Name and Signature
_____ Date	_____ Telephone and Email

Execution by Partnership/Joint Venture

_____ Partnership/Joint Venture Name	_____ *Partner/Joint Venturer Printed Name and Signature
_____ Date	_____ Telephone and Email

Execution by Sole Proprietorship

_____ Printed Name Signature	_____ Assumed Name (if applicable)
_____ Date	_____ Telephone and Email

Subscribed and sworn to before me this
8th day of February, 20 22.



Notary Public Signature

My commission expires August 7, 2023


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.

