

PROFESSIONAL SERVICES AGREEMENT

Design Engineering Services For the Butler Drive Reconstruction

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

AND

STV INCORPORATED

Contract No. 2238-10073

Section No. 22-BUTDR-00-PV Purchase

Order No. 70000380463

FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 2	Scope of Services
Exhibit 3	Key Personnel
Exhibit 4	Schedule of Compensation
Exhibit 5	Disadvantage Business Enterprise Commitment
Exhibit 6	Evidence of Insurance
Exhibit 7	Identification of Subconsultants
Exhibit 8	Economic Disclosure Statement and Execution Document

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” and d’Escoto, Inc., doing business as a Corporation of the State of Illinois hereinafter referred to as “Consultant”, pursuant to authorization by the Cook County Board of Commissioners on **TBD**, as evidenced by Board Authorization letter attached hereto as EXHIBIT “1”.

BACKGROUND

The County of Cook issued a Request for Qualifications “RFQ” for Design Engineering Services for the Butler Drive Reconstruction. 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 Owned Business Enterprise Commitment
Exhibit 6	Evidence of Insurance
Exhibit 7	Identification of Subconsultants
Exhibit 8	Economic Disclosure Statement and Execution Document

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

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

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

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

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

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

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

d) Personnel

i) Adequate Staffing

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

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

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

e) **Disadvantage Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the disadvantage's business enterprise commitment requirements of the Cook County Ordinance, 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 are a part of this Agreement, in Form 1 & 2 of the DBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize disadvantage's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 & 2 of the DBE Utilization Plan.

f) Insurance

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

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

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

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

Coverages

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

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

(b) Commercial General Liability Insurance

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

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

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;

(4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

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

(d) **Excess/Umbrella Liability**

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

Each Occurrence: \$2,000,000

(e) **Professional Liability (Errors & Omissions)**

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

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

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

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

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

~~(h) **Railroad Protective Liability Insurance**~~

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

(i) **Network Security & Privacy Liability (Cyber)**

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

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies. If any such policy is written on a claims-made form:

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

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management.

(b) **Insurance Notices**

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

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

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

(c) **Waiver of Subrogation Endorsements**

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

g) Indemnification

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

h) Confidentiality and Ownership of Documents

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

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

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

requirement may be deemed a material breach of the Contract. This requirement will survive expiration or termination of this Contract. i) Patents, Copyrights and Licenses

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

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

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

j) Examination of Records and Audits

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

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

Contract.

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

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

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

k) Subcontracting or Assignment of Contract or Contract Funds

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

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the

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

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

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

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

l) Professional Social Services

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

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental

health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on January 6, 2025 ("**Effective Date**") and continue until September 5, 2026 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

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

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

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

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

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

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

c) Funding

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

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

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

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County

and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

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

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

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

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

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the

compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

- (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

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

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the

Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

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

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

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

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

c) Early Termination

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

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

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

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

d) Suspension

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

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

e) Right to Offset

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

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

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

f) Delays

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

g) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

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

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Contract Amendments**

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

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

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

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

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Consultant

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

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

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

j) Governmental Joint Purchasing Agreement

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

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

k) Comparable Government Procurement

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

l) Force Majeure

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

m) Federal Clauses

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

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

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

2. False or Fraudulent Statements and Claims

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

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

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

3. Federal Interest in Patents

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

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

4. Federal Interest in Data and Copyrights

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

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

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

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

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

5. Records and Audits

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

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

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

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

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

6. Environmental Requirements

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

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

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

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

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

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

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

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

7. No Exclusionary or Discriminatory Specifications

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

8. No Federal Government Obligations to Third Parties

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

9. Allowable Costs

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

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

10. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

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

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

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

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

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

11. Contract Work Hours and Safety Standards Act

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

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

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

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

12. Copyright Ownership

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

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

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

13. Visual Rights Act Waiver

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

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

14. Equal Employment Opportunity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Rights to Inventions Made Under a Contract or Agreement

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

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

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

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

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

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

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

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

ARTICLE 11) NOTICES

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

If to the County: Cook County Office Building
 Department of Transportation and Highways
 69 West Washington Street, Suite 2400
 Chicago, Illinois 60602
 Contract No. 2238-10073
 Attention: Superintendent

and

Office of the Chief Procurement Officer
161 North Clark Street, Suite 2300
Chicago, Illinois 60602
Contract No. 2238-10073
Attention: Cook County Chief Procurement Officer

If to Consultant: STV, Incorporated.
200 West Monroe Street, Suite 1650
Chicago, Illinois 60606
Contract No. 2238-10073
Attention: George Gorrill, Vice President

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

SECTION NUMBER: 22-BUTDR-00-PV

BUTLER DRIVE RECONSTRUCTION CHICAGO COOK COUNTY

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

CONSULTANT SCOPE OF SERVICES

Cook County Department of Transportation and Highways, hereafter referred to as the **DEPARTMENT**, has initiated a project for the Illinois International Port Authority, hereafter referred to as the **PORT**, requiring professional engineering services by STV, Inc., hereafter referred to as the **ENGINEER** for a Design Engineering Services (Phase II) contract.

UNDERSTANDING OF THE PROJECT

To determine the level of effort required to develop final plans, specifications, and estimates for contract letting the **ENGINEER** will evaluate existing contract documents for CCDOTH Contract No. **2238-10073**, which consists of pavement rehabilitation, drainage improvements, retaining wall reconstruction and upgrading roadway features to meet design standards to Butler Drive from Doty Avenue to Stony Island Avenue and to Stony Island Avenue from Butler Drive to 130th Street. No design activities are being conducted at this time.

Design Vehicle. The following design vehicles will be used for permanent design and maintenance of traffic operations:

- Butler Drive: WB-55
- Stony Island Avenue: WB-55

Maintenance & Jurisdiction. Butler Drive and Stony Island Avenue from the guardhouse to Butler Drive are located in Lake Calumet Port in the City of Chicago and under the jurisdiction of the Illinois International Port District (IIPD). Stony Island from south of the guardhouse to 130th Street, Doty Avenue and 130th Street are under the jurisdiction of the City of Chicago.

Roadway Functional Class. The **DEPARTMENT** functional class for the roadway is Local Road or Street. The average daily traffic of Butler Drive and Stony Island Avenue is 473 (2020). The average daily traffic of 130th Street is 26,500 (2020). The average daily traffic of Doty Avenue is 1300 (2018).

Drainage. The drainage analysis limits extended beyond the limits of construction to capture, and address identified drainage concerns for the watershed within the site's footprint. The drainage concerns consist primarily of water ponding along Butler Drive. Phase I identified and evaluated three (3) sensitive outlets; listed below. Additionally, a pump station report was prepared for the outlet into Lake Calumet.

- Outlet #1: Discharge to Lake Calumet via an existing 54-inch culvert
- Outlet #2: Pump Station Outfall to Lake Calumet
- Outlet #3: Outlet to Stony Island Avenue Storm Sewer

Design Criteria.

- General
 - Cook County Highway Department Standard Drawings
 - IDOT Bureau of Local Roads & Streets Manual
 - IDOT Highway Standards
 - IDOT District One Details
 - AREMA Manual for Railway Engineering (MRE)
- Drainage
 - Bulletin 75 Rainfall data.
 - IDOT Drainage Manual
 - CCDOTH requirements for standard pipe sizes and proposed ditches
 - Storm sewers: 10-year Design and 50-year Hydraulic Grade Line check
 - 15-inch minimum storm sewer size for County ROW
 - 50-year Ditch Design
- Geotechnical
 - IDOT Geotechnical Manual (2020)
- Pavement Marking, Signing, and Traffic Signals
 - FHWA Manual on Uniform Traffic Control Devices (Eleventh Edition)
- Pump Station
 - Hydraulic Institute Standards
 - IDOT Drainage Manual (2011)
 - IDOT District One General Guidelines for Pump Station Design

CADD Environment. All plan sheets will be developed using IDOT's CADD configuration for Bentley's CONNECTED Platform of software. The following software versions will be used for production:

- OpenRoads Designer (ORD 2022 R3) 10.12.02.4
 - Drainage Storm Sewer and Structures
 - Roadway Corridors
- IDOT_CONNECT CADD Environment (10.12.02)

Sheet Layout. All plan sheets will be single plan 50 scale sheets. A maximum of 1300 feet will be shown on each sheet. Sheet legends and notes will be shown on the right border. Sheet boundaries will be consistent throughout the plan set.

Submittals. All project submittals submitted to the **DEPARTMENT** shall be electronically submitted unless otherwise noted. The **ENGINEER** shall copy the **DEPARTMENT** on all submittals to other agencies. Each deliverable shall be submitted to the **DEPARTMENT & PORT** for review. The schedule should assume the review will be six (6) weeks each. The following is a list of project deliverables:

- Plans, Special Provisions, & Estimates (CADD, Excel, and PDF)
 - Preliminary
 - Pre-Final
 - Final
 - Central Office Submittal
- Geotechnical Reports
 - Structural Geotechnical Report (RGR)
- Pump Station Report

- Environmental & Permitting Coordination
 - United States Army Corp of Engineers (USACE) Permit
 - Illinois Department of Natural Resources/Office of Water (IDNR/OWR) Resources Permit.
 - City of Chicago Department of Water Management Permit
 - City of Chicago Harbor Permit
 - Environmental Survey Request (ESR) Addendum
 - National Pollutant Discharge Elimination System (NPDES) Permit
 - Stormwater Pollution Prevention Plan (SWPPP)
 - BDE Forms 234 and 2342A (Special Provisions)
 - City of Chicago Department of Transportation (OUC) Permit
- Design Quantity Computations and Utility Conflict Chart are to be included with Final submittal

Stakeholders. Coordination is anticipated with the following stakeholders, agencies, and utilities:

- Chicago South Shore & South Bend Railroad
- Chicago Department of Transportation
- Cook County Department of Transportation and Highways
- Federal Highway Administration
- Illinois Department of Transportation District 1
- Illinois International Port District
- Joint Utility Locating Information for Excavators (JULIE)
- Fire districts
- School districts
- Hyde Park Township
- Metropolitan Water Reclamation District (MWRD)
- Illinois Department of Natural Resources (IDNR)
- US Army Corps of Engineers (USACE)
- Port Tenants

Subconsultants. The following subconsultants are anticipated to be used for the following services:

- Ames Engineering, Inc.:
 - Traffic Signals, Lighting, Shed Electrical, Pump Station Electrical
- DB Sterlin Consultants, Inc.
 - Pavement Marking, Signing, ADA Ramp Design, Topographic Survey, Subsurface Utility Investigation and Coordination
- GSG Consultants, Inc.:
 - Geotechnical Subsurface Investigations, Environmental Studies, Pavement Design, Hazardous Waste Assessment
- SE3, LLC:
 - Barrier Warrant Analysis, Erosion & Sediment Control, Landscaping
- Wight & Company
 - Drainage, Pump Station Hydraulics

Schedule. The scope of services in this work order is anticipated to be completed within **X** ,months. A general schedule is noted below.

- Notice to Proceed: November 22, 2024
- Preliminary: May 23, 2025
- Pre-Final: October 3, 2025
- Final: December 20, 2025
- Central Office: January 24, 2026 (May vary depending on letting date)
- Letting: TBD

Summary. The *Scope of Services* includes the following tasks:

1. Data Collection and Review
2. Supplemental Topographic Survey
3. Roadway Plans
4. Railroad Plans
5. Structural Plans
6. Pump Station
7. Special Provisions
8. Estimates
9. PS&E Submittals
10. Environmental & Permitting Items
11. Utility Identification and Coordination
12. Barrier Warrant Analysis and Layout
13. Geotechnical Engineering
14. Quality Assurance / Quality Control (QA/QC)
15. OUC Coordination and Permit Process
16. Phase III Activities
17. Meetings
18. Project Administration and Management
19. Miscellaneous Items

EXCLUSIONS TO THE SCOPE OF SERVICES

The following tasks or items were deemed unnecessary and would be considered as additional services if required:

- ADA curb ramp design at 131st Street intersection
- Hydraulic or Route Survey
- Outside agency project permits not identified in scope
- Public Notices
- OUC coordination effort in excess of what has been proposed in the scope.
- Wetland banking fee
- Wetland Reevaluation
- Detention basin design
- Debris removal or drainage pipe/structure dewatering
- Historic properties photo log
- Pump Station
 - Architectural Plans for Retrofit
 - Modifications to the pump station outlet, or wet well

TASK 1.0 – DATA COLLECTION AND REVIEW

Data collected will be reviewed by the project team for use in design. Any additional information provided from local agencies will be reviewed.

Review Existing Data. Available information from the **DEPARTMENT** (unless otherwise noted) will be obtained and reviewed, including but not limited to:

- Adjacent project plans
- County-based GIS Aerial Photography and survey data
- County shape files
- Current and forecasted rail operations data (e.g., number of trains per day or week, number of cars, etc.)
- Existing maintenance and flooding records
- Existing port and roadway plans
- Existing pump station plans (Job 714-B; June 1, 1955)
- Existing right-of-way
- Existing soil borings and roadway geotechnical reports
- Existing utility data
- Location Drainage Technical Memorandum
- Minor Waterway Analysis Report
- Outside agency project permits
- Phase I Survey Books and Drainage Structure information sheets
- Phase I CADD files
- Phase I Pump Station Report
- Preliminary Environmental Site Assessment (PESA)
- Previous studies
- Project Development Report
- Right of Entry Permits
- Roadway Geotechnical Report
- Soil and geologic reports
- Tree Survey
- Utility atlases and base drawings
- Wetland Delineation Reports

Pump Station Site Visit. **ENGINEER** and **DEPARTMENT** staff will visit the pump station facility to familiarize themselves with the existing equipment and structure to assess existing site issues. These conditions will be documented for the development of the pump station report. Two members from the **ENGINEER**'s staff as well as members of each subconsultant staff will attend. The site visit will be coordinated in advance with the **DEPARTMENT**. A summary of findings will be summarized in a memorandum to the **DEPARTMENT**.

Site Visit. **ENGINEER** and **DEPARTMENT** staff will visit the site to familiarize themselves with the existing topography, above ground utilities and underground markers, and assessment of existing site issues. These conditions will be documented for consideration when developing the scope of roadway and structural improvements. Two members from the **ENGINEER**'s staff as well as members of each subconsultant staff will attend. The site visit will be coordinated in advance with the **DEPARTMENT**. A summary of findings will be summarized in a memorandum to the **DEPARTMENT**.

TASK 2.0 – SUPPLEMENTAL TOPOGRAPHIC SURVEY

Survey will be conducted in accordance with Cook County Department of Transportation and Highways (CCDOH) requirements. All work will be done in English units. Numeric survey codes will be used to collect the data and the CCDOH symbology will be used to create the drawings. Topographic data will be processed using the latest edition of Open Roads Designer and a terrain file will be provided along with the topographic basemap. The collected data in ASCII format will be available to transfer with the project record. The data will include point number, northing, easting, elevation using State Plane coordinates and City of Chicago Datum (CCD) and survey codes for every shot. Since the site has restricted access to the general public, a Right of Entry (ROE) agreement and flagging services from the IIPD will be required. The detailed topographic survey scope is as follows:

2.1 Horizontal and Vertical Control. Re-establish vertical and horizontal control points for supplemental surveys and for reference on Alignment, Ties and Benchmark sheet. Control points will be taken every 300 feet and be established using the NAD83 horizontal adjustment. Swing ties will be provided for the primary set of control points.

2.2 Supplemental Topographic Survey. The **ENGINEER** will review the Phase I survey for completeness. Inconsistencies or missing information associated with the following features will be obtained through a supplemental pick-up survey.

- All surface features including but not limited to edge of pavements, curbs, light poles, power poles, traffic signals, guard rails, fences, buildings, railroad tracks, trees over 6", and miscellaneous roadway appurtenances will be collected.
- Additional railroad survey will be taken at critical points at all special trackwork including points of switch points of frog, last long ties, switch machine footprint, bollards, and edges of existing at-grade crossing surfaces.
- All sewer structures that were filled with debris, not previously found, or unable to be opened, will be located, opened, and the following information will be collected in the field books: measure downs, pipe size, pipe material and direction. Rim elevation will be determined, sketch and measure down elevations provided. Details will be observed from the surface.
- All water valve vaults will be opened, and the following information will be collected: measure down to top of pipe and top of valve/nut and sketches indicating pipe material.

TASK 3.0 – ROADWAY PLANS

The following sheets will be prepared for each submittal. Unless otherwise noted, the sheets will be prepared per Chapter 63 Plan Preparation of the Bureau of Design and Environment Manual.

3.0 Base Sheets. 50 scale base sheets will be created for Butler Drive and Stony Island Avenue. Base sheets shall be plan/plan or plan and profile. Additional base sheets extending beyond the improvement area are provided for maintenance of traffic. *Five (5) Panels*

- Butler Drive – *Four (4) Panels*
- Stony Island Avenue – *One (1) Panel*

3.1 Cover Sheet. The Cover sheet will be developed by a pre-drafted cell in the roadway cell library. The embedded Microsoft Bing Street Map Background Map Type will be used for the layout map. *One (1) Sheet*

3.2 Index of Sheets & List of Highway Standards. The listed items below will be included on this sheet. *Two (2) Sheets*

- Index of Sheets
- IDOT District One Standard Details
- IDOT Highway Standards
- Cook County Highway Department Standard Drawings

3.3 General Notes and Commitments. Project specific general notes will be included. Project commitments will be listed after the general notes. *Two (2) Sheets*

3.4 Summary of Quantities. A summary of quantities sheet will be prepared with the construction codes listed below are anticipated. Fourteen (14) pay items are anticipated for each sheet. *Fourteen (14) Sheets*

- 0004 Roadway Reconstruction (No added capacity)
- 0021 Safety
- 0044 Other (retaining wall)

3.5 Typical Sections. Existing and proposed typical sections will be prepared for the noted sections. All existing sections will be provided before the proposed typical sections. Two (2) sections will be provided on each sheet. Both the existing and proposed legend will be shown on each sheet. The proposed pavement design will be shown at the bottom of the first proposed typical section sheet. *Twelve (12) Sheets*

- Existing Sections. *Six (6) Sheets*
 - Butler Drive:
 - West Entrance
 - West 2 Lane Section
 - West Approach Rail Divergence to Lake
 - West Approach Rail Divergence to Building
 - West Between Buildings
 - Western Building, Parking Lot, slotted drain
 - Western building and parking lot
 - Western building and Pump Station
 - Eastern Buildings
 - Stony Island Avenue
 - 130th Street
 - Doty Avenue
- Proposed Sections. *Six (6) Sheets*

3.6 Schedule of Quantities. A schedule of quantities will be prepared for each of the listed disciplines. Multiple pay items will be summarized in associated schedules. Individual quantities will be listed for drainage and signage. For all other schedules, a subtotal by sheet will be provided. *Ten (10) Sheets*

- Drainage Removal
- Drainage Proposed
- Temporary Drainage
- Earthwork
- Erosion Control & Sediment Control
- Landscaping
- Maintenance of Traffic (listed by stage)
- Pavement Marking
- Roadway Removals
- Roadway Proposed
- The following schedules will be placed with associated plan sheets. Effort to complete these schedules will be listed in the associated section.
 - Lighting
 - Traffic Signals
 - Sign Schedule
 - Pump Station

3.7 Alignment, Ties, and Benchmarks. Existing and proposed alignment and curve data will be shown. Curve data and Benchmarks will be provided on the sheets in which they appear. Reference Ties will be provided on the last sheet of this section. *Three (3) Sheets*

3.8 Removal Plans. Separate double panel sheets will be provided for the listed locations. *Three (3) Sheets*

- Butler Drive – *Four (4) Panels*
- Stony Island Avenue – *One (1) Panel*

3.9 Roadway Plan and Profile. Separate sheets will be provided for the listed locations. One (1) plan sheet will be provided per sheet directly above the applicable profile. Profile panels will be shown at 1" = 5' scale; one (1) profile panel will be provided per sheet. The strip grade increment will show existing and proposed roadway centerline elevations. *Five (5) Sheets*

- Plan
 - Butler Drive – *Four (4) Panels*
 - Stony Island Avenue – *One (1) Panel*
- Profile
 - Butler Drive – *Four (4) Panels*
 - Stony Island Avenue – *One (1) Panel*

3.10 Suggested Stages of Construction and Traffic Control Plans (MOT). Maintenance of traffic will follow the approved Phase I report staging plan. There will be five (5) main stages of construction with substages to complete construction while maintaining traffic. *Eighteen (18) Sheets*

- **General Notes.** General MOT notes and text describing the MOT design for each stage. *One (1) Sheet*
- **Typical Sections.** A typical section will be shown for stages 3 & 4. *Two (2) Sheets*
- **Plan Sheets.** MOT plans will be created for each stage of construction. Temporary drainage required during MOT operations will be detailed on the ESC plans and referenced in the MOT sheets. *Fifteen (15) Sheets*
 - Stage 1 – *One (1) Sheet*
 - Doty Avenue Closure
 - Stage 2 – *One (1) Sheet*
 - West Butler Drive Closure
 - Stage 3 – *Five (5) Sheets*
 - Butler Drive
 - Stony Island Avenue
 - Doty Avenue (Advanced Signing and MOT)
 - 130th Street (Advanced Signing and MOT)
 - Stage 4 – *Five (5) Sheets*
 - Butler Drive
 - Stony Island Avenue
 - Doty Avenue (Advanced Signing and MOT)
 - 130th Street (Advanced Signing and MOT)
 - Stage 5 – *One (1) Sheet*
 - Stony Island Avenue Closure
 - Substages – *Two (2) Sheets*
 - Butler Drive

3.11 Erosion and Sediment Control Plans (ESC). ESC plans will be developed based on the five (5) stages of construction. For each stage, the proposed construction elements will be shown as complete behind hatched construction work zones. Erosion control measures, temporary drainage, and permanent seeding will be shown. *Sixteen (16) Sheets*

- **General Notes.** General ESC notes and text describing the ESC design for each stage. – *One (1) Sheet*
- **Plan Sheets.** ESC plans will be created for each stage of construction. Temporary drainage required during MOT operations will be detailed on the ESC plans. *Fifteen (15) Sheets*
 - Stage 1 – *One (1) Sheet*
 - Doty Avenue Closure
 - Stage 2 – *One (1) Sheet*
 - West Butler Drive Closure
 - Stage 3 – *Five (5) Sheets*
 - Butler Drive
 - Stony Island Avenue
 - Doty Avenue (Advanced Signing and MOT)
 - 130th Street (Advanced Signing and MOT)
 - Stage 4 – *Five (5) Sheets*
 - Butler Drive
 - Stony Island Avenue
 - Doty Avenue (Advanced Signing and MOT)
 - 130th Street (Advanced Signing and MOT)

- Stage 5 – *One (1) Sheet*
 - Stony Island Avenue Closure

3.12 Landscaping Plans. Separate double panel sheets will be provided for the listed locations. *Three (3) Sheets*

- **Plan Sheets. *Three (3) Sheets***
 - Butler Drive – *Four (4) Panels*
 - Stony Island Avenue – *One (1) Panel*

3.13 Drainage and Utilities Plan. The provided drainage design will be modeled in Bentley CivilStorm. The 3D CADD will be used to display proposed drainage features in the cross sections. Storm sewers will have a designed 10 and 50-year HGL plotted, with the exception of the Pump Station Discharge system which will have a 50-year design HGL and a 100-year check storm HGL plotted. Inlet spacing calculations will have a 10-year design frequency. Ditches and swales will be designed using the Phase I typical ditch cross sections. Driveway culverts (if any) will be sized accordingly, and calculations will be provided. Design calculations will be provided for storm sewers, inlet spacing, ditches and culverts. Trench back fill calculations will be performed for all storm sewer where the inner edge of the trench is within 2 feet of the proposed edge of pavement, curb, gutter, curb and gutter, stabilized shoulder, or sidewalk. Underdrains along existing railroad track will be evaluated to ensure proper drainage and ensure longevity of pavement along edge of tracks.

- **PLAN SHEETS.** The listed items will be shown on the drainage and utility sheets. *Twenty-four (24) Sheets*
 - Existing Elements
 - Existing culverts, storm sewer, and drainage structure removals
 - Existing storm sewer and drainage structures to remain
 - Existing Utilities
 - Proposed Elements
 - Proposed culverts, storm sewer, and drainage structures
 - Proposed underdrains and outlet structures
 - Proposed ditch and swales
 - Proposed driveway culverts (if any)
 - Potential Utility Conflicts
 - **Existing Drainage Removal Plan.** Separate double panel sheets will be provided for the listed locations. *Three (3) Sheets*
 - Butler Drive – *Four (4) Panels*
 - Stony Island Avenue – *One (1) Panel*
 - **Drainage and Utility Plan and Profile.** Separate sheets will be provided for the listed locations. One (1) plan sheet will be provided per sheet directly above the applicable profile. Profile panels will be shown at 1" = 5' scale; one (1) profile panel will be provided per sheet. The strip grade increment will show existing and proposed ground elevations. *Six (6) Sheets*
 - Butler Drive Plan – *Four (4) Panels*
 - Stony Island Avenue Plan – *One (1) Panel*
 - Outfall 2 Culvert Plan – *One (1) Panel*
 - **Temporary Drainage Plan.** Separate double panel sheets will be provided for the listed locations. *Three (3) Sheets*
 - Butler Drive – *Four (4) Panels*
 - Stony Island Avenue – *One (1) Panel*
 - **Drainage Details. *Eight (8) Sheets.***
 - General Details – *Five (5) Sheets*
 - Storm Sewer/Slotted Drains – *Three (3) Sheets*

- **Drainage Calculations.**
 - Storm sewers, trench backfill, inlet spacing, ditches and culverts.
 - Minor waterway crossing

3.14 Pavement Marking and Signing.

3.14.1 PAVEMENT MARKING. Grooved preformed plastic pavement markings type D, will be placed along Butler Drive, Stony Island Avenue and at the intersection of Stony Island Avenue and 130th Street.

3.14.2 SIGNING. All signs within the limits of construction and various signs in advance of the intersections will be removed and replaced with signage that meets current reflectivity and use standards. An existing and proposed sign schedule will be included in the plans.

3.14.3 SIGN SURVEY. Digital photos of all signs will be recorded in a photo log. The photo log captions will contain a survey data point number, Federal Highway Administration (FHWA) sign code, dimensions, station, offset, and direction of each sign.

Separate sheets will be provided for the listed locations. Twelve (12) Sheets

- Existing Signage Plan
 - Butler Drive – *Four (4) Sheets*
 - Stony Island Avenue – *One (1) Sheets*
 - *Existing Sign Schedule – One (1) Sheet*
- Proposed Pavement Marking and Signage Plan
 - Butler Drive – *Four (4) Sheets*
 - Stony Island Avenue – *One (1) Sheets*
 - *Proposed Sign Schedule – One (1) Sheet*

3.15 ADA Ramp Plans. ADA ramp details are anticipated at the locations listed below. Seven (7) ADA design details. Plan sheets will be prepared at a scale of 1"=5'. *Two (2) Sheets*

- Stoney Island Avenue and 130th Street Intersection
 - Southeast Corner
 - East leg crossing
 - South leg crossing
 - Northeast Corner
 - East leg crossing
 - North leg crossing
- Guard House
 - ADA parking spot access locations
- Pump House
 - Two (2) ADA parking spot access locations

3.16 Traffic Signal Plans. During stage 5 of construction, the north leg of Stoney Island Avenue will be closed for reconstruction. During this stage, existing traffic signal equipment on the north leg of the Stoney Island Avenue and 130th Street intersection will be relocated and new conduits will be placed. *Thirteen (13) Sheets*

3.16.1 Traffic Signal Plans. During stage 5 of construction, the north leg of Stoney Island Avenue will be closed for reconstruction. During this stage, existing traffic signal equipment on the north leg of the Stoney Island Avenue and 130th Street intersection will be relocated and new conduits will be placed. *Thirteen (13) Sheets*

- Traffic Signal Requirement Drawing – *One (1) Sheet*
- Traffic Control Signals Drawing – *One (1) Sheet*
- Timing Schedule – *One (1) Sheet*
- Temporary Traffic Signal Requirement Drawing – *One (1) Sheet*
- Temporary Timing Schedule – *One (1) Sheet*
- CDOT DEO Details – *Eight (8) Sheets*

3.16.2 SYNCHRO MODEL. The Phase I Synchro model will be submitted to CDOT.

3.16.3 COMED SERVICE FIELD MEETING. Field Check and service installation meeting with ComEd representative.

3.17 Lighting Plans. Street lighting in the center island of the turn around will be eliminated. *Four (4) Sheets*

- General Notes, Legend, and Schedule of Quantities – *One (1) Sheet*
- Removal Plan – *One (1) Sheet*
- Proposed Plan – *One (1) Sheet*
- Wiring Diagram – *One (1) Sheet*
- Lighting Details – *One (1) Sheet*

3.18 Shed Electrical Plans. New service cables will be provided to Sheds No. 1 – 4. In addition, new power feeds will be connected to the existing circuit breaker at Sheds No. 1 – 3 and new power feed will be connected to a new circuit breaker at Shed No. 1. *Fourteen (14) Sheet*

- General Notes, Legend, and Schedule of Quantities – *One (1) Sheet*
- Removal Plan – *One (1) Sheet*
- Proposed Plan – *One (1) Sheet*
- Wiring Diagram – *Four (4) Sheets*
- Electrical Details – *Eight (8) Sheets*

3.19 District One Details. Applicable District details will be included. *Fifteen (15) Sheet*

3.20 Cross Sections. Cross sections will be provided every fifty (50) feet for the listed roadway corridor station ranges. Additional cross sections will be provided at the listed critical locations; stations are approximate.

- Corridor Templates
- Truck Turnaround Area
- Shed Pavement Detail Areas
- Intersections
- Pump House Pavement Area
- Earthwork
- Butler Drive – Station 69+45 to 122+74
 - Railroad – STA 75+45
 - Driveways - STA. 73+50
 - Railroad – STA 75+75
 - Driveway - STA. 76+42
 - Driveway - STA. 83+04
 - Driveway - STA. 86+67
 - Driveway - STA. 87+86
 - Retaining Wall – STA. 115+75
 - Intersection – STA. 121+26.80
- Stony Island Avenue – Station 50+00 to 59+95
 - Driveway – STA. 55+75
 - Railroad – STA. 56+40
 - Driveway – STA. 57+05

TASK 4.0 – RAILROAD PLANS

4.1 At-Grade Crossings. Plan and profile of the track near Stations 50+50 & 76+00 will be provided to ensure proper track crossing surfaces and roadway surfaces interface. Typical sections will be provided for track and recommended crossing surfaces. *Eight (8) Sheets*

- Existing conditions and removals. *Two (2) Sheets*
- Proposed track plan and profile at crossing. *Two (2) Sheets*
- Crossing surface panel details – full depth concrete crossing panel and tub crossing types to be evaluated. *Two (2) Sheets*
- Construction staging plan. *Two (2) Sheets*

4.2 Subbase/Subballast Replacement. The subbase will be reconstructed to ensure long term longevity of the rail substructure and to restore connectivity within the facility in two (2) locations. The first location is under the recently reconstructed sections of track within the proposed pavement reconstruction area between Stations 85+97 & 122+74. The recently constructed railing will be temporarily removed and reset once new tub crossings for the length of the track have been placed. The second location is north of the Outlet #2 ditch at station 79+00. The existing track will be removed to install a new culvert. The existing track and ties will be placed over new subballast. *Fifteen (15) Sheets*

- Existing conditions and removals – *Three (3) Sheets*
- Proposed track plan and profile – *Three (3) Sheets*
- Turnout Details – *Four (4) Sheets*
- Tub crossing details – *Two (2) Sheets*
- Construction staging plan – *Three (3) Sheets*

TASK 5.0 – STRUCTURAL PLANS

The following sheets will be prepared for each submittal. Unless otherwise noted, the sheets will be prepared per Chapter 63 Plan Preparation of the Bureau of Design and Environment Manual.

5.1 Retaining Walls. There are two retaining walls: west of transit shed #1 (300 Feet) and west of transit shed #3 (50 Feet). *Thirteen (13) Sheets*

- General Plan & Elevation – *Three (3) Sheets*
- General Notes, Bill of Materials, and Index – *One (1) Sheet*
- Removal Plans – *One (1) Sheet*
- *Foundation Plan – Two (2) Sheets*
- Walls 1 & 2 Details – *Five (5) Sheets*
- Existing Plans – *Two (2) Sheets*
- Soil Borings – *Two (2) Sheets*

TASK 6.0 – PUMP STATION

The Phase I Pump Station Hydraulic Report requires two proposed pumps to supplement the existing two pumps, each with a discharge rate of 12,500 GPM/pump and horsepower of 125 HP/pump. Some structural modifications may be required to facilitate installation of the new pumps; however, major modifications to the existing facility are not anticipated.

6.1 Phase II Pump Station Report. Because the new pumps are to be retrofitted into the existing pump house, we recommend preparing a Pump Station Report to identify recommended improvements and a scope of improvements to incorporate into the pump station plans.

6.1.1 Report Components.

- Executive Summary
- General Description of existing facility
- Review of existing construction drawings and/or field inspection
- Careful evaluation of potential modifications
 - Pump station model
 - Detention Volume Calculations
 - Mass curve adjustments
- Outline of options
- Recommendations
 - Number and size of pipes
 - Preliminary Pump Selection
 - Remote monitoring needs and control communication

6.1.2 Additional Considerations.

- A field examination will aid in identifying supplemental survey needs
- Confirm number and size of pipes, which may differ from original construction plans.
- Detailed cost estimates, calculations, photographs, equipment catalog cut sheets and subsections to describe the proposed pump station design and the required equipment/pump house upgrades that will need to be completed in order to retrofit the existing system with the proposed pumps.
 - Coordination with electric utility to ensure there is suitable service onsite based on the electrical needs resulting from addition of pumps.
 - Identify what mechanical improvements are needed to mechanical wet well floor, including fixtures, such as float switches, mounting hardware and any other pipes/connectors.
- Installation and access to determine process for placement and guidelines for installing the pumps during construction.

6.2 Pump Station Plans.

The following sheets will be prepared for each submittal. Unless otherwise noted, the sheets will be prepared per Chapter 63 Plan Preparation of the Bureau of Design and Environment Manual. Do to restricted access to the site, the **ENGINEER** was not able to review the pump station in advance of the scoping. The anticipated hours listed below are based on a review of the Phase I pump station report and the potential equipment that may be affected by adding additional pumps to an existing pump station. *Seventy-six (76) Sheets*

- General Sheets – Four (4) Sheets
 - General Legend – One (1) Sheet
 - Hydraulic Profile – One (1) Sheet
 - Pump Station Demolition Plans – Two (2) Sheets
 - Some modifications to the existing pump station facility may be required for the addition of the two (2) new pumps.
 - Elevation and Sections Plans will be provided.
- Civil Sheets – Two (2) Sheets
 - Sewer and Utilities Plan – One (1) Sheet
 - Storm Sewer Profiles and Schedules – One (1) Sheet
- Electrical – Thirty-One (31) Sheets
 - General Electrical Legend – Two (2) Sheet
 - Classification Summary – One (1) Sheet
 - Electrical Site Plan – One (1) Sheet
 - Elevation Power Plans – Three (3) Sheets
 - Grounding Plans – Two (2) Sheets
 - Electrical Sections – One (1) Sheets
 - Electrical Details – Eight (8) Sheets
 - Line Diagrams – Two (2) Sheets
 - Schematics – Three (3) Sheets
 - Panel Details – Two (2) Sheets
 - SCADA Panel Elevation Plans – Two (2) Sheets
 - Wet Well Cabling Plan – One (1) Sheet
 - Instrumentation & Control Details – Three (3) Sheets

- Mechanical – Seven (7) Sheets
 - Elevation Plans – Three (3) Sheets
 - Piping Sections – Three (3) Sheets
 - Piping Details – One (1) Sheet

- Heating and Ventilation – Ten (10) Sheets
 - General HVAC Legend – One (1) Sheet
 - Elevation Plans – Three (3) Sheets
 - HVAC Sections – Three (3) Sheets
 - HVAC Details – Two (1) Sheets
 - HVAC Schedules and Controls Sequence – One (1) Sheet
 - HVAC Flow Diagram – One (1) Sheet

- Structural Sheets – Nine (9) Sheets
 - Pump Station Floor Plans – One (1) Sheet
 - Elevation Plans – Three (3) Sheets
 - Expanded Plan – Pit Level – One (1) Sheet
 - Expanded Plan – Floor Hatch over Pump – One (1) Sheet
 - Typical Details – Three (3) Sheets

TASK 7.0 – SPECIAL PROVISIONS

The specifications and special provisions will be developed from the District One Special Provisions Master List and included in the PS&E submittals.

- The IDOT Standard Specifications and Supplemental Specifications are included by reference in the first paragraph of the project Special Provisions. Applicable IDOT Recurring Special Provisions will be included by reference by use of the Check Sheet for Supplemental Specifications and Recurring Special Provisions.

- Special provisions from the following IDOT sources will be included in the contract special provisions:
 - BDE Check List (Preliminary & Pre-Final)
 - BDE Special Provisions (Final only)

- Where a project work item contains work, material, unique sequence of operations or any other requirements that are not included in the Standard Specifications, Supplemental Specifications, Recurring Special Provisions, BDE Special Provisions, Guide Bridge Special Provisions, District One Special Provisions, or Cook County Special Provision, a project specific Special Provision will be written. These Special Provisions will conform to the requirements of Section 66-1.03(c) of the BDE Manual.

TASK 8.0 – ESTIMATES

The Following estimates will be prepared for each submittal.

8.1 Estimate of Time. BDE Form 220A will be filled out. Similar major pay items will be grouped together. The number of required working days for each major pay item will be determined by BDE Figure 66-2.B. Individual pay items will not be used. The sheet will be limited to one (1) page.

8.2 Estimate of Cost. BDE Form 213 will be filled out. Both an excel file and a PDF will be provided for each submittal. In addition, a excel file containing only the pay items will be provided for the estimating unit. For the Pre-Final and subsequent submittals, unit costs will be estimated based on historic bid tab analysis of awarded unit prices on the **DEPARTMENT's** website.

8.3 Schedule of Prices. BLR Form 12201 will be filled out for the **DEPARTMENT's** use in bidding the contract.

8.4 Quantity Calculations. Individual pay items calculation worksheets will be prepared for the Preliminary submittal and updated for subsequent submittals. Calculation sheets will include subtotals per plan sheet. An estimated 240 discrete quantities will be calculated. The Standard Specifications for Road and Bridge Construction, Supplemental Specifications and the Recurring Special Provisions will be cross checked to ensure that the appropriate pay items, methods of measurement and basis of payment are used. For each quantity, the IDOT coded pay item number will be used. These coded pay items will determined from the IDOT Coded Pay Items on the **IDOT's** website.

8.5 Lump Sum Calculations. For lump sum pay items, a breakdown of the anticipated work items will be calculated for use in estimating lump sum unit costs. An estimated 10 discrete quantities will be calculated.

8.6 Construction Schedule. The anticipated construction schedule will be prepared for the Pre-Final and subsequent submittals.

TASK 9.0 – PS&E SUBMITTALS

The work under this task includes time associated with preparing and printing plot files. Submittals will be prepared and assembled in accordance with the **DEPARTMENT's** Plans and Specifications Guidelines. The final number of copies will be as directed by the **DEPARTMENT**.

9.1 Preliminary. This submittal to the **DEPARTMENT** will be considered 60% complete and will include plans, specifications, estimate of cost, estimate of time, geotechnical reports, and a schedule.

9.3 Pre-Final. This submittal to the **DEPARTMENT** and **IDOT** will be considered 95% complete and will include plans, specifications, cost estimate, estimate of time, and schedule.

9.4 Final. This submittal to the **DEPARTMENT** and **IDOT** will be considered 100% complete and will include plans, specifications, cost estimate, estimate of time, schedule, final documents/calculations, Exhibit A, and Schedule of Prices.

9.5 Central Office. This bid set submittal to the **DEPARTMENT** and **IDOT** will include plans, specifications, cost estimate, and estimate of time.

9.6 Electronic files. All project files, including dgn, pdf, word and excel files, will be included in the submittal to Department for the Preliminary, Pre-Final, Final and Central Office submittals.

9.7 Disposition of Comments. The Preliminary, Pre-Final, and Final submittals will include a formal disposition of comments that addresses all review comments from the **DEPARTMENT** and any reviewing agencies. Dispositions will be provided in Microsoft Excel.

TASK 10.0 –ENVIRONMENTAL & PERMITTING ITEMS

The **ENGINEER** will prepare the following permits for the project. A joint permit application will be filed for the USACE, IDNR/OWR, and IEPA

10.1 United States Army Corp of Engineers (USACE) Permit. As a public navigable body of water, Lake Calumet will require a Section 10 permit for modifications to the existing outlet. The **ENGINEER** will prepare the permit application, calculations, and respond to comments, as required, to acquire the permit. Unless otherwise directed by the **DEPARTMENT**, all materials will be provided to the **DEPARTMENT** for direct coordination with the USACE.

10.2 Illinois Department of Natural Resources/Office of Water (IDNR/OWR) Resources Permit. As a public navigable body of water, Lake Calumet will be subject to Part 3704 “Regulation of Public Waters” rules and require a Regional Permit No. 3 for minor construction activities associated with the existing outlet. The **ENGINEER** will prepare the permit application, calculations, and respond to comments, as required, to acquire the permit. Unless otherwise directed by the **DEPARTMENT**, all materials will be provided to the **DEPARTMENT** for direct coordination with the IDNR/OWR.

10.3 Clean Water Act Section 401 Certification. The **ENGINEER** will prepare and submit all necessary materials to meet certification requirements.

10.4 City of Chicago Department of Water Management Permit. The **ENGINEER** will prepare and submit all necessary materials to acquire the permit.

10.5 City of Chicago Harbor Permit. A permit is required for the modification of the existing outfall to Lake Calumet. The following items are anticipated for the submittal:

- Plat of Survey
- Typical cross-sections of all proposed work
- Existing Site Plan with all existing conditions including utilities shown
- Proposed Site Plan
 - Elevations of water and associated work in Chicago City Datum (CCD)
 - Limits of the proposed work
 - Distance from the nearest improvement/ work to the edge of the waterway.
- Design calculations
- Geotechnical Investigation report

10.6 Environmental Survey Request (ESR) Addendum. The Phase I ESR submittal will be updated to incorporate the revised project limits showing work within the Lake Calumet waterway and other revisions to the scope of improvement. The ESR Addendum will be submitted to IDOT through the local IDOT Field Engineer for processing. The following items are anticipated for submittal:

- Location Map
- 100 scale plan sheets will be provided showing the revised ESR limits
- Screenshot of ESR boundaries in CADD

10.7 National Pollution Discharge Elimination System (NPDES) Construction General Permit. The **ENGINEER** will prepare and submit the following materials for IPEA approval:

- Stormwater Pollution Prevention Plan (SWPPP)
 - BDE Form 2342: Stormwater Pollution Prevention Plan
 - BDE Form 2342A: Contractor Certification Statement
- Erosion and Sediment Control Plans (Section 3.11)
 - The **ENGINEER** will certify for ILR10 compliance as the preparer
 - The **DEPARTMENT** will certify for ILR10 compliance as the Owner
- Submit Notice of Intent (NOI) using EPA's eReporting Tool (NeT)

10.8 Hazardous Waste Assessment. Will be completed in two stages. The first stage includes reviewing the phase 1 Preliminary Environmental Site Assessment (PESA) to identify potential recognized environmental conditions within the proposed project right-of-way, and then completing a Preliminary Site Investigation (PSI) to determine the nature and extent of the contaminated materials at the site.

- **PESA Response.** BDE Form 2735 will be filled out and submitted at Preliminary. An overall site map with labels for each Site ID PESA # and Cross sections will be provided.
- **Preliminary Site Investigation (PSI).** A PSI is used to determine the presence of impacted materials within the proposed improvement where soil will be disturbed. This is completed by:
 - Developing a sampling plan based on results of the PESA and proposed improvements
 - Conducting field sampling based on IDOT requirements for industrial properties.
 - Soil borings every 50 linear feet (approximately 120 borings)
 - Field sampling to determine the presence of impacted materials then delineate the extent of impacted materials.

TASK 11.0 – UTILITY IDENTIFICATION AND COORDINATION

11.1 City of Chicago Office of Underground Coordination Information Retrieval (OUC-IR). A OUC-IR search will be initiated to obtain existing utility atlases from OUC members within the project site.

11.2 Port Authority Utilities. Existing utility atlases from the IIPA will be obtained and reviewed.

11.3 Conflict Identification. Prepare an exhibit showing the location of potential conflicts (based on best available information provided by local agencies and utility companies), plot existing utilities in cross sections, summarize in a spreadsheet, prepare a photo log of the utilities, and provide to the **DEPARTMENT** for dissemination to utility companies.

11.4 Relocation Assistance. The **ENGINEER** will coordinate with utility companies to develop a strategy for resolving conflicts. Utility relocation plans and permits will be reviewed to ensure compatibility with proposed improvement.

11.5 Utility Potholing. The **ENGINEER** will identify locations where more detailed horizontal and vertical information is required to evaluate and/or work around utility conflicts. Utility potholes will be provided at these locations.

11.6 Utility Conflict Chart. Utility conflicts will be summarized in an excel table. The station, offset, and resolution status of the conflict will be identified. This information will be used to provide a status of utilities in the special provisions.

TASK 12.0 – BARRIER WARRANT ANALYSIS AND LAYOUT

12.1 Barrier Warrant Analysis (BWA). The Areas of Concern (AOC) within the project limits will be evaluated for remediation. A length of need will be calculated to shield the hazard. Any remedial treatments that eliminate the AOC's will be identified for consideration. Five (5) AOC's anticipated.

12.2 Roadside Barrier Layout. A roadside barrier will be laid out for all AOC's that cannot be eliminated. Five (5) AOC's anticipated.

TASK 13.0 – GEOTECHNICAL ENGINEERING

Geotechnical services and report will conform to the requirements of the DEPARTMENT Geotechnical Manual. An aerial markup of the boring and core locations will be provided to the **DEPARTMENT** for approval.

13.1 Structural Borings. Structure borings are to be performed for the geotechnical investigation. The boring locations shall be based on the proposed retaining wall and culvert layouts.

- Borings will be located along the proposed retaining wall and culvert locations. Based on geologic maps of the area and on **DEPARTMENT** accepted procedures, the **ENGINEER** will determine the depth of the borings.
- Four (4) borings will be taken at each end of the Transit Shed #1 wall. Two (2) additional borings will be taken along the centerline at seventy-five (75) feet increments. Two (2) borings will be taken at the upstream and downstream ends of the culvert.
- The depth of borings shall be per Section 3.4.3.4 of the IDOT Geotechnical Manual.

13.2 Traffic Signal Borings. Two (2) borings to depths of 30 feet will be obtained at opposite corners of the 130th Street and Stoney Island Avenue intersection.

13.3 Laboratory Testing. The scope will include per AASHTO/ASTM guidelines testing for visual engineering classification, natural moisture content, unit weight, Atterberg limits, and unconfined compressive strength tests.

13.4 Coordination. The **ENGINEER** anticipates one (1) pre-boring and one (1) post-boring field meeting to layout and coordinate final locations of structures so the geotechnical firm can locate cores and borings.

13.5 Traffic Control. All necessary traffic control and flagman required to complete subsurface drilling and testing operations. Any required permits will be obtained by the **DEPARTMENT**.

13.6 Geotechnical Analysis and Reporting. A Structural Geotechnical Report (SGR) will be prepared for the proposed construction, upon completion of all field explorations and laboratory testing. The report will include all engineering analysis and construction recommendations. The reports include exhibits showing boring locations, boring logs, soil test data, and results of all special studies and analyses (slope stability, settlement), engineering recommendation for the proposed project, construction considerations, and all other information specified by the IDOT Geotechnical Manual (2020).

13.7 Potentially Impacted Property (PIP) Evaluation. Soil testing (including pH) will be performed to determine if there are areas for special waste disposal and satisfy the Clean Construction or Demolition Debris (CCDD) requirements. This includes the preparation of the LPC 663 form as required.

TASK 14.0 – QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)

The **ENGINEER** will provide all necessary project oversight and quality control to insure a high quality of design and constructability for the project.

14.1 Quality Control. Quality Control reviews will be performed for the major project deliverables. Quality Control reviews will occur in advance of major project deliverables in accordance with **ENGINEER**'s established QA/QC procedures and will be certified in writing. Individual disciplines will perform QA/QC reviews prior to submitting for milestone QA/QC reviews.

14.2 Constructability Review. Constructability reviews will be performed for the Preliminary, Pre-Final, and Final documents by the **ENGINEER**'s senior construction staff. Constructability review comments will be addressed/disposed prior to submittal.

14.3 Quality Audit. Quality Audits will be performed for the major project deliverables. Quality Audits will occur following major project deliverables in accordance with **ENGINEER**'s established QA/QC procedures.

TASK 15.0 – OUC COORDINATION AND PERMIT PROCESS

15.1 Design Phase Effort.

- Submit an Information Retrieval (IR) request to identify any private or public utilities within the project area.
- Submit for Existing Facilities Protection (EFP) Phase 2 review at the completion of the prefinal deliverable milestone. This step will allow private utilities and public agencies the opportunity to review the full set of plans and identify any conflicts or concerns prior to advertising for construction. [CDOT's geotechnical group does not review plans at this step]

15.2 Construction Phase Effort.

- Submit for the official EFP permit with Final plans once the project is advertised to expedite the permit process and reduce delays during construction.
- Submit for the Deep Excavation permit once the contractor has received Notice to Proceed and their supporting permit documents are available.
- Make any necessary revisions to permit plans as required by reviewers, including up to 3 resubmittals. Any significant changes impacting design as a result of reviewer comments will be evaluated with the County to determine the appropriate next steps to advance the project without delay.

15.3 Special Notes.

- To expedite review and approval, submittal packages for OUC review will be required to meet OUC plan preparation and presentation requirements. These submittal packages typically deviate slightly from construction bid documents to present specific information to the reviewer.
- Deep Excavation permits can only be submitted once the contractor has received NTP and completed the necessary work plan and equipment tear sheets.
- Deep Excavation permit will only be required if the project installs deep foundations or needs excavation beyond 12ft deep. It is currently anticipated that the proposed retaining walls will trigger a need for the Deep Excavation permit.

TASK 16.0 – PHASE III ACTIVITIES

16.1 Request for Information. Provide direction and clarification for Request for Information (RFI's) from contractor questions during the bidding process and respond to RFI's, which may include plan revisions during construction.

16.2 Shop Drawing Review. Provide shop drawing review on all items where review is required by the contract specifications and IDOT documentation procedures.

16.3 Pre-Construction Meeting. Attend the mandatory **DEPARTMENT** pre-construction meeting. Associated hours noted under 17.0 Meetings.

TASK 17.0 – MEETINGS

Meetings will serve to discuss and resolve issues in the preliminary design process. Minutes of all meetings will be prepared and distributed within five (5) working days of the meeting. Final minutes will be distributed within five (5) working days after the review period. A list of action items will be maintained and updated at each meeting. The following meetings are anticipated:

- One (1) Kick-off meeting with the **DEPARTMENT**
- One (1) Pre-Final Plan-in-hand Site Verification with the **DEPARTMENT**
- One (1) meeting to discuss the Existing Project Data, Design Criteria, and Requirements with the **DEPARTMENT**
- Three (3) meetings with CDOT to discuss lighting, signals, geometry, and maintenance of traffic on Doty Avenue and 130th Street.
- Twelve (12) progress meetings with the **IIPD**
- Twelve (12) progress meetings with the **DEPARTMENT**
- One (1) Pre-Construction meeting with the **DEPARTMENT**
- Five (5) meetings with Utility Owners
 - AT&T
 - Chicago Department of Transportation
 - Chicago Department of Water Management
 - Illinois International Port District
 - Peoples Gas

TASK 18.0 – PROJECT ADMINISTRATION AND MANAGEMENT

The successful management of a project requires scheduling and reporting of the progress of the project. Services will include the following tasks:

18.1 Project Administration:

- Project setup including contract administration and budget control.
- Prepare and monitor a project schedule and update quarterly as tasks or project scheduling change.
- Perform scope of services reviews, resource planning, and internal team coordination.
- Prepare and submit monthly invoices during months when engineering activities occur, and invoices are due. Monitor work and budget expenditures.

18.2 Project Coordination

- Weekly internal meetings with staff when the project is active.
- Provide phone and email updates and general project coordination with the **DEPARTMENT** as necessary to advance the progress of the project.

TASK 19.0 – MISCELLANEOUS ITEMS

19.1 Exhibit A. Visual representation of the scope of the improvement. The Exhibit will be prepared based on a ***DEPARTMENT*** provided example.

19.2 Pavement Design. A pavement design will be provided for ***DEPARTMENT*** approval.

19.3 Illinois Commerce Commission Coordination. A pavement design will be provided for ***DEPARTMENT*** approval.

May 17, 2024

Revised: June 13, 2024

Mr. Justin Pattison, PE, SE
STV Incorporated
200 West Monroe Street, Suite 1650
Chicago, IL 60606

SUBJECT: Cook County Department of Transportation and Highways
Butler Drive Reconstruction – Chicago, IL
DB Sterlin Scope of Services

Dear Mr. Pattison,

DB Sterlin Consultants, Inc. is pleased to submit this proposal for the above captioned project. The following is our proposed Scope of Services:

Supplemental Topographic Survey

DB Sterlin Consultants (DBS) will provide supplemental topographic surveying services for the above referenced project. This scope of work includes all incidental items for completing the work in whole as described herein.

Survey Limits

The project limits are generally bounded by Doty Avenue to the northwest, the Calumet River to the northeast, Stony Island Ave to the east, Illinois International Port District (IIPD) tracks to the south, and the IIPD southerly railroad tracks to the northwest as depicted below:



Supplemental Topographic Survey

A topographic survey has been provided by Phase I design team. The scope of the survey work during Phase II consists of re-establishing control points and performing supplemental pick-up survey as needed. The Phase I survey will be reviewed for completeness, inconsistencies, or missing information.

All topographic survey will be conducted in accordance with Cook County Department of Transportation and Highways (CCDOH) requirements. All work will be done in English units. Numeric survey codes will be used to collect the data and the CCDOH symbology will be used to create the drawings. Topographic data will be processed using the latest edition of Open Roads Designer and a terrain file will be provided along with the topographic basemap. The collected data in ASCII format will be available to transfer with the project record. The data will include point number, northing, easting, elevation using State Plane coordinates and City of Chicago Datum (CCD) and survey codes for every shot. Since the site has restricted access to the general public, a Right of Entry (ROE) agreement and flagging services from the IIPD will be required.

The detailed topographic survey scope is as follows:

Horizontal and Vertical Control

Review Phase I survey field books (to be provided by others) and re-establish vertical and horizontal control points. Control points will be used for reference on the Alignment, Ties, and Benchmark sheet. Control points will be established based on the NAD83 horizontal adjustment. If additional control points are needed, they will be set approximately every 300' and swing ties will be provided for the primary set of control points. A total of 10 field days (2-man) crew is included to re-establish control.

Supplemental Topographic Survey

A total of 5 field days (2-man crew) is included in this proposal for the supplemental pick-up survey. The pick-up survey will obtain the following features, as required, based on review of the Phase I survey:

- Surface features including but not limited to edge of pavements, curbs, light poles, power poles, traffic signals, guard rails, fences, buildings, railroad tracks, trees over 6", and miscellaneous roadway appurtenances will be collected.
- Additional railroad survey will be taken at critical points at all special trackwork including points of switch, points of frog, last long ties, switch machine footprint, bollards, and edges of existing at-grade crossing surfaces.
- Any sewer structures that were identified in Phase I as filled with debris, not previously found, or unable to be opened, will be located, opened, and the following information will be collected in the field books: measure downs, pipe size, pipe material and direction. Rim elevation will be determined, sketch and measure down elevations provided. Details will be observed from the surface. DBS will not enter or remove debris or dewater structures in order to observe details.
- All water valve vaults will be opened, and the following information will be collected: measure down to top of pipe and top of valve/nut and sketches indicating pipe material.

Plat of Survey

DB Sterlin will prepare a Plat of Survey for permitting. The work includes performing a right-of-way survey as follows:

The field survey will consist of locating right of way monuments, property corners, and occupation lines. An Illinois Professional Land Surveyor will perform a boundary analysis utilizing the field data, along with supporting documents to establish or re-establish right of way lines. Any available documents such as legal descriptions, Title Commitments, and plats of survey will be provided to DB Sterlin to aid in the preparation of the Plat of Survey. If no monuments are found, or supporting documents are not available, the right of way lines will be based on occupation, such as building corners, curb and back of walk lines. A Plat of Survey will be created.

Survey Deliverables

The following deliverables will be provided:

1. Base topographic mapping shall be completed in MicroStation Open Roads format, at a scale of 1:1. All Planimetric features shall be shown to depict the existing field conditions as determined by field survey. Fonts, text size, line types, line weight, layers/levels, feature symbols/cells and other CADD features shall be in accordance with current CCDOTH standards. Text and cells will be placed in the drawing for plotting at a scale of 1 inch = 20 feet.
2. Open Roads Terrain file. One overall Terrain file will be created to include the subject property.
3. Text file of all survey points in the following format: Point number, Northing, Easting, Elevation and IDOT codes.
4. Field notes and field sketches for all survey work in PDF format.
5. Control points and tie sheets. Any benchmarks set will be added to this deliverable as well. Assume 2 sheets.

Survey Assumptions

1. No full roadway or railroad cross-sections at regular intervals will be taken.
2. It is assumed that DBS will be required to secure a Right of Entry (ROE) agreement with the IIPD to survey the site. The cost of the agreement will be reimbursable to DBS. The estimated cost of the ROE agreement is \$2,500.
3. Flagging along the tracks within the site is assumed to be needed. Flagging costs will be reimbursed to DBS. The estimated cost of flagging is \$1,000/day.
4. Should no title commitments be available for the Plat of Survey preparation, this proposal includes direct costs to obtain a maximum of 2 title commitments at a cost of \$2,000 each. Any additional title commitments required and any cost beyond the maximum \$4,000 allotted will be considered additional scope.

Civil Engineering Design

DB Sterlin will provide the following Civil Engineering design services:

Suggested Maintenance of Traffic Plans (MOT)

The suggested Maintenance of Traffic design will follow the approved Phase I report staging plan. There will be five (5) main stages of construction, with substages, to complete construction while maintaining traffic. A total of eighteen (18) sheets is anticipated:

- MOT General Notes and Sequence of Construction Notes = 1 sheet
- MOT Typical Sections = 2 sheets
 - 1 sheet for Stage 3
 - 1 sheet for Stage 4
 - This scope assumes all other stages will not require typical sections
- MOT Plan Sheets – prepared at a scale of 1" = 50'
 - Stage 1 – Doty Ave Closure = 1 sheet
 - Stage 2 – West Butler Drive Closure = 1 sheet
 - Stage 3 – Staged construction of Butler Drive (work zone in south side of roadway)
 - Butler Drive = 2 Sheets (Double Panel)
 - Stony Island Ave = 1 Sheet
 - Doty Ave (Advanced Signing and MOT) = 1 sheet
 - 130th Street (Advanced Signing and MOT) = 1 sheet
 - Stage 4 – Staged construction of Butler Drive (work zone in north side of roadway)
 - Butler Drive = 2 Sheets (Double Panel)
 - Stony Island Ave = 1 Sheet
 - Doty Ave (Advanced Signing and MOT) = 1 sheet
 - 130th Street (Advanced Signing and MOT) = 1 sheet
 - Stage 5 – Stony Island Ave Closure = 1 sheet
 - Substages – Butler Drive = 2 sheets

Quantity calculations, cost estimates, and specifications will be prepared for MOT items.

Pavement Marking and Signage

Existing Pavement Marking and Signage plans will be provided for Butler Drive and Stony Island Avenue. Existing signs will be identified for removal, relocation, or whether they are to remain. This scope of work includes a site visit to survey and record the existing signage within the project site and provide a photo log of the existing signs.

Plan sheets will be prepared at a scale of 1" = 50'. Existing pavement marking and existing signage will be shown on the same sheet. The following number of existing pavement marking and signage plan sheets is anticipated:

Existing Pavement Marking and Signage Plans

- Butler Drive = 4 sheets
- Stony Island Ave = 1 sheet
- Existing Sign Schedule = 1 sheet

Proposed Pavement Marking and Signage plans will be provided for reconstructed Butler Drive and Stony Island Avenue. All signs within the limits of construction and various signs in advance of the intersections will be removed and replaced with signage that meets current reflectivity and use standards.

Plan sheets will be prepared at a scale of 1" = 50'. Proposed pavement markings and proposed signs will be shown on the same sheet. The following number of proposed pavement marking and signage plan sheets is anticipated:

Proposed Pavement Marking and Signage Plans

- Butler Drive = 4 sheets
- Stony Island Ave = 1 sheet
- Proposed Sign Schedule = 1 sheet

Quantity calculations, cost estimates, and specifications will be prepared for pavement marking and signage items.

ADA Ramp Design

ADA ramp details are anticipated to be provided at the following locations:

- Two (2) ramps at the proposed handicapped parking at the pump house on Butler Dr.
- One (1) ramp at the proposed handicapped parking adjacent to the existing guard house on Stony Island Av.

Plan sheets will be prepared at a scale of 1" = 5'. A total of 2 plan sheets is assumed. Quantity calculations, cost estimates, and specifications will be prepared for ADA ramp items.

Subsurface Utility Investigation & Utility Coordination

The Phase I utility atlases, correspondence, and CADD files will be reviewed. A new City of Chicago Office of Underground Coordination Information Retrieval (OUC-IR) search to obtain existing utility atlases from OUC members within the project site will be requested. Existing as-builts from the IIPD will also be requested. A site walk to verify existing field conditions will also be conducted.

The Phase I utility CADD file will be reviewed and updated as needed based on the results of these updated utility searches as well as any updated survey information from the pick-up survey. Plotting of the existing utilities using the utility atlases combined with the survey information will result in a SUE Quality Level C file.

This scope of work also includes coordination with existing utilities for any conflicts identified with the proposed improvements. Based on the Phase I report and review of the Phase I plans, the proposed improvements are anticipated to impact the following utilities at a minimum:

- Existing overhead electric line pole within the widened Butler Drive pavement east of Doty Ave near the proposed guard booth.
- Existing overhead electric pole along the south side of Butler Drive near the proposed railroad crossing east of the Doty Ave intersection.
- Existing IIPD-owned water main facilities west of Warehouse #1.

- Existing utility rims within the new Butler Drive and Stony Island Avenue pavement will need to be adjusted.
- Existing manholes and catch basins will need to be relocated/replaced to match new curb and gutter limits at various locations.

For any utility conflicts identified, DB Sterlin will coordinate with the utility company to develop a strategy for resolving the conflict and coordinate for any utility relocation plans needed along with obtaining a construction schedule from the utility. A utility conflict chart will be maintained with the location of the conflict, proposed resolution, and status.

For any utility relocations required, the design will be provided by the utility. DB Sterlin will review plans by the utility to ensure compatibility with the proposed improvements.

DB Sterlin will also assist in identification of any locations requiring utility pothole information (SUE Level A) and will coordinate with the utility to provide this information. This scope of work does not include performing the actual utility pothole in the field.

The attached CECS includes the breakdown of hours for the above scope of work.

DB Sterlin Consultants, Inc. appreciates this opportunity. We look forward to continuing to work with the STV team and are excited to work on this transformative project.

Sincerely,

DB STERLIN CONSULTANTS, INC.



Hannah J. Martens, P.E.
Senior Civil Engineer

cc: Victor Cardona – DB Sterlin
Dave Cook – DB Sterlin



Geotechnical Engineering & Pavement Analysis
Environmental Services
S. Butler Drive – Phase I Engineering

The anticipated project scope will include improvements to S. Butler Drive between I-94 and E. 130th Street in Chicago, IL. The Phase 1 Engineering will include pavement and intersection improvements along the corridor; approximately 5,900 feet of roadway. It is anticipated that several new retaining walls are being considered, however these are expected to be less than 4 feet in height. Several new traffic signals will be constructed as part of the intersection improvements. GSG will advance soil borings in accordance with the IDOT's latest version of the Geotechnical Manual (2020).

A. Geotechnical Engineering

Traffic Signals

It is anticipated that new traffic signals will be required at the intersection of S. Butler Drive and E. 130th Street. We will advance two (2) borings to depths of 30 feet for new traffic signals at opposite corners of the intersection.

Culverts

A new culvert will be installed at a location to be determined to cross Butler Drive. We will advance two (2) borings to depths of 30 feet at the upstream and downstream inverts of the proposed culvert.

Retaining Walls

A new Transit Shed Retaining Wall #1 will be constructed along Butler Drive. Borings will be completed at each end of the wall and 75-foot increments, per IDOT requirements. We will advance four (4) borings to depths of 25 feet along the wall alignment.

Below is GSG's project approach for the investigations and reporting.

1.0 Subsurface Exploration

- A. Conduct a visual reconnaissance of the project area to evaluate access for drilling equipment and locate proposed soil boring locations.
- B. Clear Underground Utilities - GSG will Layout the soil borings based on the site reconnaissance. We will also contact DIGGER to clear underground utilities within the proposed boring locations.
- C. Arrange for traffic control for soil borings requiring traffic control during field activities.



- D. Mobilize truck-mounted drill rigs to the project area and perform subsurface exploration activities. Soil samples will be collected using split-barrel samples utilizing the Standard Penetration Test (SPT) procedures.
- E. Subsurface exploration and sampling activities will be supervised by an experienced geotechnical engineer. All material recovered from each split barrel will be carefully examined and visually classified at the time of sampling by the field geotechnical engineer. The field geotechnical engineer will prepare a written record (field log) providing SPT results, soil classification, field observations and other relevant data.
- F. Backfill each borehole with soil cuttings or grout mix, based on the subsurface condition after completion of all field explorations and after all samples, observations and information have been collected. Patch top of each borehole with asphalt or concrete mixed in accordance with existing surface.

2.0 Laboratory Testing Program

GSG will perform laboratory testing program on selected soil samples. The type of the laboratory testing program is dependent upon the type of soil encountered but will generally include visual engineering classification, natural moisture content, unit weight, unconfined compressive strength tests, and Atterberg limits testing.

3.0 Geotechnical Analysis and Reporting

GSG will prepare a Structure Geotechnical Report (SGR) for the proposed roadway construction, upon completion of all field explorations and laboratory testing. The report will include all engineering analysis, bearing capacity/settlement evaluation, subgrade improvement/remediation and construction recommendations, as necessary. The report will include exhibits showing boring locations, boring logs, soil test data, and results of all special studies and analyses (slope stability, settlement), engineering recommendation for the proposed project, construction considerations, and all other information specified by the IDOT Geotechnical Manual (2020).

B. Pavement Design

GSG will complete pavement design for the project area based on the final proposed improvement and traffic data of the project area. The pavement design will be completed in accordance with the IDOT local road procedures.

Deliverable - Pavement Design Technical Memorandum

C. Hazardous Waste Assessment

The Hazardous Waste Assessment will be completed in two stages. The first stage includes reviewing the Phase I Preliminary Environmental Site Assessment (PESA) to identify potential



recognized environmental conditions within the proposed project right-of-way, and then completing a Preliminary Site Investigation (PSI) to determine the nature and extent of contaminated materials at the site. Detailed description of the project approach is provided below.

1. **PESA Response Form** – GSG will prepare a PESA response form for the project area based on 60% design information. The form will include estimated quantity and depth of soils that may be required removal during the construction phase of the project.

2. **Preliminary Site Investigation (PSI) (This ideally will be completed as part of the Phase II Design)** – GSG will complete the PSI investigation to determine the presence of impacted materials within the proposed improvement where soil will be disturbed. GSG will develop a sampling plan and prior to performing field activities. We will complete the following:
 - a. Develop a sampling plan based on the results of the PESA and proposed improvement.
 - b. Conduct field sampling based on Illinois Department of Transportation (IDOT) requirements for industrial properties. Per the requirements, soil borings will be conducted every 50 linear feet along the project area (approximately 120 borings). Soil samples will be analyzed for the constituents of concerns required by IDOT Region 1.
 - c. Field sampling will be completed in two stages, the first stage to determine the presence of impacted materials and the second stage is to delineate the extent of impacted materials.

Deliverable - We will prepare a summary report presenting the analytical results in table format and preparing exhibits showing the location and depth of CCDD, non-CCDD, and non-special waste soil present within the project limit. We will also prepare a special provision for the soil handling and management. We will also provide IEPA form LPC- 663 form stamped by a professional engineer or a licensed professional geologist (LPG).





**Butler Drive Reconstruction
Doty Avenue to Stony Island Avenue
Section Number: 22-BUTDR-00-PV
Cook County Department of Transportation and Highways
SCOPE OF SERVICES
June 13, 2024**

Project Scope:

The Cook County Department of Transportation and Highways (DEPARTMENT) proposes to reconstruct Butler Drive from Doty Avenue to Stony Island Avenue, and Stony Island Avenue will be reconstructed from Butler Drive to the north edge of pavement of 130th Street. The project lies within the Illinois International Port District in Chicago, Illinois.

SCOPE OF SERVICES:

SE3, LLC (SE3) will provide Phase II engineering services as a subconsultant to STV, Inc (STV) as follows:

Scope Notes/ Assumptions:

- SE3 will utilize topography; utility atlases; existing and proposed alignments; proposed plan geometry; existing and proposed roadway profiles; and right-of-way information provided by others.
- The scope of services anticipates four milestone submittals of the plans and specifications: Preliminary, Pre-Final, Final, and Bid Documents (PS&E).
- Disposition of comments will be prepared for each of the milestone submittals.
- Project printing/plotting will be provided by others.
- Items not expressly stated herein will be performed or provided by others.

TASK 1.0 – DATA COLLECTION AND REVIEW

Data related to the scope of work will be collected and reviewed. This data includes existing engineering plans; as-built plans; utility atlases; Phase I report and Phase I CADD files provided by others.

One site visit will be performed to observe the study area.

TASK 2.0 – TOPOGRAPHIC SURVEY

Not in Scope.

TASK 3.0 – ROADWAY PLANS

Four (4) submittals for the sheets that are in SE3's scope are anticipated.

- 3.0 Base Sheets**
- 3.1 Cover Sheet**
- 3.2 Index of Sheets & List of Highway Standards**
- 3.3 General Notes and Commitments**

The sheets listed above are not in SE3's scope.



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3.4 Summary of Quantities

SE3 will provide STV with the pay items and quantities for the items within SE3's scope of work to be included in the Summary of Quantities sheets prepared by STV.

3.5 Typical Sections

These sheets are not in SE3's scope.

3.6 Schedule of Quantities

SE3 will provide STV with the information needed to prepare the Schedule of Quantities in the plans set for the following items:

- Erosion Control & Sediment Control
- Landscaping
- Roadside Barriers

3.7 Alignment, Ties, and Benchmarks

3.8 Removal Plans

3.10 Suggested Stages of Construction and Traffic Control Plans (MOT)

The sheets listed above are not in SE3's scope.

3.11 Erosion and Sediment Control Plans (ESC)

ESC plans will be developed based on the five (5) stages of construction and the substages. These sheets will be double plan view. For each stage, the proposed construction elements will be shown as complete behind hatched construction work zones. Erosion control measures, temporary drainage, and permanent seeding will be shown. Sixteen (16) Sheets.

- **General Notes.** General ESC notes and text describing the ESC design for each stage. – *One (1) Sheet*
- **Plan Sheets.** ESC plans will be created for each stage of construction. Temporary drainage required during MOT operations will be detailed on the ESC plans. *Fifteen (15) Sheets.* (The number of sheets per STV's scope, Task 3.10.)
 - Stage 1 – *One (1) Sheet*
 - Doty Avenue Closure
 - Stage 2 – *One (1) Sheet*
 - West Butler Drive Closure
 - Stage 3 – *Five (5) Sheets*
 - Butler Drive
 - Stony Island Avenue
 - Doty Avenue (Advanced Signing and MOT)
 - 130th Street (Advanced Signing and MOT)
 - Stage 4 – *Five (5) Sheets*
 - Butler Drive
 - Stony Island Avenue
 - Doty Avenue (Advanced Signing and MOT)



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- 130th Street (Advanced Signing and MOT)
- Stage 5 – *One (1) Sheet*
 - Stony Island Avenue Closure
- Substages – *Two (2) Sheets*
 - Butler Drive

3.12 Landscaping Plans

Separate double panel sheets will be provided for the listed locations. *Three (3) Sheets*

- **Plan Sheets.** Three (3) Sheets
 - Butler Drive – *Four (4) Panels*
 - Stony Island Avenue – *One (1) Panel*

3.13 Drainage and Utilities

SE3 will prepare the sheets as noted below:

- **Plan Sheets.**
 - **Existing Drainage Removal Plans.** Separate double panel sheets will be provided for the listed locations. *Five (5) Sheets*
 - Butler Drive
 - Stony Island Avenue
 - **Existing Drainage Removal Schedules.** Two (2) sheets.
 - **Drainage and Utility Plan and Profile.** Will be prepared by others.
 - **Drainage Schedules.** SE3 will prepare the drainage schedules based on the drainage plans prepared by others. Five (5) sheets.
 - **MOT Drainage Plan.** Outlines the drainage during construction stages and traffic route per stage Separate double panel sheets will be provided for the 3 stages @ 5 sheets per stage = 15 sheets.
 - **MOT Drainage Schedules.** Two (2) sheets.
 - **Drainage Details.** *Five (5) Sheets.*
- **Chicago Department of Water Management (CDWM) Permit**
 - SE3 will prepare one CDWM Permit for the project and hold one (1) meeting with the agencies for the permit.

3.14 Pavement Marking and Signing

3.15 ADA Ramp Plans

3.16 Traffic Signal Plans

3.17 District One Details

3.18 Cross Sections

3.19 Railroad

3.20 Railroad Subbase Replacement

The sheets listed above are not in SE3's scope.



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TASK 4.0 – RR PLANS

Not in Scope.

TASK 5.0 – STRUCTURAL PLANS

Not in Scope.

TASK 6.0 – PUMP STATION

Not in Scope.

TASK 7.0 – SPECIAL PROVISIONS

SE3 will prepare Special Provisions for work within the scope for work items that contains work, material, unique sequence of operations or any other requirements that are not included in the Standard Specifications, Supplemental Specifications, Recurring Special Provisions, BDE Special Provisions, Guide Bridge Special Provisions, District One Special Provisions, or Cook County Special Provision, a project specific Special Provision will be written. These Special Provisions will conform to the requirements of Section 66-1.03(c) of the BDE Manual. Four (4) submittals are anticipated.

These will be provided to STV for inclusion in the contract documents.

TASK 8.0 – ESTIMATES

8.1 Estimate of Time. BDE Form 220A

Not in scope.

8.2 Estimate of Cost. BDE Form 213

SE3 will provide STV with unit costs and quantities for pay items related to SE3's scope of work to be included in the contract documents. These will be provided for the following submittals:

- Preliminary
- Prefinal
- Final
- Bid Set

8.3 Quantity Calculations

SE3 will prepare individual pay items calculation worksheets for items related to SE3's scope of work. These coded pay items will be determined from the IDOT Coded Pay Items on the IDOT's website. These will be provided for the following submittals:

- Preliminary
- Prefinal
- Final



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- Bid Set

8.4 Lump Sum Calculations

None are anticipated.

8.5 Construction Schedule

Not in scope.

TASK 9.0 – PS&E SUBMITTALS

9.1 Preliminary

This submittal will be considered 60% complete and will include plans, specifications, quantities, and unit prices for items related to SE3's scope of work. SE3 will provide electronic files to STV to be included in the submittal to the DEPARTMENT.

9.2 Pre-Final

This submittal will be considered 95% complete and will include plans, specifications, quantities, and unit prices for items related to SE3's scope of work. SE3 will provide electronic files to STV to be included in the submittal to the DEPARTMENT and IDOT.

9.3 Plan-in-Hand Field Review

Not in scope.

9.4 Final

This submittal will be considered 100% complete and will include plans, specifications, quantities, and unit prices for items related to SE3's scope of work. SE3 will provide electronic files to STV to be included in the submittal to the DEPARTMENT and IDOT.

9.5 Central Office (Bid Set)

This is the bid set submittal and will include plans, specifications, quantities, and unit prices for items related to SE3's scope of work. SE3 will provide electronic files to STV to be included in the submittal to the DEPARTMENT and IDOT.

9.6 Electronic files

All project files related to SE3's scope of work , including dgn, pdf, word and excel files, will be provided to STV for submittal to Department for the Preliminary, Pre-Final, Final and Central Office submittals.

9.9 Disposition of Comments

The Preliminary, Pre-Final, and Final submittals will include a formal disposition of comments that addresses all review comments related to SE3's scope of work from the DEPARTMENT and any reviewing agencies. Dispositions will be provided in Microsoft Excel to STV.



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TASK 10.0 – ENVIRONMENTAL ITEMS

Not in Scope.

TASK 11.0 – UTILITY IDENTIFICATION AND COORDINATION

Not in Scope.

TASK 12.0 – BARRIER WARRANT ANALYSIS AND LAYOUT

12.1 Barrier Warrant Analysis (BWA)

The Areas of Concern (AOC) within the project limits will be evaluated for remediation. A length of need will be calculated to shield the AOC. Any remedial treatments that may eliminate the AOC's will be identified for consideration, but a cost analysis will not be performed.

12.2 Roadside Barrier Layout

SE3 will provide STV with the layout details for any warranted roadside barrier to be included on the roadway plans.

TASK 13.0 – GEOTECHNICAL ENGINEERING

Not in Scope.

TASK 14.0 – QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)

14.1 Quality Control

SE3 will perform Quality Assurance review of the roadway related sheets, quantity calculations, and specifications at the following submittals:

- Preliminary
- Prefinal
- Final
- Bid Set

14.2 Constructability Review

Not in Scope.

14.3 Quality Audit

Covered as Item 14.1 above.

TASK 15.0 – OUC COORDINATION

Not in Scope.



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TASK 16.0 – PHASE III ACTIVITIES

Not in Scope.

TASK 17.0 – MEETINGS

Meetings will serve to discuss and resolve issues in the preliminary design process. Minutes of meetings will be prepared and distributed by others SE3 anticipates participating at the following meetings:

- One (1) Kick-off meeting with the DEPARTMENT
- One (1) Pre-Final Plan-in-hand Site Verification with the DEPARTMENT
- One (1) meeting to discuss the Existing Project Data, Design Criteria, and Requirements with the DEPARTMENT
- Twelve (12) progress meetings with the DEPARTMENT
- One (1) Pre-Construction meeting with the DEPARTMENT

TASK 18.0 – PROJECT ADMINISTRATION AND MANAGEMENT

Services will include the following tasks:

18.1 Project Administration:

- Project setup including contract administration and budget control.
- Prepare and monitor a project schedule and update quarterly as tasks or project scheduling change.
- Perform scope of services reviews, resource planning, and internal team coordination.
- Prepare and submit monthly invoices to STV during months when engineering activities occur, and invoices are due.
- Monitor work and budget expenditures.

18.2 Project Coordination

- Weekly internal meetings with staff when the project is active.
- Provide phone and email updates and general project coordination with STV as necessary to advance the progress of the project.

ANTICIPATED PROJECT SCHEDULE:

The scope of services in this work order is anticipated to be completed within twenty (20) months. A general schedule is noted below. Should the County wish to proceed with Section 1440 of the FAST Act,



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notice to proceed may move up to a County designated time after County Board approval of the contract.

Notice to Proceed	January 6, 2025
Preliminary	October 17, 2025
Pre-Final	February 27, 2026
Final	May 22, 2026
Central Office	June 26, 2026
Letting	September 18, 2026



Butler Drive
Doty Avenue to 130th Street
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Scope of Work

WIGHT & COMPANY (Wight) agrees to perform, at the direction of Cook County Department of Highways (CCDOH) and as a subconsultant to STV, the Phase II services for the work described below:

- Drainage tasks for the reconstruction of Butler Drive from Doty Avenue to 130th Street

This scope is based on review of the Phase I Project Development Report (PDR) and the summary of the Location Drainage Technical Memorandum contained in the PDR.

PROJECT BACKGROUND

The project is located in Lake Calumet Port in Chicago and is under the jurisdiction of the Illinois International Port District (IIPD). The scope of the project consists of reconstruction within the project limits. However, the drainage limits extended beyond the limits of the study to capture, and address identified drainage concerns for the watershed within the site's footprint. The drainage concerns consist primarily of water ponding along Butler Drive. Phase I evaluated and a total of three identified sensitive outlets.

Additionally, a pump station report was prepared for the outlet into Lake Calumet. Improvements to the pump station or pump station outlet are not included in the scope.

The LDTM noted that stormwater detention was not included in this study and was limited to upsizing of several proposed storm sewers.

PROJECT APPROACH:

The scope of services for Butler Drive consists of preparing contract plans for the drainage elements outlined below. It is anticipated that elements requiring detailed design during Phase II, will be performed using Bulletin 75 data.

The Phase I design for the proposed storm sewer was developed using Bentley Civil Storm for design of the mainline trunk sewers along Butler that discharge into the pump station.

During Phase II, the proposed sewer will be modeled in CivilStorm using the Phase I drainage areas and the proposed mainlined trunk storm sewers that were sized in the Pump Station report. For the sections that are proposing slotted drains, the drainage areas will be delineated and incorporated into the model for analysis of the entire system. Additionally, for the sections that are crossing the existing rail lines, depths will be confirmed and designed to meet required railroad clearance standards.

Other alternatives can be proposed that align with the pavement design strategies, such as pavement warping, if there is sufficient grade or flanking inlets designed to increase catchment areas. During Phase II, the design will evaluate considerations based on how to optimize runoff along these flat pavement sections.



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Design Criteria

The design criteria would follow the IDOT Drainage and CCDOTH requirements for standard pipe sizes and proposed ditches and is outlined below.

- Storm sewers: 10-year Design and 50-year Hydraulic Grade Line check
- 15-inch minimum storm sewer size for County ROW
- 50-year Ditch Design

Outfalls

There are a total of three outlets for the project area, as described below:

- Outlet #1: Discharge to Lake Calumet via an existing 54-inch culvert
- Outlet #2: Pump Station Outfall to Lake Calumet
- Outlet #3: Outlet to Stony Island Avenue Storm Sewer

Design Parameters

- Storm sewers will have a designed 10 and 50-year HGL plotted, with the exception of the Pump Station Discharge system which will have a 50-year design HGL and a 100-year check storm HGL plotted.
- Inlet spacing calculations will have a 10-year design frequency.
- Ditches and swales will be designed using the Phase I typical ditch cross sections. The profiles will be shown in the corresponding sheets.
- Ditch and swale profiles will be provided to STV for inclusion/drafting in roadway cross sections.
- Culverts will be shown in cross sections which will be provided by STV at the culvert locations.
- Driveway culverts (if any) will be sized accordingly, and calculations will be provided.
- Design calculations will be provided for storm sewers, inlet spacing, ditches and culverts.
- Utility conflicts will be identified and coordinated, as needed.
- Trench back fill calculations will be performed for all storm sewer where the inner edge of the trench is within 2 feet of the proposed edge of pavement, curb, gutter, curb and gutter, stabilized shoulder, or sidewalk.

Contract Plans

Wight will furnish contract plans and specifications for the drainage design as related to the reconstruction of Butler Drive from Doty Avenue to 130th Street.

- Drainage and Utility Plan and Profile (1"=50')
- Drainage Summary of Quantities
- Storm sewer/slotted drain details



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The design and preparation of contract plans for the project shall be completed as outlined in Chapter 63 of the BDE manual, according to District Standards, and follow IDOT Drainage Manual and CCDOTH criteria. All work will be performed in English units.

Wight will conduct the drainage calculations and prepare the storm sewer analysis using Bentley CivilStorm. Required information will be supplied to STV and other subconsultant team members for preparation of Drainage Removal Plans, Drainage MOT Plans, Drainage Schedules and Drainage Details.

Pump Station Design:

The Phase I Pump Station Hydraulic Report requires two proposed pumps to supplement the existing two pumps, each with a discharge rate of 12,500 GPM/pump and horsepower of 125 HP/pump.

Because the new pumps are to be retrofitted into the existing pump house, we recommend preparing a Pump Station Report, typically performed at the beginning of Phase II, the intent of the Phase II Pump Station Report consists of the following components:

Consisting of an executive summary, general description of the existing facility, review of existing construction drawings and/or field inspection, careful evaluation of potential modifications, outline of options, recommendations.

Additional considerations for installing new pump stations:

- Additional field examination of the existing pump station site, potential need for supplemental survey if required
- Confirm number and size of pipes

Once the report review is complete, the pump station design can begin and will be based on the recommendations outlined in Pump Station Report.

Pump Station Plans

The intent of this work is to prepare final construction documents including final plans, specifications, calculations, summary of quantities and an estimate of construction cost for the installation of two new pumps to be added to the existing Pump Station Outfall to Lake Calumet.

The design will be in accordance with the Hydraulic Institute Standards and the IDOT Drainage Manual dated July 2011 and the IDOT District 1 General Guidelines for Pump Station Design. The pump station design shall be based on the recommendations of the Pump Station Hydraulic Report.

Data Review

This task will include the review of Phase I materials and reports including Project Development Report, Location drainage Study (LDS), Pump Station Hydraulic Reports, Drainage and Pump Station Preliminary Analysis, utility coordination documents, local agency coordination documentation and existing pump station detailed As-Built Drawings.

Preliminary Engineering Phase:

The following tasks will be completed under the preliminary engineering phase.



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Doty Avenue to 130th Street
Cook County

- Confirm number and size of pipes
- Preliminary pump selection
- Determine if there are remote monitoring needs and control communication

Design Development

General Plans:

Title Sheet Index and List of IDOT Highway Standards

General Notes and Commitments

Summary of Quantities (with Construction code and Funding Breakdown)

Design Documents development will include the following items:

- Prepare 60%, 90%, 100% and ready to advertise packages
- Submit for review and incorporate comments
- Prepare permits for construction approval

General Notes, Schedules and Summary of Quantities

The General Notes sheet will be created using required CCDOTH and IDOT District One general notes. Any additional notes needed to address specifics of the project will be included by Wight.

Drainage pay items in the contract shall be included on the master schedule of quantities. These items shall be in pay item order, with the pay item code number adjacent to the item, units and the quantity.

Summary of Quantities and Schedule of Quantities: Follow Chapter 64 "Quantity Computations" of the IDOT BDE manual and district standard practices.

Plan Format

Wight will use MicroStation "DGN" format on this project and will utilize the IDOT cell library, seed files, font libraries, color table, CADD level assignments, and Bentley OpenRoads Designer.

Special Provisions

Wight will provide any special provisions for items not covered by IDOT's Specifications, district's Special Provisions or district standards. The provisions shall be formatted according to district standards.

Permits

Wight will prepare exhibits, applications and necessary calculations for submittal to CCDOTH and address permit agency review comments in order to secure necessary permits. CCDOTH will be responsible for direct coordination with the permit agencies including the US Army Corps of Engineers and the IDNR.



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Lake Calumet is identified as a public navigable body of water and as such is subject to IDNR/OWR's Part 3704 "Regulation of Public Waters" rules and will be subject to Regional Permit No. 3, administered by IDNR/OWR, which authorizes construction of minor projects, such as outfall.

The new outlet will also be subject to a Section 10 USACE permit, due to being a navigable water (differs from public waters).

Meetings/Coordination

Wight will attend coordination meetings with CCDOTH, IIPD and STV, as well as any other cross discipline meetings required for task leads. If needed, Wight will also attend coordination meetings with any outside agencies.

Exclusions

Wight assumes the following exclusions of work related to scope tasks outlined in this document:

- Non drainage related permits will be handled by STV.
- No detention was designed as part of this improvement.

Deliverables

The Wight will furnish the following documents to STV for review:

- A. 60% Plan Review Submittal – one 11"x17" PDF document set of sheets, one PDF document of Special Provisions, and an excel file with the Cost Estimate of Construction. Include a list of potential utility conflicts, QC/QA Certification Statement and other documents in accordance with the QC/QA plan.
- B. 98% Plan Review Submittal - one 11"x17" PDF document set of sheets, one PDF document of Special Provisions, and an excel file with the Cost Estimate of Construction. Include a list of potential utility conflicts, QC/QA Certification Statement and other documents in accordance with the QC/QA plan.
- C. 100% Plan Review Submittal - one 11"x17" PDF document set of sheets, one PDF document of Special Provisions, and an excel file with the Cost Estimate of Construction. Include a list of potential utility conflicts, QC/QA Certification Statement and other documents in accordance with the QC/QA plan.
- D. Advertisement set as needed.

EXHIBIT 3

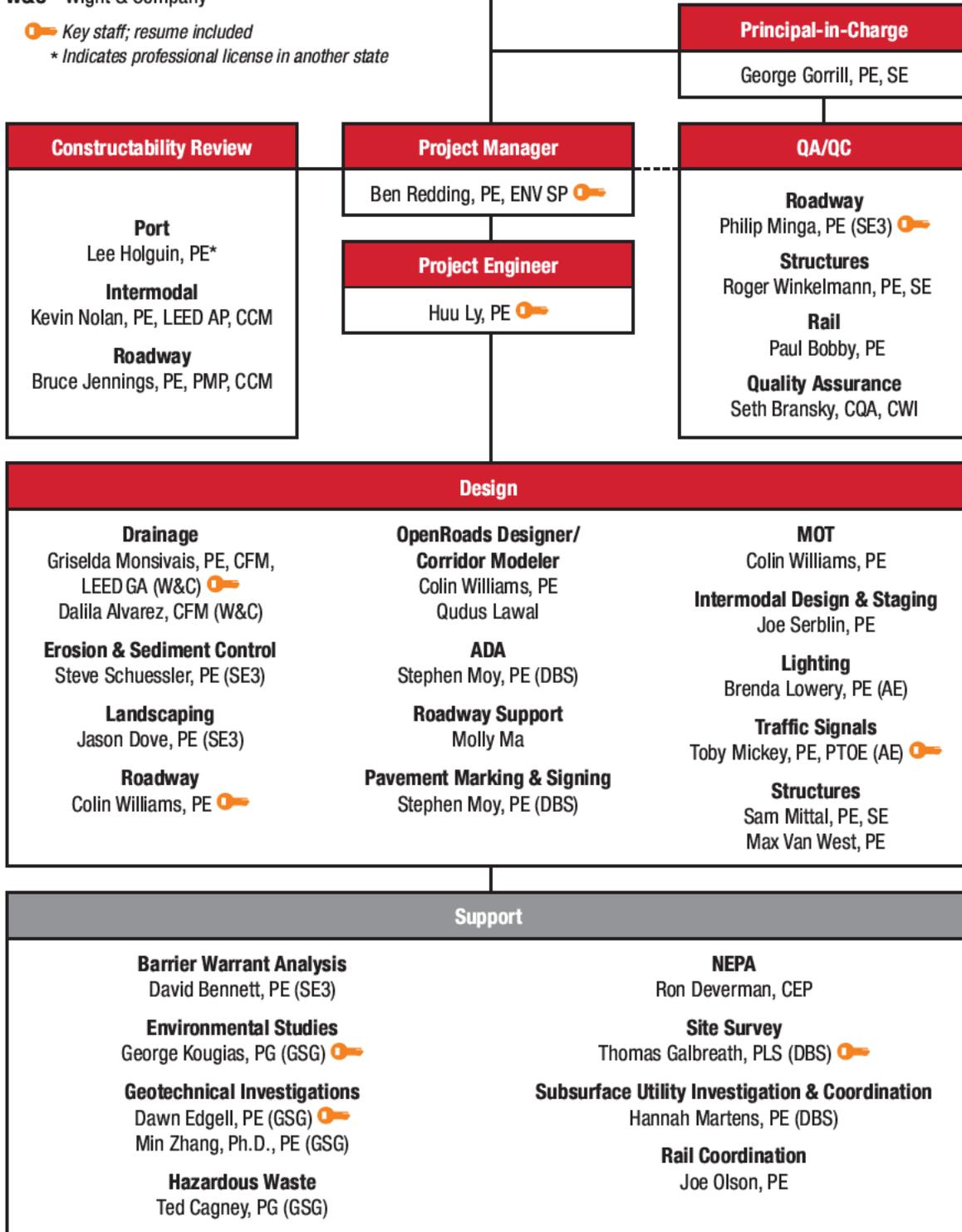
Key Personnel

ORGANIZATIONAL CHART



- AE** - Ames Engineering, Inc. (DBE)
- DBS** - DB Sterlin Consultants, Inc. (DBE)
- GSG** - GSG Consultants, Inc. (DBE)
- SE3** - SE3, LLC (DBE)
- W&C** - Wight & Company

Key staff; resume included
 * Indicates professional license in another state



KEY PERSONNEL

All assigned key personnel are properly licensed to practice in Illinois.



BENJAMIN REDDING, P.E., ENV SP *Project Manager*

FIRM, LOCATION STV Incorporated, Chicago

CREDENTIALS Professional Engineer: Illinois

Ben has more than 15 years of experience directing preliminary studies and design engineering projects. His expertise spans roadway geometric design, drainage studies, and traffic studies. He leads diverse teams, acting as a single point of contact, taking ownership of this assignment from initiation through closeout.

BENEFITS TO COOK COUNTY

- Leverages experience as a former county design manager to approach this project from the county's perspective
 - Offers insights gained from design of relevant multimodal facilities in Crete, Elwood, and Wilmington, Illinois; and Baltimore, Maryland
-



HUU LY, P.E. *Project Engineer*

FIRM, LOCATION STV Incorporated, Chicago

CREDENTIALS Professional Engineer: Illinois

Huu has 17 years of experience in the design and construction of roadway projects including rehabilitations, widenings, and full reconstructions. Utilizing OpenRoads 3-D, he designs roadway geometries, MOT, drainage, and erosion control plans.

BENEFITS TO COOK COUNTY

- Performs OpenRoads 3-D modeling to resolve conflicts
 - Leverages roadway construction experience to improve constructability of the design
-



GRISELDA MONSIVAIS, P.E., CFM. LEED GA *Drainage Engineer*

FIRM, LOCATION Wight & Company, Darien

CREDENTIALS Professional Engineer: Illinois

Griselda is **exclusively** on our team to conduct drainage studies and investigations. From a 20-year career in civil engineering, she also brings expertise in modeling, permitting coordination, and county-focused public outreach initiatives. For this reconstruction, she will develop design of new stormwater conveyance infrastructure and prepare modifications to the existing system.

BENEFITS TO COOK COUNTY

- Offers insights gained from the Phase I site study to advance the design
- Brings working relationships with IIPD to streamline coordination

KEY PERSONNEL, CONTINUED



DAWN EDGELL, P.E. *Geotechnical Engineer*

FIRM, LOCATION GSG Consultants, Inc. (DBE), Schaumburg
CREDENTIALS Professional Engineer: Illinois

Dawn has more than 20 years of experience providing geotechnical analysis, including the design and oversight of subsurface investigations and laboratory testing programs involving geotechnical sampling, rock coring, pavement cores, in situ testing, and installation of monitoring equipment.

BENEFITS TO COOK COUNTY

- Understands your standards and practices from relevant CCDOTH Busse Road, Sanders Road, and Burnham Grade Separation projects
 - Provides oversight for subsurface exploration programs and laboratory analyses
-



THOMAS GALBREATH, PLS *Land Surveyor*

FIRM, LOCATION DB Sterlin Consultants, Inc. (DBE), Chicago
CREDENTIALS Professional Land Surveyor: Illinois

Tom has 44 years of experience in the practice of land surveying. Capable of conducting transportation design, land acquisition, control, ALTA/ACSM land title, boundary, and other surveys, he is equipped with the latest GPS and robotic instrumentation to provide high-quality data. CCDOTH experience: Skokie Valley Bike Path, Oak Forest Health Center

BENEFITS TO COOK COUNTY

- Understands your standards and practices from relevant CCDOTH Skokie Valley Bike Path, and Oak Forest Health Center projects
 - Performs various types of surveying on live railroad tracks
-



COLIN WILLIAMS, P.E., ASSOC. DBIA *Roadway Engineer*

FIRM, LOCATION STV Incorporated, Chicago
CREDENTIALS Professional Engineer: Illinois

Colin has experience in roadway and transportation services for a wide array of DOT and municipal clients. His work has covered all phases of the project cycle from conceptual to construction plans and multiple contracting types including design-bid-build and design-build. He has unique and significant experience with Bentley's OpenRoads Designer doing workspace integration, management, and development and is an expert modeler within the platform.

BENEFITS TO COOK COUNTY

- Understands OpenRoads Designer at an expert level

KEY PERSONNEL, CONTINUED



TOBY MICKEY, P.E., PTOE *Traffic Engineer*

FIRM, LOCATION Ames Engineering, Inc.(DBE), Downers Grove

CREDENTIALS Professional Engineer: Illinois; Professional Traffic Operations Engineer: Illinois

Toby has 26 years of experience in traffic and transportation engineering. His work encompasses a broad scope of intersection design, signal design, traffic analysis, and traffic impact studies on local projects for clients such as CDOT and IDOT. CCDOTH experience: Lake-Cook Road and Arlington Heights Road

BENEFITS TO COOK COUNTY

- Understands your standards and practices from relevant CCDOTH Lake-Cook Road and Arlington Heights Road projects
 - Provides solutions such as fiber optic closed loop signal systems, temporary, and permanent traffic signals
-



PHILIP MINGA, P.E. *Quality Engineer - Roadway*

FIRM, LOCATION SE3, LLC (DBE), Lisle

CREDENTIALS Professional Engineer: Illinois

Phil has more than 37 years of experience in project management of transportation and site civil projects. His work includes interstate and arterial roadway design and services during construction.

BENEFITS TO COOK COUNTY

- Provides vast roadway design and management experience
 - Leverages roadway construction experience to improve constructability of the design
-



GEORGE KOUGIAS, P.G. *Environmental Lead*

FIRM, LOCATION GSG Consultants, Inc. (DBE), Schaumburg

CREDENTIALS Professional Geologist: Illinois

George has 26 years of experience managing environmental, engineering, construction, geotechnical, and remediation related projects. His expertise includes projects in the Illinois EPA Site Remediation and Leaking Underground Storage Tank Programs, National Environmental Policy Act Assessments, and Phase I/II Environmental Due Diligence Assessments, and Clean Construction for Demolition Debris profiling and permitting.

BENEFITS TO COOK COUNTY

- Manages complex site environmental services including remediation
- Brings EPA site remediation expertise for EPA Superfund sites

OTHER PERSONNEL



GEORGE GORRILL, P.E., S.E. *Principal In Charge*

FIRM, LOCATION STV Incorporated, Chicago

CREDENTIALS Professional Engineer: Illinois; Structural Engineer: Illinois

George has more than 25 years of experience managing the design, analysis, inspection, and rehabilitation of transportation projects. As the Principal In Charge, he has authority to negotiate and sign contracts.



JOE OLSON, P.E. *Railroad Track Engineer*

FIRM, LOCATION STV Incorporated, Chicago

CREDENTIALS Professional Engineer: Illinois

Joe is a project manager and civil rail engineer with more than 10 years of experience providing design and review for passenger and freight rail projects throughout North America.



LIBRADO (LEE) HOLGUIN, P.E.* *Port Constructability Engineer*

FIRM, LOCATION STV Incorporated, California

CREDENTIALS Professional Engineer: California

Lee has 40 years of experience providing design, management, and construction services for a wide range of civil works and site development projects. He has provided design and construction of roadway, drainage and rail trackwork for the Port of Long Beach and Port of Los Angeles.

* Not licensed in Illinois



ROGER WINKELMANN, P.E., S.E. *Quality Engineer - Structures*

FIRM, LOCATION STV Incorporated, Chicago

CREDENTIALS Professional Engineer: Illinois; Structural Engineer: Illinois

Roger has more than 35 years of engineering experience related to bridge and transportation structures, and has been involved in the design, analysis, and rehabilitation of highway and railroad bridges and retaining walls.

OTHER PERSONNEL, CONTINUED



RON DEVERMAN, CEP NEPA

FIRM, LOCATION STV Incorporated, Chicago
CREDENTIALS Certified Environmental Planner: Illinois

Ron has more than 35 years of experience overseeing large transportation infrastructure projects, including all types of highways, rail transit and freight rail, major interchanges, and bridges. He is a project manager for conducting studies under the requirements of NEPA and related federal regulations.



PAUL BOBBY, P.E. Quality Engineer - Rail

FIRM, LOCATION STV Incorporated, Chicago
CREDENTIALS Professional Engineer: Illinois

Paul has more than 20 years of experience in the design and construction of railroad and highway improvements, including rail clearance and grade separation programs. He is adept at the design of roadway and track alignment, geometry, and ROW and utility conflict identification.



QUDUS LAWAL OpenRoads Designer / Corridor Modeler

FIRM, LOCATION STV Incorporated, Chicago
CREDENTIALS

Qudus is familiar with all aspects of roadway design and has particular expertise with MOT, ADA-compliant amenities, and grading. He is preparing the OpenRoads 3-D model, cross sections, plan and profile, ADA plans, intersection details, and MOT design plans for IDOT Pershing Road Reconstruction. He also prepared a OpenRoads model of Ela Road for Lake County DOT.



SAM MITTAL, P.E., S.E. Structural Engineer

FIRM, LOCATION STV Incorporated, Chicago
CREDENTIALS Professional Engineer: Illinois; Structural Engineer: Illinois

Sam has more than 15 years of experience leading structural PS&E preparation for projects throughout the country. He has been integral to bridge design for a dozen state DOTs, including IDOT, and brings experience designing complex bridges supporting curved and variable width roadways.

EXHIBIT 4 Schedule of Compensation

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

STV Incorporated – 134.84%	GSG Consultants, Inc. – 126.28%
Ames Engineering, Inc. – 96.79%	SE3, LLC – 133.51%
DB Sterlin Consultants, Inc. – 124.65%	Wight & Company – 175.99%

Wage Rates:

All billable wages shall be actual, not to exceed \$86.00 / Hour.

No Retainage will be withheld.

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

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

CPFF formula: 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.



Local Public Agency **County** **Section Number**
Prime Consultant (Firm) Name **Prepared By** **Date**
Consultant / Subconsultant Name

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

CONTRACT TERM	<input type="text" value="20"/> MONTHS	OVERHEAD RATE	<input type="text" value="134.84%"/>
START DATE	<input type="text" value="1/6/2025"/>	COMPLEXITY FACTOR	<input type="text" value="0"/>
RAISE DATE	<input type="text" value="1/1/2026"/>	% OF RAISE	<input type="text" value="2.00%"/>
END DATE	<input type="text" value="9/5/2026"/>		

PAYROLL ESCALATION TABLE

ESCALATION PER YEAR

Year	First Date	Last Date	Months	Contract	% of
0	1/6/2025	1/1/2026	12	60.00%	
1	1/2/2026	9/1/2026	8	40.80%	

Project: Butler Dr.
Doty Ave. to 130th St.
Cook County
AEI Ref. # 1097

May 14, 2024

Ames Engineering, Inc. (AEI) will be the sub-consultant to STV Inc. to provide traffic signal, lighting, shed electrical and pump station electrical PS&E and to provide CADD services for the above project.

Scope of Work – Traffic Signal

Ames Engineering, Inc. (AEI) scope of services consists of preparing temporary traffic signals plans at Stony Island and 130th Street Intersection due to the improvement to the North Leg. The work will include the following items:

- Data Collection, Field Check/Meeting with ComEd for service location.
- Traffic Signals Requirement Drawing - (1 sheet)
- Traffic Control Signals Drawing - (1 sheet)
- Timing Schedule - (1 sheet)
- Synchro Model
- Temporary Traffic Signals Requirement Drawing - (1 sheet)
- Temporary Timing Schedule - (1 sheet)
- CDOT DEO Details- (8 sheets)
- Specifications
- Meetings/Coordination
- QC/QA
- RFI and RFC's/Phase III Coordination
- Administration & Management

Items not included in scope:

1. Permanent Traffic Signal or Modernization plans are not included in the scope.

Items to be furnished to AEI:

1. Base sheets in dgn format.
2. All underground utilities (dgn format).
3. Electronic files (dgn format) of proposed roadway geometry, alignment shall be provided by the Prime.
4. Existing traffic signal plans
5. Traffic Staggering Plans

Scope of Work – Lighting

Ames Engineering, Inc. (AEI) scope of services consists of preparing lighting plans for roadway lighting as required along Butler Dr. and Stony Island Ave. from Doty Ave. to 130th St. The existing lighting on the east side of Stony Island Ave. shall be maintained and the lighting in the center Island of the turnaround will be removed. The work will include the following items:

1. General Notes, Legend and Schedule of Quantities
2. Removal Lighting Plan
3. Proposed Lighting Plan
4. Wiring Diagram
5. Lighting Details
6. Special Provisions
7. Field visit
8. Engineers Cost Estimate
9. QA/QC
10. Project management and administration

Project: Butler Dr.
Doty Ave. to 130th St.
Cook County
AEI Ref. # 1097

May 14, 2024

Items not included in scope:

Additional hours will be required if changes to the scope of lighting are made.

Items to be furnished to AEI:

- Base sheets in dgn format.
- All underground utilities (dgn format).
- Electronic files (dgn format) of proposed roadway geometry, alignment shall be provided by the Prime.
- Existing lighting plans

Scope of Work – Shed Electrical

Ames Engineering, Inc. (AEI) scope of services consists of preparing electrical plans for providing new service cables to Sheds No. 1-4. In addition, new power feeds will be connected to the existing breaker at Sheds No. 1-3 and a new power feed will be connected to a new circuit breaker at Shed No. 1.

1. General Notes, Legend and Schedule of Quantities
2. Removal Electrical Plan
3. Proposed Electrical Plan
4. Wiring Diagram
5. Electrical Detail sheets
6. Special Provisions
7. Engineers Cost Estimate
8. QA/QC
9. Project management and administration

Scope of Work – Pump Station Electrical

Ames Engineering, Inc. (AEI) scope of services consists of preparing electrical plans for the pump station based on the work required because of the upgrades to the pump station.

1. General Electrical Legend
2. Classification Summary
3. Electrical Site Plan
4. Elevation Power Plans
5. Grounding Plans
6. Electrical Sections
7. Electrical Detail Sheets
8. Line Diagrams
9. Schematics
10. Panel Details
11. SCADA Panel Elevation Plans
12. Wet Well Cable Plan
13. Instrumentation & Control Details
14. Special Provisions
15. Report Components-Electrical *
16. Engineers Cost Estimate
17. QA/QC
18. Project management and administration

*Ames will be providing content regarding electrical components for the Pump Station Report. The Pump

Station Report will be prepared by others.

Project: Butler Dr.
 Doty Ave. to 130th St.
 Cook County
 AEI Ref. # 1097

May 14, 2024

Man-hour Estimate – Traffic Signal

Item No.	Task	Man-Hours
1	Data Collection, Field Check/Meeting with ComEd for service location: 1 trip x 4 hrs/trip x 1 person = 4hrs	4
2	Traffic Signals Requirement Drawing - (1 sheet)	24
3	Traffic Control Signals Drawing - (1 sheet)	40
4	Timing Schedule - (1 sheet)	12
5	Synchro Model	12
6	Temporary Traffic Signals Requirement Drawing - (1 sheet)	32
7	Temporary Timing Schedule - (1 sheet)	12
8	CDOT DEO Details- (8 sheets)	8
8	Specifications = 4hrs	4
10	Meetings/Coordination	4
11	QC/QA	4
12	RFI's and RFC's/Phase III Coordination	4
13	Administration & Management	5
	Total	165

Manhour Estimate - Lighting

Item	Task	Hours
1.	General Notes, Legend and Schedule of Quantities	12
2.	Removal Lighting Plan 50' scale (1 sheet @ 24 hrs/sheet)	24
3.	Proposed Lighting Plan 50' scale (1 sheet @ 32 hrs/sheet)	24
4.	Wiring Diagram (1 sheet @ 12 hrs/sheet)	12
5.	Lighting Detail sheets (1 sheet @ 2 hr/sheet)	2
6.	Special Provisions	8
7.	Field visit (1 field trip, 2 persons @ 4 hrs/trip=8hrs)	8
8.	Engineers Cost Estimate	8
9.	QA/QC	4
10.	Project management and administration	4
	Total	114

Project: Butler Dr.
Doty Ave. to 130th St.
Cook County
AEI Ref. # 1097

May 14, 2024

Manhour Estimate – Shed Electrical

Item	Task	Hours
1.	General Notes, Legend and Schedule of Quantities	12
2.	Removal Electrical Plan (1 sheet @ 24 hrs/sheet)	24
3.	Proposed Electrical Plan (1 sheet @ 24 hrs/sheet)	24
4.	Wiring Diagram (4 sheets @ 12 hrs/sheet)	48
5.	Electrical Detail sheets (8 sheets @ 4 hrs/sheet)	32
6.	Special Provisions	8
7.	Engineers Cost Estimate	8
8.	QA/QC	8
9.	Project management and administration	8
	Total	172

Manhour Estimate – Pump Station Electrical

Item	Task	Hours
1.	General Electrical Legend (2 sheets @ 12 hrs/sheet)	24
2.	Classification Summary (1 sheet @ 24 hrs/sheet)	24
3.	Electrical Site Plan (1 sheet @ 24 hrs/sheet)	24
4.	Elevation Power Plans (3 sheets @ 24 hrs/sheet)	72
5.	Grounding Plans (2 sheets @ 24 hrs/sheet)	48
6.	Electrical Sections (1 sheet @ 24 hrs/sheet)	24
7.	Electrical Detail sheets (8 sheets @ 4 hrs/sheet)	32
8.	Line Diagrams (2 sheets @ 12 hrs/sheet)	24
9.	Schematics (3 sheets @ 12 hrs/sheet)	36
10.	Panel Details (2 sheets @ 8 hrs/sheet)	16
11.	SCADA Panel Elevation Plans (2 sheets @ 8 hrs/sheet)	16
12.	Wet Well Cable Plan (1 sheets @ 8 hrs/sheet)	8
13.	Instrumentation & Control Details (3 sheets @ 8 hrs/sheet)	24
14.	Special Provisions	12
15.	Report Components-Electrical	24
16.	Engineers Cost Estimate	8
17.	QA/QC	16
18.	Project management and administration	16
	Total	448



Project: Butler Dr.
Doty Ave. to 130th St.
Cook County
AEI Ref. # 1097

May 14, 2024

Direct Cost Estimate

Travel:

Field Check: 1 trip @ \$65/day=\$65

65.00

In-House Miscellaneous:

356 CADD Hrs: x \$10/hrs= \$3560

\$ 3560.00

TOTAL \$ 3625.00



Local Public Agency Cook County DOT	County Cook	Section Number 22-BUTDR-00-PV
Prime Consultant (Firm) Name STV	Prepared By Joan Somer	Date 5/17/2024
Consultant / Subconsultant Name AMES Engineering, Inc.	Job Number	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

[REDACTED]

PAYROLL ESCALATION TABLE

CONTRACT TERM 20 MONTHS	OVERHEAD RATE 96.79%
START DATE 1/6/2025	COMPLEXITY FACTOR 0
RAISE DATE 1/1/2026	% OF RAISE 2.00%
END DATE 9/5/2026	

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/6/2025	1/1/2026	12	60.00%
1	1/2/2026	9/1/2026	8	40.80%

Local Public Agency

Cook County DOT

County

Cook

Section Number

22-BUTDR-00-PV

Consultant / Subconsultant Name

AMES Engineering, Inc.

Job Number

DIRECT COSTS WORKSHEET

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.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	1	\$65.00	\$65.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)	356	\$10.00	\$3,560.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$3,625.00



Local Public Agency **County** **Section Number**

Prime Consultant (Firm) Name **Prepared By** **Date**

Consultant / Subconsultant Name **Job Number**

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	<input type="text" value="20"/> MONTHS	OVERHEAD RATE	<input type="text" value="124.65%"/>
START DATE	<input type="text" value="1/6/2025"/>	COMPLEXITY FACTOR	<input type="text" value="2.00%"/>
RAISE DATE	<input type="text" value="1/1/2026"/>	% OF RAISE	<input type="text"/>
END DATE	<input type="text" value="9/5/2026"/>		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/6/2025	1/1/2026	12	60.00%
1	1/2/2026	9/1/2026	8	40.80%

Local Public Agency

Cook County Department of Transportation a

Consultant / Subconsultant Name

DB Sterlin Consultants, Inc.

County

Cook

Section Number

Job Number

DIRECT COSTS WORKSHEET

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.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	19	\$65.00	\$1,235.00
Vehicle Rental	Actual Cost (Up to \$55/day)	3	\$55.00	\$165.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Right of Entry Agreement with IIPD	Actual Cost (\$2,500 estimated)	1	\$2,500.00	\$2,500.00
Railroad Flagging from IIPD	Actual Cost (\$1,000/day estimated)	15	\$1,000.00	\$15,000.00
Title Commitments	Actual Cost (2 @ \$2,000/each estimated)	2	\$2,000.00	\$4,000.00
OUC IR Utility Atlas Retrieval	Actual Cost (1 at \$51/each)	1	\$51.00	\$51.00
TOTAL DIRECT COSTS:				\$22,951.00

Local Public Agency
Cook County Department of Transportation and Highways

County
Cook

Section Number

Consultant / Subconsultant Name
DB Sterlin Consultants, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Task 1.0 - Data Collection			Task 2.0 - Supplemental Topographic Survey			Task 3.7 - Alignment, Ties, and Benchmarks			Stages of Construction and Traffic Control Plans (MOT)			Task 3.14 - Pavement Marking and Signing					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Senior Engineer III	86.00	0.0																				
Senior Engineer I	82.73	30.0	1.65%	1.37			6	1.92%	1.59													
Professional Land Surveyor II	72.83	32.0	1.76%	1.28			6	1.92%	1.40	2	16.67%	12.14										
CADD Manager	69.46	4.0	0.22%	0.15																		
Civil Project Engineer II	69.35	238.0	13.09%	9.08	8	16.67%	11.56						40	9.30%	6.45	16	6.06%	4.20				
Civil Project Engineer I	54.77	0.0																				
Engineer IV	50.24	444.0	24.42%	12.27	20	41.67%	20.93						2	16.67%	8.37	144	33.49%	16.82	60	22.73%	11.42	
Engineer III	46.27	12.0	0.66%	0.31	12	25.00%	11.57									166	38.60%	15.88	124	46.97%	19.32	
Engineer II	41.13	470.0	25.85%	10.63																		
Engineer I	36.34	0.0																				
Civil Engineering Technician III	48.00	84.0	4.62%	2.22				60	19.23%	9.23	8	66.67%	32.00									
Civil Engineering Technician II	38.94	144.0	7.92%	3.08	8	16.67%	6.49									80	18.60%	7.24	24	9.09%	3.54	
CADD Technician III	44.36	0.0																				
CADD Technician II	36.82	0.0																				
CADD Technician I	26.83	56.0	3.08%	0.83																		
Survey Crew Member IV	48.54	152.0	8.36%	4.06				120	38.46%	18.67										40	15.15%	4.07
Survey Crew Member III	43.14	0.0																				
Survey Crew Member II	39.07	152.0	8.36%	3.27				120	38.46%	15.03												
Survey Crew Member I	25.20	0.0																				
		0.0																				
		0.0																				
		0.0																				
		0.0																				
		0.0																				
		0.0																				
		0.0																				
		0.0																				
		0.0																				
TOTALS		1818.0	100%	\$48.54	48.0	100.00%	\$50.55	312.0	100%	\$45.92	12.0	100%	\$52.51	430.0	100%	\$46.40	264.0	100%	\$42.54			

Local Public Agency

Cook County Department of Transportation and Highways

Consultant / Subconsultant Name

DB Sterlin Consultants, Inc.

County

Cook

Section Number

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 3.15 - ADA Ramp Plans			Task 7.0 - Special Provisions			Task 8.4 - Quantity Calculations			Identification and Coordination			Assurance / Quality Control (QA/QC)			Task 15.0 - Plat of Survey for OUC/Permits		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Engineer III	86.00																		
Senior Engineer I	82.73																		
Professional Land Surveyor II	72.83																		
CADD Manager	69.46																		
Civil Project Engineer II	69.35	12	42.86%	29.72	10	9.80%	6.80	48	21.62%	14.99	4	12.50%	8.68	28	87.50%	60.68			
Civil Project Engineer I	54.77																		
Engineer IV	50.24	16	33.33%	16.75	28	27.45%	13.79	82	36.94%	18.56									
Engineer III	46.27																		
Engineer II	41.13	24	50.00%	20.56	64	62.75%	25.80	52	23.42%	9.63									
Engineer I	36.34																		
Civil Engineering Technician III	48.00																		
Civil Engineering Technician II	38.94	8	16.67%	6.49				24	10.81%	4.21									
CADD Technician III	44.36																		
CADD Technician II	36.82																		
CADD Technician I	26.83							16	7.21%	1.93									
Survey Crew Member IV	48.54																		
Survey Crew Member III	43.14																		
Survey Crew Member II	39.07																		
Survey Crew Member I	25.20																		
TOTALS		48.0	100%	\$43.80	28.0	100%	\$58.43	102.0	100%	\$46.39	222.0	100%	\$49.33	32.0	100%	\$69.36	112.0	100%	\$53.40

Local Public Agency

Cook County Department of Transportation and Highway

County

Cook

Section Number

Consultant / Subconsultant Name

DB Sterlin Consultants, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 16.0 - Phase III Activities			Task 17.0 - Meetings			Task 18.0 - Project Administration and Management				Task 19.0 - Construction Management			Task 20.0 - Construction Administration							
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Senior Engineer III	86.00																					
Senior Engineer I	82.73																					
Professional Land Surveyor II	72.83																					
CADD Manager	69.46																					
Civil Project Engineer II	69.35	8	33.33%	23.12	24	19.35%	13.42	44	73.33%	50.86												
Civil Project Engineer I	54.77																					
Engineer IV	50.24	16	66.67%	33.49	60	48.39%	24.31															
Engineer III	46.27																					
Engineer II	41.13				40	32.26%	13.27															
Engineer I	36.34																					
Civil Engineering Technician I	48.00																					
Civil Engineering Technician II	38.94																					
CADD Technician III	44.36																					
CADD Technician II	36.82																					
CADD Technician I	26.83																					
Survey Crew Member IV	48.54																					
Survey Crew Member III	43.14																					
Survey Crew Member II	39.07																					
Survey Crew Member I	25.20																					
TOTALS		24.0	100%	\$56.61	124.0	100%	\$51.00	60.0	100%	\$72.92	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



Local Public Agency
Cook County Department of Transportation and Highway

County
Cook

Section Number

Prime Consultant (Firm) Name
STV, Inc.

Prepared By

Date
5/17/2024

Consultant / Subconsultant Name
GSG Consultants, Inc.

Job Number

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	6	MONTHS	OVERHEAD RATE	126.28%
START DATE	1/6/2025		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2026		% OF RAISE	2.00%
END DATE	7/5/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	Contract	% of
0	1/6/2025	7/5/2025	6	100.00%	

Local Public Agency

Cook County Department of Transportation a

County

Cook

Section Number

Consultant / Subconsultant Name

GSG Consultants, Inc.

Job Number

DIRECT COSTS WORKSHEET

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.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	15	\$65.00	\$975.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost	1	\$117,000.00	\$117,000.00
Lab Services	Actual Cost (Provide breakdown of each cost)	1	\$1,344.00	\$1,344.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Ground Penetration Radar				\$0.00
Drilling Services - See Attached Unit Prices	Actual Cost	1	\$13,200.00	\$13,200.00
Traffic Control and Protection	Actual Cost	10	\$1,800.00	\$18,000.00
Environmental Drilling Services	Actual Cost	1	\$52,520.00	\$52,520.00
TOTAL DIRECT COSTS:			\$203,039.00	\$203,039.00

PR 05514 (Rev. 05/27/22)

Local Public Agency

Cook County Department of Transportation and Highway

County

Cook

Section Number

Consultant / Subconsultant Name

GSG Consultants, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Geotechnical Investigation			PESA Response			PSI			Pavement Design			Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	78.00	20.0	2.84%	2.22	4	2.56%	2.00	4	10.00%	7.80	8	1.71%	1.33	4	10.00%	7.80			
Project Manager II	68.00	0.0																	
Project Manager I	62.00	28.0	3.98%	2.47	8	5.13%	3.18				20	4.27%	2.65						
Senior Engineer II	58.00	20.0	2.84%	1.65	16	10.26%	5.95							4	10.00%	5.80			
Senior Engineer I	52.00	0.0																	
Project Engineer II	48.00	40.0	5.68%	2.73	40	25.64%	12.31												
Project Engineer I	45.00	32.0	4.55%	2.05										32	80.00%	36.00			
Staff Engineer II	39.00	60.0	8.52%	3.32	60	38.46%	15.00												
Staff Engineer I	35.00	0.0																	
Senior Inspector II	58.00	0.0																	
Senior Inspector I	52.00	0.0																	
Inspector II	44.00	0.0																	
Inspector I	38.00	32.0	4.55%	1.73	12	7.69%	2.92				20	4.27%	1.62						
CAD Designer	36.00	16.0	2.27%	0.82	16	10.26%	3.69												
Project Administrator	34.00	0.0																	
Administrative Support	32.00	0.0																	
Senior Environmental Scier	48.52	92.0	13.07%	6.34				12	30.00%	14.56	80	17.09%	8.29						
Environmental Scientist II	37.17	184.0	26.14%	9.71				24	60.00%	22.30	160	34.19%	12.71						
Environmental Scientist I	30.96	180.0	25.57%	7.92							180	38.46%	11.91						
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		704.0	100%	\$40.94	156.0	100.00%	\$45.05	40.0	100%	\$44.66	468.0	100%	\$38.52	40.0	100%	\$49.60	0.0	0%	\$0.00



Local Public Agency
 COOK COUNTY DEPARTMENT OF TRANSPORTATION

County
 Cook

Section Number
 22-BUTDR-00-PV

Prime Consultant (Firm) Name
 STV, Inc.

Prepared By
 PJM

Date
 5/17/2024

Consultant / Subconsultant Name
 SE3, LLC

Job Number

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks
 SE3 project No. 02-109-005

PAYROLL ESCALATION TABLE

CONTRACT TERM	20 MONTHS	OVERHEAD RATE	133.51%
START DATE	1/6/2025	COMPLEXITY FACTOR	0
RAISE DATE	1/1/2026	% OF RAISE	2.00%
END DATE	9/5/2026		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	Contract	% of
0	1/6/2025	1/1/2026	12	60.00%	
1	1/2/2026	9/1/2026	8	40.80%	

Local Public Agency

COOK COUNTY DEPARTMENT OF TRANS

Consultant / Subconsultant Name

SE3, LLC

County

Cook

Section Number

22-BUTDR-00-PV

Job Number

DIRECT COSTS WORKSHEET

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.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	2	\$65.00	\$130.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$130.00

Local Public Agency
 COOK COUNTY DEPARTMENT OF TRANSPORTATION
Consultant / Subconsultant Name
 SE3, LLC

County
 Cook

Section Number
 22-BUTDR-00-PV
Job Number

AVERAGE HOURLY PROJECT RATES
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			COLLECTION AND REVIEW			-SUPPLEMENTAL TOPOGRAPHIC SURVEY			TASK 3.0 - ROADWAY PLANS			TASK 4.0 - RAILROAD PLANS			TASK 5.0 - STRUCTURAL PLANS			
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
Principal	86.00	0.0																		
Sr. Project Manager	77.86	364.0	26.13%	20.34	16	50.00%	38.93													
Project Manager	65.96	403.0	28.93%	19.08	16	50.00%	32.98													
Project Engineer	51.31	270.0	19.38%	9.94																
Staff Engineer	40.80	230.0	16.51%	6.74																
Technician	30.23	110.0	7.90%	2.39																
Accountant	40.60	16.0	1.15%	0.47																
Administrative Assistant	34.95	0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
TOTALS		1393.0	100%	\$58.96	32.0	100.00%	\$71.91	0.0	0%	\$0.00	762.0	100%	\$48.89	0.0	0%	\$0.00	0.0	0%	\$0.00	



Local Public Agency	Cook County Department of Highways	County	Cook	Section Number	2020-145-W&R
Prime Consultant (Firm) Name	STV Incorporated	Prepared By	Griselda Monsivais	Date	5/17/2024
Consultant / Subconsultant Name	Wight & Company	Job Number			

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	20	MONTHS	
START DATE	1/6/2025	OVERHEAD RATE	175.99%
RAISE DATE	ANNIVERSARY	COMPLEXITY FACTOR	
		% OF RAISE	2.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

10

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.67%

The total escalation for this project would be: 1.67%

Local Public Agency

Cook County Department of Highways

County

Cook

Section Number

2020-145-W&R

Consultant / Subconsultant Name

Wight & Company

Job Number

DIRECT COSTS WORKSHEET

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.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	800	\$0.67	\$536.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	3	\$65.00	\$195.00
Vehicle Rental	Actual Cost (Up to \$55/day)	3	\$55.00	\$165.00
Tolls	Actual Cost	10	\$1.50	\$15.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	4	\$30.00	\$120.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)	1	\$4,000.00	\$4,000.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$5,031.00

BLR 05513 (Rev. 02/09/23)

Local Public Agency
Cook County Department of Highways
Consultant / Subconsultant Name
Wight & Company

County
Cook

Section Number
2020-145-W&R
Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE
SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1. Data Collection and Review			3. Drainage Design			12. QC/QA			14. Meetings			15. Administration		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Professional 6	79.30	191.0	15.17%	12.03	8	7.69%	6.10	64	6.90%	5.47	48	80.00%	63.44	40	35.71%	28.32	31	56.36%	44.70
Professional 5	68.76	132.0	10.48%	7.21	16	15.38%	10.58	80	8.62%	5.93	12	20.00%	13.75	0			24	43.64%	30.00
Professional 4	58.17	465.0	36.93%	21.49	32	30.77%	17.90	409	44.07%	25.64	0			24	21.43%	12.47			
Professional 3	47.60	242.0	19.22%	9.15	24	23.08%	10.98	170	18.32%	8.72	0			48	42.86%	20.40			
Professional 2	37.02	229.0	18.19%	6.73	24	23.08%	8.54	205	22.09%	8.18	0								
Professional 1	21.16	0.0			0			0			0								
Intern	17.98	0.0																	
Administration	21.16	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
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		0.0																	
TOTALS		1259.0	100%	\$56.61	104.0	100.00%	\$54.10	928.0	100%	\$53.93	60.0	100%	\$77.19	112.0	100%	\$61.19	55.0	100%	\$74.70

**Butler Drive Reconstruction
Manhour Summary**

Task and Description	STV Hours per			AEI Hours per			DBS Hours per			GSG Hours per			SE3 Hours per			W&C Hours per			
	Total Manhours	Sheets /	Panel /	Total Hours	Sheets /	Panel /	Total Hours	Sheets /	Panel /	Total Hours	Sheets /	Panel /	Total Hours	Sheets /	Panel /	Total Hours	Sheets /	Panel /	Total Hours
		Units	Activity		Units	Activity		Units	Activity		Units	Activity		Units	Activity		Units	Activity	
Proposed Plan	25	1	1	1	1	24	24	-	-	-	-	-	-	-	-	-	-	-	-
Wiring Diagram	49	1	1	1	4	12	48	-	-	-	-	-	-	-	-	-	-	-	-
Electrical Details	32	-	-	-	8	4	32	-	-	-	-	-	-	-	-	-	-	-	-
3.19 District One Details	30	15	2	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3.20 Cross Sections																			
Corridor Templates	168	7	24	168	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Truck Turnaround	16	1	16	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Shed Pavement Details	64	4	16	64	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Intersections	48	3	16	48	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pump House Pavement Area	40	1	40	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Earthwork	40	1	40	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Butler Drive	117	117	1	117	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stoney Island Avenue	24	24	1	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal:	3,802			1,856			358			324					320				944
TASK 4.0 – RAILROAD PLANS																			
At-Grade Crossings																			
Existing Conditions and Removals	32	2	16	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Proposed Track Plan and Profile	64	2	32	64	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Crossing Surface Panel Details	32	2	16	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Construction Staging Plan	64	2	32	64	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subbase/Subballast Replacement																			
Existing Conditions and Removals	48	3	16	48	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Proposed Track Plan and Profile	96	3	32	96	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Switch Details	64	4	16	64	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tub Crossing Details	32	2	16	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Construction Staging Plan	96	3	32	96	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal:	528			528															
TASK 5.0 – STRUCTURAL PLANS																			
5.1 Retaining Walls																			
General Plan & Elevation	120	3	40	120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
General Notes, Bill of Materials, and Index	40	1	40	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Removal Plans	16	1	16	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Foundation Plan	32	2	16	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Walls 1 & 2 Details	200	5	40	200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Existing Plans	16	2	8	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Soil Borings	16	2	8	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal:	440			440															
TASK 6.0 – PUMP STATION																			
6.1 Phase II Pump Station Report																			
Executive Summary	24	1	4	4	-	-	-	-	-	-	-	-	-	-	-	-	-	1	20
General Description of existing facility	12	1	4	4	1	4	4	-	-	-	-	-	-	-	-	-	-	1	4
Review of existing construction drawings and/or field i	12	1	4	4	1	4	4	-	-	-	-	-	-	-	-	-	-	1	4
Careful evaluation of potential modifications	116	1	8	8	1	4	4	-	-	-	-	-	-	-	-	-	-	1	104
Outline of options	1	1	4	4	1	6	6	-	-	-	-	-	-	-	-	-	-	1	4
Recommendations	26	1	8	8	1	6	6	-	-	-	-	-	-	-	-	-	-	1	12
6.2 Pump Station Plans																			
General Sheets																			
General Legend	16	1	16	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hydraulic Profile	33	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	1	32
Pump Station Demolition Plans	64	2	32	64	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Civil Sheets																			
Sewer and Utilities Plan	17	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	1	16
Storm Sewer Profiles and Schedules	17	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	1	16
Electrical																			
General Electrical Legend	26	2	1	2	2	12	24	-	-	-	-	-	-	-	-	-	-	-	-
Classification Summary	25	1	1	1	1	24	24	-	-	-	-	-	-	-	-	-	-	-	-
Electrical Site Plan	25	1	1	1	1	24	24	-	-	-	-	-	-	-	-	-	-	-	-
Elevation Power Plans	3	1	3	3	3	24	72	-	-	-	-	-	-	-	-	-	-	-	-
Grounding Plans	50	2	1	2	2	24	48	-	-	-	-	-	-	-	-	-	-	-	-
Electrical Sections	1	1	1	1	1	24	24	-	-	-	-	-	-	-	-	-	-	-	-
Electrical Details	40	8	1	8	8	4	32	-	-	-	-	-	-	-	-	-	-	-	-
Line Diagrams	2	1	2	2	2	12	24	-	-	-	-	-	-	-	-	-	-	-	-
Schematics	39	3	1	3	3	12	36	-	-	-	-	-	-	-	-	-	-	-	-
Panel Details	2	1	2	2	2	8	16	-	-	-	-	-	-	-	-	-	-	-	-
SCADA Panel Elevation Plans	18	2	1	2	2	8	16	-	-	-	-	-	-	-	-	-	-	-	-
Wet Well Cabling Plan	9	1	1	1	1	8	8	-	-	-	-	-	-	-	-	-	-	-	-
Instrumentation & Control Details	27	3	1	3	3	8	24	-	-	-	-	-	-	-	-	-	-	-	-
Mechanical																			
Elevation Plans	96	3	32	96	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Piping Sections	96	3	32	96	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Piping Details	32	1	32	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Heating and Ventilation																			
General HVAC Legend	32	1	32	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Elevation Plans	96	3	32	96	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
HVAC Sections	96	3	32	96	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
HVAC Details	32	1	32	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
HVAC Schedules and Controls Sequence	32	1	32	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
HVAC Flow Diagram	32	1	32	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Structural Sheets																			
Pump Station Floor Plans	32	1	32	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Elevation Plans	96	3	32	96	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Expanded Plan – Pit Level	32	1	32	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Expanded Plan – Floor Hatch over Pump	32	1	32	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Typical Details	96	3	32	96	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal:	1,428			978			396												212
TASK 7.0 – SPECIAL PROVISIONS																			
Standard & Supplemental Specifications	8	4	2	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Sources	8	4	2	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Project Special Provisions																			
Preliminary	66	1	40	40	1	8	8	1	4	4	-	-	-	1	4	4	1	10	10
Pre-Final	50	1	24	24	1	8	8	1	4	4	-	-	-	1	4	4	1	10	

**Butler Drive Reconstruction
Manhour Summary**

Task and Description	STV Hours per			AEI Hours per			DBS Hours per			GSG Hours per			SE3 Hours per			W&C Hours per		
	Total Manhours	Panels/ Sheets/ Units	Panel/ Sheet/ Activity	Total Hours														
TASK 9 – PS&E SUBMITTALS																		
9.1 Preliminary	18	1	16	16	-	-	-	-	-	-	-	-	1	2	2	-	-	
9.2 Plan-in-Hand Field Review	16	1	16	16	-	-	-	-	-	-	-	-	-	-	-	-	-	
9.3 Pre-Final	18	1	16	16	-	-	-	-	-	-	-	-	1	2	2	-	-	
9.4 Final	18	1	16	16	-	-	-	-	-	-	-	-	1	2	2	-	-	
9.5 Central Office	18	1	16	16	-	-	-	-	-	-	-	-	1	2	2	-	-	
9.6 Electronic files	34	4	8	32	-	-	-	-	-	-	-	-	1	2	2	-	-	
9.7 Disposition of Comments.	102	3	16	48	-	-	-	-	-	-	-	-	3	8	24	3	10	
Subtotal:	224			160									34				30	
TASK 10.0 – ENVIRONMENTAL & PERMITTING ITEMS																		
10.1 USACE Permit	62	1	2	2	-	-	-	-	-	-	-	-	-	-	-	1	60	
10.2 IDNR/CWR Permit	42	1	2	2	-	-	-	-	-	-	-	-	-	-	-	1	40	
10.3 CWA Section 401	26	1	2	2	-	-	-	-	-	-	-	-	-	-	-	1	24	
10.4 CDWM Permit	26	1	2	2	-	-	-	-	-	-	-	-	-	-	-	1	24	
10.5 City of Chicago Harbor Permit	34	1	2	2	-	-	-	-	-	-	-	-	-	-	-	1	32	
10.6 ESR Addendum	40	1	40	40	-	-	-	-	-	-	-	-	-	-	-	-	-	
10.7 NPDES Permit	2	1	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	
SWPPP	42	1	2	2	-	-	-	-	-	-	-	-	1	40	40	-	-	
Notice of Intent	4	1	2	2	-	-	-	-	-	-	-	-	1	2	2	-	-	
10.8 Hazardous Waste Assessment																		
PESA Response	42	1	2	2	-	-	-	-	-	1	40	40	-	-	-	-	-	
Preliminary Site Investigation	470	1	2	2	-	-	-	-	-	1	468	468	-	-	-	-	-	
Subtotal:	790			60						508			42				180	
TASK 11.0 – UTILITY IDENTIFICATION AND COORDINATION																		
11.1 City of Chicago Office of Underground Coordination I	16	-	-	-	-	-	-	1	16	16	-	-	-	-	-	-	-	
11.2 Port Authority Utilities	10	-	-	-	-	-	-	1	10	10	-	-	-	-	-	-	-	
11.3 Conflict Identification	68	1	8	8	-	-	-	1	60	60	-	-	-	-	-	-	-	
11.4 Relocation Assistance	100	1	16	16	-	-	-	1	60	60	-	-	-	-	-	1	24	
11.5 Utility Potholing	20	1	4	4	-	-	-	1	16	16	-	-	-	-	-	-	-	
11.6 Utility Conflict Chart	62	1	2	2	-	-	-	1	60	60	-	-	-	-	-	-	-	
Subtotal:	276			30					222								24	
TASK 12.0 – BARRIER WARRANT ANALYSIS AND LAYOUT																		
12.1 Barrier Warrant Analysis (BWA)	70	5	1	5	-	-	-	-	-	-	-	-	5	13	65	-	-	
12.2 Roadside Barrier Layout	13	5	1	5	-	-	-	-	-	-	-	-	5	2	8	-	-	
Subtotal:	83			10									73					
TASK 13.0 – GEOTECHNICAL ENGINEERING																		
13.1 Structure Borings (Subsurface Exploration)	158	1	2	2	-	-	-	-	-	1	156	156	-	-	-	-	-	
13.2 Laboratory Testing [Program]	2	1	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	
13.3 Coordination	4	4	1	4	-	-	-	-	-	-	-	-	-	-	-	-	-	
13.4 Traffic Control																		
13.5 Structure Design Recommendations	4	1	4	4	-	-	-	-	-	-	-	-	-	-	-	-	-	
13.6 SGR (Geotechnical Analysis and Reporting)	8	1	8	8	-	-	-	-	-	-	-	-	-	-	-	-	-	
13.7 Potentially Impacted Property (PIP) Evaluation	4	1	4	4	-	-	-	-	-	-	-	-	-	-	-	-	-	
Subtotal:	180			24						156								
TASK 14.0 – QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)																		
14.1 QA/QC																		
Discipline Reviews	266	4	16	64	4	8	32	4	8	32	-	-	4	16	64	1	74	
Milestone Reviews	256	4	64	256	-	-	-	-	-	-	-	-	-	-	-	-	-	
14.2 Constructability Review	24	1	24	24	-	-	-	-	-	-	-	-	-	-	-	-	-	
14.3 Quality Audit	16	1	16	16	-	-	-	-	-	-	-	-	-	-	-	-	-	
Subtotal:	562			360			32		32				64				74	
TASK 15.0 – OUC COORDINATION AND PERMIT PROCESS																		
15.1 Design Phase Effort	120	1	120	120	-	-	-	-	-	-	-	-	-	-	-	-	-	
15.2 Construction Phase Effort	120	1	120	120	-	-	-	-	-	-	-	-	-	-	-	-	-	
Subtotal:	240			240														
TASK 16.0 – PHASE III ACTIVITIES																		
16.1 Request for Information	129	10	8	80	1	4	4	3	8	24	-	-	-	-	-	3	7	
16.2 Shop Drawing Review	32	4	8	32	-	-	-	-	-	-	-	-	-	-	-	-	-	
Subtotal:	161			112			4		24								21	
TASK 17.0 – MEETINGS																		
Kick-Off	17	1	6	6	1	4	4	1	4	4	-	-	1	3	3	-	-	
Pre-Final Plan-in-hand	42	1	16	16	-	-	-	1	16	16	-	-	2	5	10	-	-	
Design Criteria	14	1	6	6	-	-	-	1	4	4	-	-	1	4	4	-	-	
CDOT Meetings	22	3	6	18	-	-	-	1	4	4	-	-	-	-	-	-	-	
IIPD Progress	96	12	4	48	-	-	-	4	4	16	-	-	-	-	-	8	4	
CCDOH Progress	88	12	4	48	-	-	-	4	4	16	-	-	12	2	24	-	-	
Pre-Construction	11	1	4	4	-	-	-	1	4	4	-	-	1	3	3	-	-	
Utility Owners	50	5	2	10	-	-	-	5	8	40	-	-	-	-	-	-	-	
Permit Agency Meetings	34	5	2	10	-	-	-	-	-	-	-	-	-	-	-	4	6	
Subtotal:	374			166			4		104				44				56	
TASK 18.0 – PROJECT ADMINISTRATION AND MANAGEMENT																		
18.1 Project Administration	272	20	4	80	20	1	20	20	2	40	-	-	20	5	92	20	2	
18.2 Project Coordination	393	40	4	160	13	1	13	20	1	20	-	-	40	5	180	20	1	
Subtotal:	665			240			33		60				272				60	
TASK 19.0 – MISCELLANEOUS																		
19.1 Exhibit A	24	1	24	24	-	-	-	-	-	-	-	-	-	-	-	-	-	
19.2 Pavement Design	44	1	4	4	-	-	-	-	-	1	40	40	-	-	-	-	-	
19.3 ICC Coordination	80	1	80	80	-	-	-	-	-	-	-	-	-	-	-	-	-	
Subtotal:	148			108						40								
Total:	11,811			6,412			899		1,222			704			931		1,801	

EXHIBIT 5

Disadvantage Business Enterprise Commitment / Plans

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: Ames Engineering, Inc.

Address: 6330 Belmont Road, Suite 4B, Downers Grove, IL 60516

E-mail: Ahsan.siddiqi@amesengineeringinc.com

Contact Person: Ahsan Siddiqi Phone: 630-737-1987

Dollar Amount Participation: \$ 124,491

Percent Amount of Participation: 6 %

*Letter of Intent attached? Yes No

*Current Letter of Certification attached? Yes 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.**

DBE LETTER OF INTENT - FORM 2

DBE Firm: Ames Engineering, Inc.

Certifying Agency: _____

Contact Person: Ahsan Siddiqi

Certification Expiration Date: _____

Address: 6330 Belmont Road, Suite 4B

City/State: Downers Grove, IL Zip: 60516

Bid/Proposal/Contract #: 2238-10073

Phone: 630-737-1987 Fax: _____

FEIN #: 36-4404761

Email: Ahsan.siddiqi@amesengineeringinc.com

Participation: Direct Indirect

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

Butler Drive Reconstruction - Lighting, Traffic Signals, and Traffic Engineering

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

\$124,491; 6%; design services rendered and invoiced towards completion of project

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, Federal, Cook County, and the State to participate as a DBE 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.

Ahsan Siddiqi
Signature (DBE)

Edward G. Coffey
Signature (Prime Bidder/Proposer)

AHSAN SIDDIQI
Print Name

Edward G. Coffey
Print Name

Ames Engineering, Inc.
Firm Name

STV Incorporated
Firm Name

7-25-2024
Date

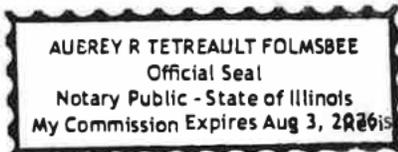
731/2024
Date

Subscribed and sworn before me
this 25 day of July, 2024.

Subscribed and sworn before me
this 31 day of July, 2024

Notary Public Katie Ryan Olbrot

Notary Public Auerey R. Tetreault Folmsbee





Illinois Department of Transportation

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

May 28, 2024

CERTIFIED – RETURN RECEIPT REQUESTED

Mr. Ahsan Siddiqi
Ames Engineering, Inc.
6330 Belmont Rd., Ste. 4B
Downers Grove, IL 60516

Dear Mr. Siddiqi

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for Ames Engineering, 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 **June 1, 2025**. 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 "Debra A. Clark".

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

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: DB Sterlin Consultants, Inc.

Address: 123 North Wacker Drive, Suite 2000, Chicago, IL 60606

E-mail: rjeune@dbsterlin.com

Contact Person: Regine Jeune Phone: 312-857-1006

Dollar Amount Participation: \$ 250,311

Percent Amount of Participation: 12 %

*Letter of Intent attached? Yes No

*Current Letter of Certification attached? Yes 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.**

DBE LETTER OF INTENT - FORM 2

DBE Firm: DB Sterlin Consultants, Inc.

Certifying Agency: Illinois Department of Transportation

Contact Person: Regine Jeune

Certification Expiration Date: NA

Address: 123 North Wacker Drive, Suite 2000, Chicago, IL 60606

City/State: Chicago, IL Zip: 60606

Bid/Proposal/Contract #: 2238-10073

Phone: 312-857-1006 Fax: _____

FEIN #: 36-4149498

Email: rjeune@dbsterlin.com

Participation: Direct Indirect

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

Butler Drive Reconstruction - Civil Engineering, Utilities, Permits, and Survey

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

\$250,311; 12%; design services rendered and invoiced towards completion of project

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, Federal, Cook County, and the State to participate as a DBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Regine Jeune
Signature (DBE)

Edward G. Coffey
Signature (Prime Bidder/Proposer)

Regine Jeune
Print Name

Edward G. Coffey
Print Name

DB Sterlin Consultants, Inc.
Firm Name

STV Incorporated
Firm Name

7/23/2024
Date

7/31/2024
Date

Subscribed and sworn before me

Subscribed and sworn before me

this 23rd day of July, 2024.

this 31 day of July, 2024.

Notary Public [Signature]

Notary Public [Signature]



SEAL



SEAL



Illinois Department of Transportation

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

May 28, 2024

CERTIFIED – RETURN RECEIPT REQUESTED

Ms. Florence Sterlin
D B Sterlin Consultants, Inc.
123 N. Wacker Dr., Ste. 2300
Chicago, IL 60606

Dear Ms. Sterlin

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for D B Sterlin Consultants, 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 **June 1, 2025**. 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 "Debra A. Clark".

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

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: GSG Consulting, Inc.

Address: 735 Remington Road, Schaumburg, IL 60173

E-mail: asassila@gsg-consultants.com

Contact Person: Ala Sassila, Ph.D., P.E. Phone: 630-994-2610

Dollar Amount Participation: \$ 277,773

Percent Amount of Participation: 13 %

*Letter of Intent attached? Yes No

*Current Letter of Certification attached? Yes 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.**

DBE LETTER OF INTENT - FORM 2

DBE Firm: GSG Consulting, Inc.

Certifying Agency: Metra

Contact Person: Ala Sassila, Ph.D., P.E.

Certification Expiration Date: 1 / 12025

Address: 735 Remington Road

City/State: Schaumburg, IL Zip: 60173

Bid/Proposal/Contract #: 2238-1 073

Phone: 630-994-2661 Fax: _____

FEIN #: 36-3844476

Email: asassila@gsg-consultants.com

Participation: Direct Indirect

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

Butler Drive Reconstruction - Geotechnical Engineering and Environmental Engineering

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

\$277,773; 13%; design services rendered and invoiced towards completion of project

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, Federal, Cook County, and the State to participate as a DBE 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.

Ala Sassila
Signature (DBE)

Ala Sassila, PhD, PE
Print Name

GSG Consulting, Inc.
Firm Name

July 23, 2024
Date

Subscribed and sworn before me
this 23rd day of July, 2024.

Notary Public Anita Marie States



Edward G. Coffey
Signature (Prime Bidder/Proposer)

Edward G. Coffey
Print Name

STV Incorporated
Firm Name

7/31/2024
Date

Subscribed and sworn before me
this 31 day of July, 2024.

Notary Public Ausrey R Tetrault Folmsbee





January 18, 2024

Guillermo Garcia
GSG Consultants, Inc.
735 Remington Road
Schaumburg, IL 60173

Dear Mr. Garcia:

Metra has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due **January 1, 2025**.

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

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

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

NAICS Codes: 237310, 237990, 541330, 562910

Specialty: 237310 - Construction Management, Highway, Road, Street and Bridge
237990 - Construction Management, Mass Transit
541330 - Geo-Technical Engineering, Civil Engineering, Construction Inspection,
Industrial Hygiene
562910 - Remediation Services

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

Sincerely,

Adriana Mena

Adriana Mena
Sr. DBE Certification Specialist
Office of Diversity & Business Enterprise

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: SE3, LLC

Address: 1111 Burlington Avenue, Suite 111, Lisle, IL 60532

E-mail: jmartin@se3.us

Contact Person: Jason Martin Phone: 630-235-7176

Dollar Amount Participation: \$ 219,030

Percent Amount of Participation: 10 %

*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.**

DBE LETTER OF INTENT - FORM 2

DBE Firm: SE3, LLC

Certifying Agency: Metra

Contact Person: Jason Martin

Certification Expiration Date: 9/30/2024

Address: 1111 Burlington Avenue, Suite 111

City/State: Lisle, IL Zip: 60532

Bid/Proposal/Contract #: 2238-10073

Phone: 630-235-7176 Fax: _____

FEIN #: 20-1307980

Email: jmartin@se3.us

Participation: Direct Indirect

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

Butler Drive Reconstruction - Drainage, Erosion Control, Landscaping, and Barrier Warrant Analysis

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

\$219,030; 10%; design services rendered and invoiced towards completion of project

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, Federal, Cook County, and the State to participate as a DBE 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 (DBE)

[Signature]
Signature (Prime Bidder/Proposer)

Vernon Stewart
Print Name

Edward G. Coffey
Print Name

SE3, LLC
Firm Name

STV Incorporated
Firm Name

07/24/2024
Date

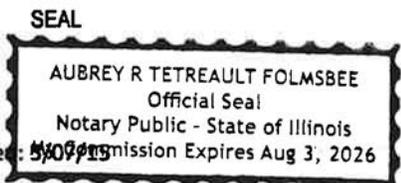
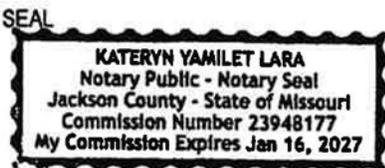
7/31/2024
Date

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

Subscribed and sworn before me
this 31 day of July, 2024.

Notary Public [Signature]

Notary Public [Signature]





October 30, 2023

Vernal Stewart
SE3, LLC
8401 EM 350 Hwy
Kansas City, MO 64133

Dear Mr. Stewart:

Metra has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due **October 1, 2024**.

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

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

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

NAICS Codes: 541330, 541611, 541512

Specialty: 541330 - Freeways, Roads and Streets, Traffic Signals, Studies: Traffic and Safety,
Reconstruction/Major Rehabilitation, Rehabilitation and Construction Inspection

541611 - Program Management, Program Controls

541512 - Systems Design/Deployment

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

Sincerely,

Michele Sutton

Michele Sutton
Sr. DBE Certification Specialist
Office of Diversity & Business Enterprise

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:

-
- City of Chicago
Illinois Department of Transportation
PACE
METRA
CTA

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
161 North Clark Street, Suite 2300
Chicago, Illinois 60602
(312) 603-5502

EXHIBIT 6
Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/25/2024

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

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

PRODUCER Conner Strong & Buckelew PO Box 99106 Camden, NJ 08101 877 861-3220	CONTACT NAME: Bradley Crowe PHONE (A/C, No, Ext): 856-552-4764 E-MAIL ADDRESS: bcrowe@connerstrong.com		FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Underwriters At Lloyds</td> <td>085202</td> </tr> <tr> <td>INSURER B : National Union Fire Insurance Co.</td> <td>19445</td> </tr> <tr> <td>INSURER C : XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER D : New Hampshire Ins. Co.</td> <td>23841</td> </tr> <tr> <td>INSURER E : Starr Surplus Lines Ins. Co.</td> <td>13604</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Underwriters At Lloyds	085202	INSURER B : National Union Fire Insurance Co.	19445	INSURER C : XL Insurance America, Inc.	24554	INSURER D : New Hampshire Ins. Co.	23841	INSURER E : Starr Surplus Lines Ins. Co.	13604	INSURER F :
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INSURER E : Starr Surplus Lines Ins. Co.	13604															
INSURER F :																
INSURED STV Incorporated 200 West Monroe Street, Suite 1650 & 1675 Chicago, IL 60606-0000																

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GLL10649-05	04/01/2024	04/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Project Agg. \$10,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	CA4489616 (AOS) \$250 COMP DED \$500 COLL DED	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Med Expense \$5,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	US00083352LI24A	04/01/2024	04/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			015893609 (AOS) 015893610 (CA)	04/01/2024 04/01/2024	04/01/2025 04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
E	Professional Liability		X	1000633951241	04/01/2024	04/01/2025	Per Claim: \$5,000,000 Aggregate: \$5,000,000

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

1. Property Coverage: (Including Blanket Limit)
 Policy #: MXI93088686 / Policy Term: 4/1/2024 - 4/1/2025
 Insurance Carrier: AGCS Marine Insurance Company (Allianz Global Corporate & Specialty) / NAIC#: 22837
 Blanket Limit: \$25,000,000; Real, BPP & BI/EE
 Valuable Papers Limits: \$25,000,000 (included in blanket)
 (See Attached Descriptions)

CERTIFICATE HOLDER Cook County Office Of The Chief Procurement Office 161 North Clark Suite 2300 Chicago, IL 60601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

DESCRIPTIONS (Continued from Page 1)

2. Contractor's Equipment Coverage

Policy#: 39MSDQ9858K1 / Policy Term: 4/01/2024 - 4/01/2025

Insurance Carrier: Hartford Fire Insurance Company

NAIC #: 19682

Owned Schedule Limit: \$5,707,348

Leased or Rented from Others: \$500,000 per Occurrence / Maximum Limit Per Item

3. Contractor's Pollution Liability:

Policy #: USL03057024 / Policy Term: 4/1/2024 - 4/1/2025

Insurance Carrier: Fireman's Fund Indemnity Corporation / NAIC#: 11380

Per Pollution Incident: \$5,000,000

Aggregate Limit: \$5,000,000

4. The Captioned Commercial General Liability Policy includes the following coverage:

- a. XCU
- b. Contractual Liability
- c. Contractual Liability - Railroads is included by amending the definition of an "Insured Contract" when working within 50ft of a Railroad (CG 24 17 10 01)

5. The Captioned Workers Compensation & Employers Liability coverage includes the following coverage on an if any basis:

- a. USL&H
- b. Maritime
- c. FELA

6. The captioned Workers Compensation Policy includes Employers Liability / Stop GAP Coverage for the following states subject to the following limits:

1. North Dakota
2. Washington
3. Wyoming
4. Ohio

Limits:

1. \$2,000,000 Employers Liability - Each Accident
2. \$2,000,000 Employers Liability - Disease - Each Employee
3. \$2,000,000 Employers Liability - Disease - Policy Limit

7. A Waiver of Subrogation is provided in favor of the Additional Insureds under the captioned Commercial General Liability, Business Automobile Liability, Commercial Excess Liability, Workers Compensation & Employers Liability and Contractor's Pollution Liability Coverages if required by written contract & permitted by state law.

8. The captioned Commercial Excess Liability policy is following form of the Commercial General Liability, Automobile Liability, and Employers Liability Policies.

9. 30 Days Notice of Cancellation and Non-Renewal, 10 Days Notice in the event of Non-Payment of Premium, will be provided subject to the terms and conditions of the policy.

Client Name: Cook County Department Of Transportation And Highways (CCDOH)

Project Name: Butler Drive Reconstruction

STV Project #: N/A

Client Contract #: 2238-10073

STVs Project Scope: STV is providing professional engineering services (Phase II) as the Prime Consultant to reconstruct Butler Drive

Cook County, its officials, employees & agents are included as Additional Insureds if required by written contract under the following coverage: Commercial General Liability, Business Automobile Liability,

DESCRIPTIONS (Continued from Page 1)

Contractors Pollution Liability and Commercial Excess Liability Coverage. The Additional Insured coverage is provided on a Primary Noncontributory basis if required by written contract. The Additional Insured coverage under the Commercial General Liability is provided for both Ongoing and Completed Operations under ISO Form #s CG 20 10 07 04 and CG 20 37 07 04.

EXHIBIT 7

Identification of Subconsultants

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

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	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.: 2238-10073	Date: 7/25/2024
Total Bid or Proposal Amount: \$2,135,523	Contract Title: Butler Drive Reconstruction
Contractor: STV Incorporated	Subcontractor/Supplier/ Subconsultant to be added or substitute: Ames Engineering, Inc.
Authorized Contact for Contractor: Edward (Ted) Coffey	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Ahsan Siddiqi
Email Address (Contractor): edward.coffey@stvinc.com	Email Address (Subcontractor): Ahsan.siddiqi@amesengineeringinc.com
Company Address (Contractor): 200 West Monroe Street, Suite 1650	Company Address (Subcontractor): 6330 Belmont Road, Suite 4B
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Downers Grove, IL 60516
Telephone and Fax (Contractor): (312) 553-0655	Telephone and Fax (Subcontractor): 630-737-1987
Estimated Start and Completion Dates (Contractor): January 2025-2027	Estimated Start and Completion Dates (Subcontractor): January 2025-2027

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>
Butler Drive Reconstruction - Lighting, Traffic Signals, and Traffic Engineering	\$124,491

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.**

STV Incorporated

Contractor
Edward G. Coffey

Name
Vice President

Title
Edward G. Coffey

Prime Contractor Signature 7/31/2024

Date

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

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	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.: 2238-10073	Date: 7/25/2024
Total Bid or Proposal Amount: \$2,135,523	Contract Title: Butler Drive Reconstruction
Contractor: STV Incorporated	Subcontractor/Supplier/ Subconsultant to be added or substitute: DB Sterlin Consultants, Inc.
Authorized Contact for Contractor: Edward (Ted) Coffey	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Regine Jeune
Email Address (Contractor): edward.coffey@stvinc.com	Email Address (Subcontractor): rjeune@dbsterlin.com
Company Address (Contractor): 200 West Monroe Street, Suite 1650	Company Address (Subcontractor): 123 North Wacker Drive Suite 2000
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60606
Telephone and Fax (Contractor): (312) 553-0655	Telephone and Fax (Subcontractor): 312-857-1006
Estimated Start and Completion Dates (Contractor): January 2025-2027	Estimated Start and Completion Dates (Subcontractor): January 2025-2027

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>
Butler Drive Reconstruction - Civil Engineering, Utilities, Permits, and Survey	\$250,311

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.**

STV Incorporated

Contractor
Edward G. Coffey

Name
Vice President

Title
Edward G. Coffey

Prime Contractor Signature

7/31/2024
Date

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

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	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.: 2238-10073	Date: 7/25/2024
Total Bid or Proposal Amount: \$2,135,523	Contract Title: Butler Drive Reconstruction
Contractor: STV Incorporated	Subcontractor/Supplier/ Subconsultant to be added or substitute: GSG Consulting, Inc.
Authorized Contact for Contractor: Edward (Ted) Coffey	Authorized Contact for Subcontractor/Supplier/ Ala Sassila, Ph.D., P.E. Subconsultant:
Email Address (Contractor): edward.coffey@stvinc.com	Email Address (Subcontractor): asassila@gsg-consultants.com
Company Address (Contractor): 200 West Monroe Street, Suite 1650	Company Address (Subcontractor): 735 Remington Road
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Schaumburg, IL 60173
Telephone and Fax (Contractor): (312) 553-0655	Telephone and Fax (Subcontractor): 630-994-2661
Estimated Start and Completion Dates (Contractor): January 2025-2027	Estimated Start and Completion Dates (Subcontractor): January 2025-2027

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>
Butler Drive Reconstruction - Geotechnical Engineering and Environmental Engineering	\$277,773

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.**

STV Incorporated

Contractor

Edward G. Coffey

Name

Vice President

Title



7/31/2024

Prime Contractor Signature

Date

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

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	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.: 2238-10073	Date: 7/25/2024
Total Bid or Proposal Amount: \$2,135,523	Contract Title: Butler Drive Reconstruction
Contractor: STV Incorporated	Subcontractor/Supplier/ Subconsultant to be SE3, LLC added or substitute:
Authorized Contact for Contractor: Edward (Ted) Coffey	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Jason Martin
Email Address (Contractor): edward.coffey@stvinc.com	Email Address (Subcontractor): jmartin@se3.us
Company Address (Contractor): 200 West Monroe Street, Suite 1650	Company Address (Subcontractor): 1111 Burlington Avenue, Suite 111
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Lisle, IL 60532
Telephone and Fax (Contractor): (312) 553-0655	Telephone and Fax (Subcontractor): 630-235-7176
Estimated Start and Completion Dates (Contractor): January 2025-2027	Estimated Start and Completion Dates (Subcontractor): January 2025-2027

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>
Butler Drive Recon - Drainage, Erosion Control, Landscaping, & Barrier Warrant Analysis	\$219,030

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.**

STV Incorporated

 Contractor
 Edward G. Coffey

 Name
 Vice President

 Title  _____
 Prime Contractor Signature 7/31/2024

 Date

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

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	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.: 2238-10073	Date: 7/29/2024
Total Bid or Proposal Amount: \$2,135,523	Contract Title: Butler Drive Reconstruction
Contractor: STV Incorporated	Subcontractor/Supplier/ Subconsultant to be added or substitute: Wight & Company
Authorized Contact for Contractor: Edward (Ted) Coffey	Authorized Contact for Subcontractor/Supplier/ Dalila Alvarez Subconsultant:
Email Address (Contractor): edward.coffey@stvinc.com	Email Address (Subcontractor): dalvarez@wightco.com
Company Address (Contractor): 200 West Monroe Street, Suite 1650	Company Address (Subcontractor): 211 North Clinton Street, Suite 300N
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): Chicago, IL 60661
Telephone and Fax (Contractor): (312) 553-0655	Telephone and Fax (Subcontractor): (312) 261-5700
Estimated Start and Completion Dates (Contractor): January 2025-2027	Estimated Start and Completion Dates (Subcontractor): January 2025-2027

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>
Butler Drive Reconstruction - Drainage, Pump Station, and Permitting	\$225,244

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.**

STV Incorporated

Contractor

Edward G. Coffey

Name

Vice President

Title



7/31/2024

Prime Contractor Signature

Date

EXHIBIT 8

Economic Disclosure Statement and Execution Document

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

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

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

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyl.gov/ethics-board-of.

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

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

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

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

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

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

SECTION 2**CERTIFICATIONS**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
None.	
_____	_____
_____	_____
_____	_____

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

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

a) Is Applicant a "Local Business" as defined above?
Yes: No:

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

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
Yes: No:

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): None.

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

N/A

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name STV Incorporated

D/B/A: _____ FEIN # Only: 13-1986759

Street Address: 200 West Monroe Street, Suite 1650

City: Chicago State: IL Zip Code: 60606

Phone No.: (312) 558-8441 Fax Number: (312) 553-0661 Email: edward.coffey@stvinc.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) _____

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
STV Incorporated is 100% owned by STV Group, Incorporated		
205 W. Welsh Drive, Douglassville, PA 19158		

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
N/A		

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
STV Incorporated is 100% owned by STV Group, Incorporated			
205 W. Welsh Drive, Douglassville, PA 19158			

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
Gregory A. Kelly, P.E.	350 Fifth Avenue, 10th Floor, New York, NY 10118	President/Chief Executive Officer	4 years
Chris Statham	350 Fifth Avenue, 10th Floor, New York, NY 10118	Secretary/Treasurer/Chief Financial Officer	<1 year
Chuck B. Kohler, P.E., S.E.	350 Fifth Avenue, 10th Floor, New York, NY 10118	Chief Operating Officer	6 years

Declaration (check the applicable box):

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Edward G. Coffey, P.E.

Vice President

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

Title

Edward G. Coffey Jr.

July 29, 2024

Signature

Date

edward.coffey@stvinc.com

(312) 553-8441

E-mail address

Phone Number

Subscribed to and sworn before me
this 29 day of July, 2024

My commission expires:

x *Aubrey R Tetrault Folmsbee*
Notary Public Signature



Notary Seal My Commission Expires Aug 3, 2026



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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Person Doing Business with the County: STV Incorporated

Address of Person Doing Business with the County: 200 West Monroe Street. Suite 1650, Chicago, IL 60606

Phone number of Person Doing Business with the County: (312) 553-8441

Email address of Person Doing Business with the County: edward.coffey@stvinc.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:
Edward G. Coffey, P.E., Vice President, (312) 553-8441 or edward.coffey@stvinc.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2238-10073

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 1,068,974 (est.)

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: Robert Stuart, Deputy Chief Procurement Officer - Design & Construction / robert.stuart@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Jennifer "Sis" Killen, P.E., PTOE, Superintendent, (312) 603-1601 or jenniferkillen@cookcountyil.gov

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

Check the box that applies and provide related information where needed

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

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

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

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

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

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

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

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

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship*

N/A

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship*

N/A

Name of Employee of Business Entity Directly Engaged in Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship*

N/A

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

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

Edward G. Coffey for

Signature of Recipient

Edward G. Coffey, P.E.

July 29, 2024

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.

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: 2238-10073

County Using Agency (requesting Procurement): Cook

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): STV Incorporated

Substantial Owner Complete Name: _____

FEIN# 13-1986759

E-mail address: edward.coffey@stvinc.com

Street Address: 200 West Monroe Street, Suite 1650

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**.

IV. Request for Waiver or Reduction

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

- 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: Edward G. Coffey, Jr. Date: July 29, 2024

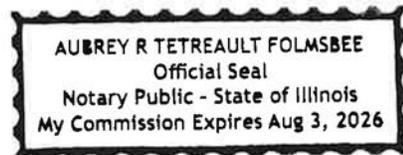
Name of Person signing (Print): Edward G. Coffey, P.E. Title: Vice President

Subscribed and sworn to before me this 29 day of July, 2024

x Aubrey R Tetreault Folmsbee
Notary Public Signature

Notary Seal

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



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

STV Incorporated

Corporation's Name

(212) 777-4400

Telephone

Chris Statham

Secretary Signature

Chris Statham

Gregory A. Kelly
President's Printed Name and Signature Gregory A. Kelly, P.E.

greg.kelly@stvinc.com

Email

7/29/2024

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

_____ day of _____, 20__.

My commission expires:

Notary Public Signature

Notary Seal

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

**SECTION 6
COOK COUNTY SIGNATURE PAGE**

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

Raffi Sarrafian
Digitally signed by Raffi Sarrafian
Date: 2026.01.07 08:30:50 -06'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

Brian Tracy

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

10/24/25

Date

CONTRACT TERM & AMOUNT

2238-10073

Contract #

November 1, 2025 through October 31, 2028

Original Contract Term

N/A

Renewal Options (If Applicable)

\$2,135,523.00

Contract Amount

October 23, 2025

Cook County Board Approval Date (If Applicable)

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
Oct 23 2025
COM _____**



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #: 25-3627 **Version:** 1 **Name:** Contract for Design Engineering Services for Butler Drive Reconstruction – 130rd St. to Doty Ave
Contract no. 2238-10073

Type: Contract (Highway) **Status:** Agenda Ready

File created: 8/22/2025 **In control:** Board of Commissioners

On agenda: 10/23/2025 **Final action:** 10/23/2025

Title: PROPOSED CONTRACT (TRANSPORTATION AND HIGHWAYS)

Department(s): Transportation and Highways

Vendor: STV Incorporated, Chicago, Illinois

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

Good(s) or Service(s): Design Engineering Services

Location: Butler Drive - 130th Street to Doty Avenue

Section: 22-BUTDR-00-PV

Contract Value: \$2,135,523.00

Contract period: 11/1/2025 - 10/31/2028

Contract Utilization: The Vendor has met he Minority- and Women-owned Business Enterprise Ordinance Via: Direct Participation The Contract Specific Goal set on this Contract is Zero.

Potential Fiscal Year Budget Impact:

Funding Source Account	FY 2025	FY 2026	FY 2027
Motor Fuel Tax 11300.1500.29150.521536		\$100,000.00	\$235,523.00
EDP grant 11900.1500.54350.521536		\$120,000.00	
IL Competitive Freight grant 11900.1500.54351.521536			\$480,000.00
Congressional spending 11900.1500.54843.521536			\$464,477.00
Totals	\$100,000.00	\$1,300,000.00	\$735,523.00

Accounts: Motor Fuel Tax: 11300.1500.521536.29150; EDP grant (state): 11900.1500.54350.521536; IL Competitive Freight grant (fed): 11900.1500.54351.521536; Congressional spending (fed): 11900.1500.54843.521536

Contract Number(s): 2238-10073

Summary: The Department of Transportation and Highways respectfully requests the approval of the proposed Contract between Cook County and STV Incorporated, Chicago, Illinois.

The scope of services includes the preparation of design engineering (Phase II) plans, specifications, and estimates for improvements on Butler Drive from Doty Avenue to Stony Island Avenue, and Stony Island Avenue from Butler Drive to 130th Street. Butler Drive will be reconstructed in its entirety, it will be widened to allow for a raised median of varying width for a future guardhouse. Included are retaining wall and pavement reconstruction and new curb and gutter and sidewalk. Stony Island Avenue will be reconstructed from Butler Drive to the north edge of pavement of 130th Street. The reconstruction will include a composite pavement and curb and gutter at the edge of pavement and

around the median. The overall length of the improvements is approximately 1.1 miles.

This contract is awarded pursuant to a publicly advertised Request for Qualifications (RFQ) in accordance with the Cook County Procurement Code. STV Incorporated was selected based on established evaluation criteria.

Sponsors: FRANK J. AGUILAR, ALMA E. ANAYA, SCOTT R. BRITTON, JOHN P. DALEY, BRIDGET DEGNEN, BRIDGET GAINER, DR. KISHA E. McCASKILL, DONNA MILLER, STANLEY MOORE, JOSINA MORITA, KEVIN B. MORRISON, SEAN M. MORRISON, MICHAEL SCOTT JR., TARA S. STAMPS, MAGGIE TREVOR, JESSICA VÁSQUEZ

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

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
10/23/2025	1	Board of Commissioners	approve as amended in the errata	Pass

PROPOSED CONTRACT (TRANSPORTATION AND HIGHWAYS)

Department(s): Transportation and Highways

Vendor: STV Incorporated, Chicago, Illinois

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

Good(s) or Service(s): Design Engineering Services

Location: Butler Drive - 130th Street to Doty Avenue

Section: 22-BUTDR-00-PV

Contract Value: \$2,135,523.00

Contract period: 11/1/2025 - 10/31/2028

Contract Utilization: The Vendor has met he Minority- and Women-owned Business Enterprise Ordinance Via: Direct Participation The Contract Specific Goal set on this Contract is Zero.

Potential Fiscal Year Budget Impact:

Funding Source Account	FY 2025	FY 2026	FY 2027
Motor Fuel Tax 11300.1500.29150.521536		\$100,000.00	\$235,523.00
EDP grant 11900.1500.54350.521536		\$120,000.00	
IL Competitive Freight grant 11900.1500.54351.521536			\$480,000.00
Congressional spending 11900.1500.54843.521536			\$464,477.00
Totals	\$100,000.00	\$1,300,000.00	\$735,523.00

Accounts: Motor Fuel Tax: 11300.1500.521536.29150; EDP grant (state): 11900.1500.54350.521536; IL Competitive Freight grant (fed): 11900.1500.54351.521536; Congressional spending (fed): 11900.1500.54843.521536

Contract Number(s): 2238-10073

Summary: The Department of Transportation and Highways respectfully requests the approval of the proposed Contract between Cook County and STV Incorporated, Chicago, Illinois.

The scope of services includes the preparation of design engineering (Phase II) plans, specifications, and estimates for improvements on Butler Drive from Doty Avenue to Stony Island Avenue, and Stony Island Avenue from Butler Drive to 130th Street. Butler Drive will be reconstructed in its entirety, it will be widened to allow for a raised median of varying width for a future guardhouse. Included are retaining wall and pavement reconstruction and new curb and gutter and

sidewalk. Stony Island Avenue will be reconstructed from Butler Drive to the north edge of pavement of 130th Street. The reconstruction will include a composite pavement and curb and gutter at the edge of pavement and around the median. The overall length of the improvements is approximately 1.1 miles.

This contract is awarded pursuant to a publicly advertised Request for Qualifications (RFQ) in accordance with the Cook County Procurement Code. STV Incorporated was selected based on established evaluation criteria.