

# PUBLIC BUILDING COMMISSION OF CHICAGO



AGREEMENT  
 CONTRACT NUMBER PS1557B  
 WITH  
 ALFRED BENESCH & COMPANY  
 TO PROVIDE  
 TRAFFIC STUDY SERVICES  
 FOR  
 VARIOUS SITES

Public Building Commission of Chicago	
Scanned <input checked="" type="checkbox"/>	File Original <input type="checkbox"/> Copy To:
01 PBC:	14-06
02 PMO:	
03 UAP:	
04 PROJECT No:	00000
REC'D MAY 12 2010	
Authority 01-	
Controls 02-	
Procure 03-	
Plan/Design 04-	
Construct 05-	
FFE 06-	
CloseOut 07-	

Mayor Richard M. Daley  
 Chairman

Erin Lavin Cabonargi  
 Executive Director

Richard J. Daley Center, Room 200  
 50 West Washington Street  
 Chicago, Illinois 60602  
[www.pbcchicago.com](http://www.pbcchicago.com)

CN-PBC-GSB-PS1557-B-Traffic Study Various Sites-20100401

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**EXECUTION PAGE**

**TRAFFIC STUDY SERVICES - PS1557B**

**THIS AGREEMENT** effective as of April 9, 2010, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **Alfred Benesch & Company** with offices at 250 North Michigan Avenue, Suite 2400, Chicago, Illinois, 60601 (the "**Consultant**").

**Recitals:**

**Whereas**, the Commission intends to undertake from time to time the acquisition, demolition, renovation, development, construction and/or improvement of buildings, facilities and other improvements ("Project") located in the City of Chicago ("City") at the request of various governmental and public agencies ("User Agency").

**WHEREAS**, the Commission requires certain professional services as described in Schedule B of the Agreement as modified from time to time by Task Order (the "Services") in connection with the Projects undertaken by the Commission for the use and benefit of a User Agency.

**WHEREAS**, the Consultant desires to be retained by the Commission to perform the Services and has represented to the Commission that the Consultant is qualified and competent, by education and training, and has the knowledge, skill, experience and other resources necessary to perform the Services required by the Agreement in accordance with terms and conditions of the Agreement.

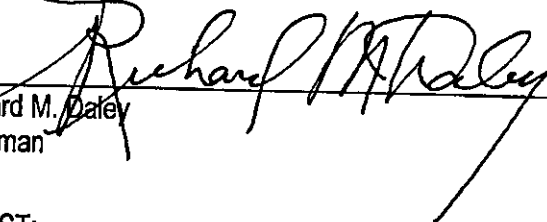
**WHEREAS**, in reliance upon the Consultant's representations and Key Personnel as identified in Schedule E, the Commission has selected the Consultant to perform the Services on the terms and conditions set forth in this Agreement as modified from time to time by Task Order.

**NOW, THEREFORE**, the parties have executed this Agreement on the terms and conditions that follow:

**EXECUTION PAGE**

**TRAFFIC STUDY SERVICES - PS1557B**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

  
Richard M. Daley  
Chairman

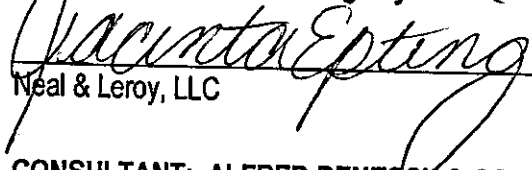
Date: \_\_\_\_\_

ATTEST:

Edgrick C. Johnson – Secretary

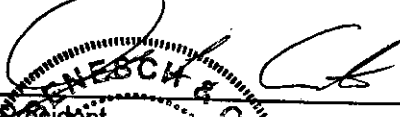

Date: \_\_\_\_\_

Approved as to form and legality

  
Neal & Leroy, LLC

Date: 4/26/10

CONSULTANT: ALFRED BENESCH & COMPANY

  
  
ILLINOIS

Date: 4/13/10

County of: Cook

State of: Illinois

Subscribed and sworn to before me by John L. Carrato and Michael N. Goodkind  
on behalf of Consultant this 13th day of April, 2010.

  
Notary Public

My Commission expires: 04/15/2013

(SEAL OF NOTARY)



## SCHEDULE A

### TERMS AND CONDITIONS

1. **Recitals.** The Recitals set forth on the Execution Page of this Agreement are hereby incorporated herein by reference.
2. **Definitions.** The herein words and phrases have the following meanings for purposes of this Agreement.
  - a. **Agreement** means this Professional Services Agreement for Specialty Consulting Services, including all schedules, exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, supplements or Task Orders made in accordance with the terms hereof.
  - b. **Commission** means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.
  - c. **Consultant** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized to perform the Services required by the terms and conditions of this Agreement.
  - d. **CW System or CW** means the on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports.
  - e. **Deliverables** means the documents, in any format (electronic or hard copy) requested by the Commission, including without limitation drawings, plans, reports, forms, recommendations, and analyses, that the Consultant is required under this Agreement to provide to the Commission.
  - f. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.
  - g. **Key Personnel** means those job titles and persons as identified in such positions in Schedule E of this Agreement.
  - h. **Services** means collectively, the duties, responsibilities and tasks that are necessary in order for the Consultant to provide the Scope of Services required by the Commission under Schedule B of this Agreement and the assigned Task Order.
  - i. **Sub-consultant or Subcontractor** means a partnership, firm, corporation or entity other than the Consultant that furnishes labor, materials and/or equipment to the Consultant related to the performance of the Services and/or improvement of the Project.
  - j. **Task Order** means a document issued by the Commission to the Consultant pursuant to this Agreement that authorizes in writing Services and/or Deliverables to be provided by the Consultant, together with any applicable exhibits or schedules, a timetable for any Deliverables and the applicable fees.
2. **Incorporation of Documents.** The Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is hereby

incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.

3. **Engagement and Standards for Performing Services.**

a. **Engagement.** The Commission hereby engages the Consultant, and the Consultant hereby accepts such engagement, to provide the Services described in this Agreement, as the same may be amended, in writing, from time to time by mutual agreement of the Commission and the Consultant.

b. **Performance Standard.** The Consultant represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing consulting professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement and the assigned Task Order. If in the course of performing the Services, Consultant identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Consultant shall promptly provide notice to the Commission.

c. **Consultant's Personnel.** The Consultant agrees that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services and the assigned Task Order in the manner required by this Agreement. Consultant must not reassign or replace Key Personnel without the written consent of the Commission. Consultant must ensure that all Services and Deliverables 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 maintain current copies of any such licenses and provide such copies, upon request, to the Commission. Consultant remains responsible for the professional and technical accuracy of all Services and Deliverables furnished, whether by the Consultant or others on its behalf. Consultant must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of the Services. Consultant must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission. All Deliverables must be prepared in a format satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement and the assigned Task Order.

d. **Independent Contractor.** In performing the Services under this Agreement, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Consultant is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

e. **Limitations on Sub-Consultants and Subcontractors.** Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

f. **Failure to Meet Performance Standard.** If the Consultant fails to comply with its obligations under the standards of the Agreement, the 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 Commission does not relieve Consultant of its responsibility to render the Services and Deliverables with the professional skill and care and technical

accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Consultant, either under the Agreement, at law or in equity.

g. **Changes to the Services.** The Commission may from time to time, request changes to the terms of the Agreement, Task Order or the Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services or timetable for Deliverables, which are mutually agreed upon by and between the Commission and Consultant, shall be incorporated in a written amendment to this Agreement or the Task Order. The Commission shall not be liable for any changes absent such written amendment.

4. **Task Orders.**

a. **Task Order Service Requests.** During the term of the Agreement, the Commission may issue one or more requests or solicitations for specific Services to be performed under the Agreement (a "Task Order Service Request" or "TOSR"). Each such Task Order Request will identify the Project, describe the specific Services to be performed, the desired completion date, and any other information or documents to be provided by the Consultant in responding to the Task Order Service Request.

b. **Task Order Proposals.** Consultant must submit to the Commission a written response to the Task Order Service Request by providing the information and documents requested (the "Task Order Proposal"). The Task Order Proposal will propose a schedule, budget, Deliverables, a list of technical personnel who will perform the Services and any other information or documents listed in the Task Order Service Request. The Task Order Proposal must be submitted within the time specified in the Task Order Service Request. Any costs associated with the preparation of such Task Order Proposal are not compensable under the Agreement and the Commission is not liable for any such costs.

c. **Review Process.** The Commission will review the Task Order Proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with Consultant regarding the Task Order and specific Services to be performed and/or Deliverables to be provided. If the Commission and Consultant negotiate changes to the Task Order regarding the specific Services and/or Deliverables to be provided, Consultant must submit a revised Task Order Proposal (based upon such negotiations) to the Commission.

d. **Notice of Approval of Task Orders.** All Task Orders are subject to the written approval of the Commission and no Task Order will become binding upon the Commission until it is approved in writing by the Executive Director. Absent approval of a Task Order and issuance of a Notice to Proceed as provided in the following sub-paragraph, the Commission will not be obligated to pay or have any liability to Consultant for any Services or Deliverables provided by Consultant pursuant to such Task Order.

e. **Notice to Proceed.** After approval of the Consultant's engagement to perform Services under a Task Order (as evidenced by the execution of the Notice of Award by the Executive Director), the Commission shall issue a Notice to Proceed authorizing the Services that are within the scope of such Task Order and attaching or incorporating the applicable Task Order. Upon receipt of an executed Notice to Proceed issued by the Project Manager, Consultant will promptly commence and perform, in accordance with the Task Order, the Services set forth in the Task Order. Consultant shall not commence the applicable Services unless and until the Commission issues the Notice to Proceed.

e. **No Obligation.** Consultant acknowledges and agrees that the Commission is under no obligation to issue any Task Orders, and that it is within the Commission's discretion whether to include Consultant in any solicitation for Task Order Proposals.

5. **Duties and Obligations of Consultant.**

a. **Nondiscrimination.** The Consultant agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 *et. Seq.* the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 *et. Seq.*, the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); Illinois Human Rights Act 775 ILCS 5/1-101 *et. Seq.* and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 *et seq.* of the Municipal Code (1990), as amended, and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Consultant will furnish such reports and information as requested by the Commission or the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.

b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to [Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).] The Consultant shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 *et. seq.* If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Consultant, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due.

c. **Intentionally omitted.**"

d. **Delays.** The Consultant agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.

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\*\* TO BE INSERTED IN CONTRACTS FOR SURVEYING, TRAFFIC STUDIES AND COMMISSIONING.



e. **Records.** The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.

f. **CW System.** The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the CW procedures and submit progress reports and other Deliverables through the CW System. The Consultant must attend courses and receive training on the CW System provided by or on behalf of the Commission. Any costs incurred by Consultant as a result of the attendance of Consultant's personnel at CW System courses are not compensable by the Commission.

g. **Time of Essence.** The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Consultant agrees to use its best efforts to expedite performance of the Services and the assigned Task Order and performance of all other obligations of the Consultant under this Agreement and any other agreement entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement hereunder.

h. **Compliance with Laws.** In performing its engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws, rules and regulations including but not limited to, those referenced in subparagraphs (a) and (b) above.

i. **Progress Meetings.** Meetings to discuss the progress of the Project and/or to review the performance of the Consultant may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Consultant agrees to cause such meetings to be attended by appropriate personnel of the Consultant engaged in performing or knowledgeable of the Services.

## 6. **Term.**

a. The term of this Agreement is three (3) years with three (3) successive one (1)-year renewal options at the sole discretion of the Commission. The term of this Agreement shall begin upon the final execution of this Agreement, and, subject to the provisions of subparagraph (b) below, shall expire three (3) years after the effective date of this Agreement, or any renewal option period if exercised by the Commission.

b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Consultant at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Consultant hereunder with respect to all or any part of the Services, by written notice given to the Consultant at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Consultant from liability for the performance of any obligation of the Consultant under this Agreement performed or to have been performed by the Consultant on or before the effective date of termination or suspension. Provided the Consultant is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Consultant for any loss, cost or damage

which the Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Consultant for actual expenses approved by the Commission.

c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Consultant, or if the Commission fails to make any payment or perform any other obligation hereunder, the Consultant shall have the right to terminate this Agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Consultant for periods up to the effective date of termination.

7. **Compensation of Consultant; Submission of Invoices through CW.** The total amount of fees [and costs] to be paid by the Commission during the term of this Agreement, excluding any renewal option periods, shall not exceed the sum of \$200,000.00. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule C of this Agreement, or as modified by assigned Task Order. The Consultant shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the CW System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Task Order number. Failure to submit invoices through CW will result in delayed or non-payment to the Consultant.

8. **Rights and Obligations of Commission.** In connection with the administration of the Project by the Commission and the performance of this Agreement by the Consultant, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:

a. **Information.** The Commission shall provide the Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.

b. **Review of Documents.** Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.

c. **Site Data.** To the extent the Commission determines to be necessary for the Consultant to perform the Services and the assigned Task Order, the Commission may furnish to the Consultant information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.

d. **Tests and Reports.** The Commission may also furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports if determined by the Commission in its sole discretion to be necessary in order for the Consultant to perform the Services and the assigned Task Order.

e. **Legal, Auditing and other Services.** The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Consultant to perform the Services. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Consultant.

f. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.

g. **Ownership of Documents.** All documents, data, studies and reports prepared by

the Consultant or any party engaged by the Consultant, pertaining to the Services shall be the property of the Commission, including copyrights.

h. **Audits.** The Commission shall have the right to audit the books and records of the Consultant on all subjects relating to the Services.

9. **Indemnification of Commission.** The Consultant hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Consultant or any person employed by the Consultant to the maximum extent permitted by applicable law.

10. **Insurance to be Maintained by Consultant.** The Consultant shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Consultant, insurance coverage as set forth in Schedule D.

11. **Default.**

a. **Events of Default.** Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:

i. Failure or refusal on the part of the Consultant duly to observe or perform any obligation or Agreement on the part of the Consultant contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been give to the Consultant by the Commission;

ii. Failure of Consultant to perform the Services to the standard of performance set forth in this Agreement;

iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;

iv. The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or

v. There shall be commenced any proceeding against the Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without

the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.

b. **Remedies.** If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Consultant, in which event the Commission shall have no further obligations hereunder or liability to the Consultant except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

c. **Remedies not Exclusive.** No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

12. **Confidentiality.** All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project, the Services or any assigned Task Order. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by Consultant in entering into this Agreement. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests.

13. **Assignment.** The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Consultant.

[14. **Personnel.** The Consultant further acknowledges that the Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Consultant shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Consultant's staff, to the Project.]

15. **Relationship of Parties.** The relationship of the Consultant to the Commission hereunder is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary in this Agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an Agreement of partnership, joint venture, or agency.

16. **Miscellaneous.**

a. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.

b. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.

c. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.

d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.

e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.

f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Consultant at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Consultant may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.

g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

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

**SCHEDULE B  
SCOPE OF SERVICES  
TRAFFIC STUDY SERVICES - PS1557B**

**I. General Scope of Services – Traffic Study Consultant**

The Consultant will enter into a Task Order agreement with the PBC. Consultants will perform all Services required to complete the Traffic Study of the assigned project or projects during the planning or design phases. The Consultant is to complete a study on the traffic-related impacts of locating the proposed facility at the project site. The PBC would like to understand any traffic-related issues; both existing and that might be created by the development, in order to assess any traffic-related impacts that the development may have on the community. The term Task Order will terminate when all Services required have been completed to the reasonable satisfaction of the Commission. The Consultant's Task Order will be executed in a Lump Sum Format, on a project by project basis.

Below are the individual tasks Consultant may be required to perform:

**A. Data Collection:**

- 1) *Kick-Off Meeting:* The Consultant shall attend a kick-off meeting with the PBC prior to commencing with the work. The kick-off meeting will address scope of work, special requirements, schedule, site access, and any other particular items that are required for the successful completion of a traffic study.
- 2) *Field Reconnaissance & Inventory:* The Consultant shall perform a field reconnaissance and inventory of existing traffic, parking, bicycle, pedestrian and any other existing modes of transportation. The inventory shall include, but not limited to, the following:
  - a. Street widths, parking restrictions, parking capacity, curbside activity, traffic control, general circulation patterns, adjacent properties, bus stop locations, pick-up/drop-off accommodations, pedestrian and bicycle paths, travel routes, pavement markings, and signs.
  - b. Other conditions relevant to the study.
- 3) *Collect & Review Existing Operations and Traffic Data:* The Consultant shall collect and review all relevant information pertaining to existing transportation system operations and existing and projected populations and land use within the vicinity of the site.
- 4) *Existing Conditions Summary Exhibit:* The Consultant shall prepare an existing conditions diagram summarizing the identified field conditions.

**B. Field Investigation:**

- 1) *Traffic Count:* The Consultant shall specify traffic count procedures (manual or automated). The traffic counts (vehicular and pedestrian) shall be conducted per the time periods specified by the PBC.
- 2) *Traffic Observation:* The Consultant shall perform traffic observations for the purposes of estimating the travel modes of users, advising on pick-up/drop-off activities, evaluating on street and off-street parking demands, and assisting in the projections.
- 3) *Traffic Summary Exhibit:* The Consultant shall prepare a diagram summarizing vehicular, bicycle, pedestrian and any other existing modes of transportation volumes for the peak traffic during the study periods.

### **C. Trip Generation and Traffic Assignment**

- 1) *Trip Generation*: The Consultant shall utilize traffic counts, field observations, and other related data to generate trip estimates during study periods of user activity. The Consultant shall validate the trip generations through industry-recognized standards.
- 2) *Trip Distribution*: The Consultant shall distribute the generated traffic (vehicular, pedestrian and any other existing modes of transportation) onto the existing, or proposed, streets and sidewalk networks based upon anticipated direction of travel.
- 3) *Trip Assignment*: The Consultant shall assign the generated traffic projections to the adjoining street system based upon the trip distributions and any other relevant information.

### **D. Analysis and Recommendation**

- 1) *Intersection Capacity Analysis*: The Consultant shall conduct capacity analysis at all relevant intersections for each study period. The Consultant shall describe the methods used to develop the capacity analysis.
- 2) *Analysis and Recommendations*: The Consultant shall analyze the information developed by the study and submit a professional analysis and recommendation(s) for the necessary areas of consideration, including impacts and improvements, to the following (but not limited to):
  - a. Existing street system(s)
  - b. Building access and circulation
  - c. Transit
  - d. Parking
  - e. Pedestrian/Bicycle systems
  - f. Pick-up/drop-off operations related to school buses, transit, private autos, agency vehicles, loading and delivery docks, etc.
  - g. Conflict points between autos, pedestrians, and school/CTA bus activity
  - h. Safety conditions
  - i. Traffic control at intersections for pedestrian and vehicular traffic
  - j. Roadway
  - k. Meters
  - l. Reducing the amount of traffic and onsite parking
  - m. Impact to traffic pattern at adjacent properties.

### **E. Documentation**

*Findings and Recommendations Meeting*: The Consultant shall be available for one (1) meeting to discuss the analysis and investigation results to the PBC Project Manager and team members, two (2) zoning meetings, if required and shall attend meetings with governing authorities, community meetings, and as needed.

- 1) *Traffic Study*: The Consultant shall provide a draft electronic report with the following (but not limited to):
  - a. Exhibits depicting existing conditions aerial
  - b. Existing traffic
  - c. Bicycle and pedestrian volumes
  - d. Site generated traffic and pedestrian volumes
  - e. Total traffic and pedestrian volumes
  - f. Aerial exhibit identifying locations of recommended improvements

Further, the Consultant shall provide the text in WORD format for the first draft review within three (3) weeks following the authorization to begin work. After incorporating all comments, the Consultant shall submit five (5) hard copies of the Final Traffic Study (including all summary diagrams and analysis) and one electronic PDF file on CD to the PBC Project Manager within two (2) weeks after receiving comments.

**F. Additional Studies (if needed)**

- 1) *Traffic Conditions during Construction:* The Consultant shall analyze the impacts on traffic patterns during construction of this project and make recommendations to mitigate any significant impacts.
- 2) *Public Transit Analysis & Recommendation:* The Consultant shall analyze and make recommendation for the optimum location(s) for public transit stops.
- 3) *Parking Facility Analysis:* The Consultant shall analyze and make recommendation for impacts due to a parking garage associated with the project.
- 4) *Pedestrian Safety Analysis & Recommendation:* The Consultant shall analyze and make recommendation for safety issues related to impacts to pedestrian traffic around the project site.



**SCHEDULE C  
COMPENSATION OF THE CONSULTANT  
TRAFFIC STUDY SERVICES - PS1557B**

**C.1 CONSULTANT'S FEE**

- C.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services, included in each Task Order assigned by the Commission on a Lump Sum Basis ("Fee").
- C.1.2 Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

**C.2 METHOD OF PAYMENT**

- C.2.1 **Invoices.** The Consultant will submit an invoice through CW to the Commission for Services performed, that will be paid in one lump sum after all Services required by this Agreement have been completed to the reasonable satisfaction of the Commission.

Each invoice must reference the contract number, task order number, project name and be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subconsultant costs. In accordance with the terms of the Agreement, the Consultant must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain and the reasons for such variances.

- C.2.2 **Payment.** Payment will be processed within 30 days after Commission receives an acceptable invoice from the Consultant.

**SCHEDULE D  
INSURANCE REQUIREMENTS  
TRAFFIC STUDY SERVICES - PS1557B**

*In general, unless otherwise specified in the assigned Task Orders, the Consultant must provide and maintain at Consultant's own expense, until expiration or termination of the Agreement and during the time period following expiration if Consultant is required to return and perform any additional work, the minimum Insurance coverage and requirements specified below, insuring all operations related to the Agreement.*

**D.1. INSURANCE TO BE PROVIDED**

**D.1.1. Workers' Compensation and Employers Liability**

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

**D.1.2. Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, explosion, collapse, underground, and contractual liability (with no limitation endorsement). The Public Building Commission and User Agency designated in the scope of the work must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein

**D.1.3. Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission and User Agency designated in the scope of the work must be named as additional insureds on a primary, non-contributory basis.

**D.1.4. Professional Liability**

When any professional Consultant performs work in connection with the Agreement, Professional Liability Insurance will be maintained with limits of not less than \$2,000,000 covering acts, errors, or omissions. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subcontractors performing work for Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein

**D.1.5 Property**

The Consultant is responsible for all loss or damage to Commission and/or User Agency property at full replacement or repair cost. The Consultant is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Consultant.

**D.1.6 Valuable Papers**

When any plans, designs, drawings, specifications, data, media, and documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

## D.2 ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified coverage. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Commission reserves the right to obtain copies of insurance policies and records from the Consultant and/or its subcontractors at any time upon written request.

The insurance must provide for 60 days prior written notice to be given to the Commission if any policies are canceled, substantially changes, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance must be borne by Consultant.

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission, User Agency and their respective Board members, employees, elected and appointed officials, and representatives.

The insurance coverage and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Commission and the User Agency do not contribute with insurance provided by the Consultant under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in the Agreement given as a matter of law.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured

The Consultant must require all its subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

If Consultant or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

***The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements. Insurance requirements may be altered, including, but not limited to naming other entities or persons as additional insureds, based upon the issuance of specific task orders.***

**SCHEDULE E  
KEY PERSONNEL  
TRAFFIC STUDY SERVICES - PS1557B**

**(COMMISSION'S KEY PERSONNEL FORM FOLLOWS THIS PAGE.)**

**Michael Magnuson, PE, LEED AP**

Project Manager

**Firm:**  
Alfred Benesch &  
Company

**Years of  
Experience:** 22

**Education:**  
MS, Civil  
Engineering,  
University of Illinois  
at Chicago

BS, Civil  
Engineering,  
University Illinois at  
Chicago

**Professional  
Registrations and  
Certifications:**  
Professional  
Engineer - IL

LEED Accredited  
Professional

International  
Municipal Signal  
Association (IMSA)  
Certified Traffic  
Signal Level I & II

Mr. Magnuson brings over 20 years experience in transportation engineering combined with strong project management, project implementation and public speaking/communication skills. Prior to working as a consulting engineer, Mr. Magnuson served 12 years as a public sector engineer. He brings a strong perspective of public agency needs and concerns on transportation issues. His public sector service includes the positions of Assistant County Engineer and then County Engineer for the McHenry County Division of Transportation as well as Design Engineer and Development Engineer for the Lake County Division of Transportation.

Mike Magnuson's experience includes the review of engineering plans and studies related to zoning changes, subdivisions and planned development permitting processes. Mike's experience includes review of roadway design, site grading, internal roadway layout, site circulation (parking and drive-through facilities) and plat review for developments in both Lake and McHenry counties as part of his public sector experience. As a consultant Mike has performed development review for roadway and traffic related concerns for numerous municipalities. Mike also recently assisted McHenry County as a consultant in developing a major update to the County's 10 year old access ordinance and permit policies that resulted a new comprehensive "McHenry County Access Control and Right-of-way Management Ordinance" and companion "Permit Procedures and Requirements Manual" that encompassed access management, utility and facility permits and general permitting requirements. This work involved development of new design standards, permit processes and permit forms. His additional project experience includes:

**Damen, Elston, Fullerton Intersection: Chicago, IL**

**Traffic Engineer/Project Reviewer:** Intersection improvement to alleviate congestion at the complex confluence of three urban arterials. This federal-aid project encompassed the reconstruction of 1.3 miles of roadway. Work tasks include alternatives evaluation, environmental documentation, roadway design, three intersection design studies, storm sewer design, utility relocation and traffic signal design.

**Stearns Road Stage III, Traffic Analysis: Kane County, IL**

**Traffic Engineer:** Phase I traffic analysis (Intersection design studies, traffic/railroad analysis) and Phase II (traffic signal design) for a new arterial roadway corridor. Design of traffic signals at two intersections and a traffic signal system interconnect. Phase I traffic analysis involving traffic simulation model to assess stacking of traffic near at-grade railroad crossing.

**Rollins Road at IL Route 83: Round Lake, IL**

**Environmental and Traffic Lead:** A preliminary engineering report and environmental assessment was prepared for the improvements of a grade separation of Rollins Road and the CN Railroad. This includes the necessary modification to the intersection of Rollins Road and IL Route 83 and the potential realignment of Hainsville Road. A VP study was conducted to evaluate several alternatives.

Professional  
Affiliations:  
Institute of  
Transportation  
Engineers

## Michael Magnuson, PE, LEED AP (cont.) Project Manager

### I-55 at Lorenzo Road: Will County, IL

**Environmental and Traffic Lead:** This project includes providing Phase I and II services for the preparation of preliminary engineering and Environmental Assessment reports, as well as preparation of contract plans, special provisions and estimates for the improvement of the interchanges of I-55 at Lorenzo Road. Phase I engineering study including a detailed traffic impact study to assess traffic impacts from proposed new intermodal, warehousing and commercial development on Interstate 55 near Wilmington in Will County. Traffic capacity analysis and geometric recommendations for roadway and interchange improvements were made.

### Illinois Route 64 and Illinois Street/Avenue: St. Charles, IL

**Traffic Engineer:** Engineering services included evaluating IDOT's existing signal timings and working with IDOT's SCAT consultant on the revised timings and making recommendations to the City. Synchro, SimTraffic, and HCS 2000 were used.

### Elgin CBD Traffic Signal System: City of Elgin

**Project Manager:** Traffic study modeling one-way vs. two-way street operations with recommendation to retain one-way system, extensive public involvement, design of 13 signalized intersections and fiber optic interconnect, timing and coordination of the entire downtown system (13 intersections), timing and coordination of separate Kimball Street system (7 intersections). Central office direct connection (Eagle controllers.)

### Main Street Station Traffic Impact Study: Crystal Lake, IL

**Traffic Engineer:** Engineering services were provided to the City to evaluate the traffic impacts related to a proposed multi-use residential and retail development in downtown Crystal Lake include traffic counts; analysis of existing traffic flow conditions; projection of site-generated traffic for multiple land uses including condominiums and retail commercial businesses; assignment of the projected trips to the street network; analysis of projected traffic flow; development of recommendations for improvements to mitigate traffic impacts; preparation of a report presenting the analyses and findings; and participation in Planning and Zoning Committee and City Council meetings to address questions related to the traffic analysis.

### I-88/Naperville Rd. Interchange Reconstruction Detour (2006-2007), ISTHA

Assessed traffic impacts from I-88 interchange reconstruction project on 4 major arterial streets and two interchanges (24 signalized intersections). Provided traffic analysis and modeling of existing conditions and "under detour" traffic for; determination of temporary detour-related signal timings and coordination plans; recommendations for temporary lane reconfigurations; implementation of detour timing plans; field observation and timing refinements; coordination with Tollway, DuPage County and Naperville; responded to signal operation complaints during detour.

### Lutter Center Traffic Impact Study, Crystal Lake, Illinois

Provided engineering services to evaluate the traffic impacts related to a proposed multi-use development at the intersection of IL 31 and Rakow Road. Services included

**Michael Magnuson, PE, LEED AP (cont.)** Project Manager

traffic counts at three intersections; analysis of existing traffic flow on the existing street network; projection of site-generated traffic for multiple land uses including a Wal-Mart Super Center, auto dealership, drive-through restaurants, town-homes and adjacent proposed hospital and clinic complex; analysis of projected traffic flow on the adjoining street network, development of recommendations for improvements to mitigate traffic impacts; preparation of a report presenting the analyses and findings; and participation in Planning and Zoning Committee and City Council meetings to address questions related to the traffic analysis.

**Red Gate Road Safety Study, City of St. Charles**

Performed safety review, including crash analysis and speed study analysis as a result of a recent serious personal injury crash. Recommended signing changes and speed limit reduction to reduce crashes.

**Randall Road/Huntley Road Crash Analysis, Kane County Division of Transportation**

Performed crash analysis at one of the highest crash frequency intersections in District 1. Identified need to restrict westbound right turn movement to "no right-turn on red." 33 percent reduction in crashes since implementation.

**Ackman Road/Lakewood Road, McHenry County Division of Transportation**

Prepared comprehensive traffic impact studies for five mixed-use developments. Developed recommendations for access location, configuration, and developed cost-sharing analysis to be used to apportion costs of adjacent public intersection improvements between the developers.

**Ware Road/Raffel Road Traffic Study, Woodstock, Illinois**

Traffic Engineering services involved evaluating the combined impacts of three development sites along Ware Road, Raffel Road, and IL 47, and included review of developers' traffic impact studies; consolidation of traffic projections; analysis of consolidated traffic impacts to the existing street system; analysis of traffic signal warrants; and preparation of a report presenting the analyses and findings. This study also included a subsequent analysis of traffic flow through a campus of three schools at the IL 47/Ware Road intersection and recommendations for potential modifications to on-campus bus access and traffic flow with a proposed westward extension of Ware Road.

**Traffic Study and Traffic Calming Plan, Lake Avenue/Forest Avenue/15th Street, Wilmette, IL**

As a result of resident's complaints regarding traffic flow on Lake Avenue and cut-through traffic, a traffic study was conducted to quantify the cut-through traffic and analyze traffic flow on the arterial route (Lake Avenue). A two-pronged solution was developed that involved adjustments to traffic signal timings on Lake Avenue to make cut-through less desirable and a traffic calming plan consisting of speed humps and re-bricking of the local streets to create a disincentive to cut-through traffic and to reduce vehicle speeds. Recommendations for stop signs were also developed to improve safety at an uncontrolled intersection.

**Mary E. Ahern, PE, PTOE**

**Traffic Engineer**

**Firm:**  
Alfred Benesch &  
Company

Ms. Ahern brings extensive experience in signal design and coordination. She has over ten years of experience in civil engineering, with a speciality in traffic engineering. She also serves as an adjunct professor at Northwestern University's Traffic Institute, teaching a variety of traffic classes.

**Years of Experience:** 14

**Damen, Elston, Fullerton Intersection, Chicago, IL**

**Traffic Engineer:** Benesch is providing Phase I and Phase II engineering services for the reconfiguration of intersection for Damen Avenue, Elston Avenue and Fullerton Avenue. The intersection is a highly congested, poorly functioning, five-legged intersection with substantial skews. Benesch performed a value planning study to identify improvements for this high accident location. An at-grade re-route of two legs of the intersection was identified that created three traditional intersections with substantially improved level of service. The project received federal funding; the Phase I Categorical Exclusion report is being completed in compliance with federal requirements. Ms. Ahern completed the HCS modeling as well as IDS's and traffic analysis. She also completed Synchro/Sim Traffic analysis for the project.

**Education:**  
BS, Traffic and  
Transportation  
Engineering,  
Marquette University

**Professional Registrations and Certifications:**  
Professional Engineer - IL, MI

**130th & Torrence Avenue Phases I & II: Chicago, IL**

**Traffic Engineer:** Benesch prepared Phase I and II plans for the realignment and grade separation of 130th Street and Torrence Avenue below the Norfolk Southern Railroad and the Chicago, South Shore and South Bend Railroad in Chicago, Illinois. Ms. Ahern completed IDS's and HCS analysis.

**Professional Affiliations:**  
American Consulting Engineers Council

**Stearns Road, Stage 3 Signal Design: Kane County, IL**

**Senior Project Engineer:** Benesch performed Phase I study to implement EIS recommendations. The study evaluated the existing conditions of the proposed corridor; forecasted future traffic volumes; developed and evaluated alternatives; and finalized concepts of the preferred alternative including cost estimates and construction sequence. Ms. Ahern completed the HCS modeling as well as IDS's and traffic analysis, and served on the design team for the signals.

Institute of Transportation Engineers

**I-55 at Lorenzo Road: Will County, IL**

**Project Engineer:** This project includes providing Phase I and II services for the preparation of preliminary engineering and Environmental Assessment reports, as well as preparation of contract plans, special provisions and estimates for the improvement of the interchanges of I-55 at Lorenzo Road. Ms. Ahern is performing traffic engineering on the project, including HCS analysis and IDS's for eight intersections.

**Sheridan Road System - IL 41, Econolite #77, North Chicago, IL**

**Traffic Engineer:** Develop timings and offsets and progression, implement, field observe and revise; assist in controller operation.

**US 45 - Econolite #57, LaGrange / 96th St., Cook County, IL**

**Traffic Engineer:** Assist in developing timings, offsets, progression.

**US 34 - Econolite #97, Naperville, IL**

**Traffic Engineer:** Assist in developing timings, offsets, progression; travel time data collection.



**Geoffrey Thiesse, PE**

Project Engineer - Signals

**Firm:**  
Alfred Benesch  
& Company

Mr. Thiesse has a tremendous amount of lighting and traffic signal design experience that comes from projects both standard and complex. From traffic signals on complex urban intersections to aesthetic bridge lighting, Mr. Thiesse has the know-how to manage a variety of electrical engineering projects.

**Years of Experience:** 6

**Stearns Road, Stage III: Kane County, IL**

**Electrical Engineer:** Phase II traffic signal and lighting design for a new arterial roadway corridor. Assisted in the design of traffic signals at two intersections and a traffic signal system interconnect and was responsible for roadway and pedestrian underpass lighting for proposed underpass of existing Kane County Forest Preserve path.

**Education:**  
BS, Electrical  
Engineering,  
Northern Illinois  
University

**130th Street & Torrence Avenue - Phase II: Chicago, IL**

**Electrical Engineer:** Phase II engineering services were required to prepare final plans for the realignment and grade separation of rail and vehicular traffic at this complex intersection. The proposed project will result in six new bridges: three railroad, two pedestrian and one highway. In addition, design plans were prepared for a new drainage system, including a detention chamber, pump station and settling basin. Mr. Thiesse designed the lighting for the mixed-use bridge, Ford Access bridge and 130th & Torrence. He prepared plans for traffic signals on 130th & Torrence and Ford Access Road.

**Professional Registrations and Certifications:**  
Professional  
Engineer- IL

**Damen, Elston, Fullerton Intersection: Chicago, IL**

**Designer:** This federal-aid project encompassed the reconstruction of 1.3 miles of roadway. Work tasks include alternative evaluation, environmental documentation, roadway design, three intersection design studies, storm sewer design, utility relocation and traffic signal design. Mr. Thiesse performed traffic signal design for the project.

**CN over I-190 - Design: Chicago, IL**

**Designer:** Metra's expansion of the North Central Commuter Service required a third track across I-190 and reconfiguration of Junction 19, a significant rail traffic control point located at the I-190 overpass. The scope included development of bridge design concepts, and preparation of contract documents for track, bridge and 3,000 linear feet of water transmission pipelines. Mr. Thiesse designed under bridge lighting for the project.

**Union Pacific Railroad North Line - Design of 16 Bridges: Chicago, IL**

**Project Civil Engineer:** This project includes preparation of contract documents for the reconstruction of 16 railroad bridges. Single clear spans will replace existing multi-span through girder bridges. The new superstructure design consists of steel welded through plate girders. The floor system consists of transverse floor beams supporting a steel plate ballast deck. Mr. Thiesse provided lighting design for several bridges on the project.

## Ryan M. Thady, PE

## Design Analysis

**Firm:**  
Alfred Benesch &  
Company

Ryan Thady is a project manager in Benesch's Civil Group specializing in complex transportation projects. He brings local experience with the Chicago Department of Transportation, another other local agencies. He holds a Masters of Project Managements, and brings a unique perspective on budgets, staffing and resources to his assignments, resulting in timely delivery of project requirements.

**Years of Experience:**  
13

**Damen, Elston, Fullerton Intersection Phase I & II Engineering: Chicago, IL**  
**Project Manager and Project Controls Manager:** Ryan served as Project Manager for Phase I and Phase II engineering services for the reconfiguration of the intersection for Damen Avenue, Elston Avenue and Fullerton Avenue in Chicago, IL. Benesch performed a value planning study to identify improvements for this high accident location. An at-grade re-route of two legs of the intersection was identified that essentially created three traditional intersections with substantially improved level of service. Ryan used the earned value method of cost and schedule tracking on this project, helping the client to manage an ever changing scope effectively. He oversaw the location drainage study for this project, as well as all drainage design.

**Education:**  
MS, Project  
Management, Devry  
University

BS, Civil  
Engineering,  
University of Illinois,  
Urbana-Champaign

### 130th & Torrence Avenue Phases I & II: Chicago, IL

**Project Civil Engineer:** Retained to prepare Phase I and Phase II documents for the realignment and grade separation of 130th Street and Torrence Avenue below the Norfolk Southern Railroad. Phase I consisted of the preparation of a Design Report, ECAD (Environmental Class of Action Determination) and Location Drainage Study for the project. The ECAD discussed several major issues including impacts to residents (noise and access), businesses (displacement and access), wetlands and special waste. Ryan Thady served as Project Engineer, overseeing the Phase I special waste remediation issues, wetland coordination, compliance with the commitments made in the ECAD and other issues related to environmental compliance on the project. He also served as Drainage Lead on the project overseeing the design of the massive pump station and detention chamber, settling basins and stormwater treatment systems.

BS, Physics, Illinois  
College

**Professional  
Registrations and  
Certifications:**  
Professional  
Engineer- IL, IN

### Stearns Road, Stage III Design: Kane County, IL

**Civil Engineer:** Phase II design services included plan preparation for the realigned roadway and a new complex intersection, complete with traffic signals and a highway drainage system. Also included are two new bridges, two new grade separated structures and modifications to an existing structure over CNIC railroad. Mr. Thady assisted with corridor wide drainage and quality assurance for Stage 3 drainage.

IDOT  
Documentation  
IDOT Bituminous  
Concrete Tester  
Course

Project Management  
Institute

### Butterfield Road Reconstruction: DuPage County, IL

**Quality Assurance:** Three miles of Butterfield Road were widened to accommodate four traffic lanes instead of the existing two. Also included in this section of roadway were improvements to a major intersection, two new box culverts and a noise abatement wall. Context sensitive solutions were applied to address stakeholder concerns. Mr. Thady performed QA/QC for all civil aspects of the project.

Traffic Signal  
Workshop  
Intersection Safety  
Audits  
SAVE  
VEP Online Module I

## Laura L. McGovern, PE

## Quality Manager

**Firm:**  
Alfred Benesch &  
Company

Ms. McGovern leads the civil and electrical engineering group at Benesch. She offers over twenty years of civil engineering experience on a variety of projects. She brings a wealth of experience in traffic engineering, completing and overseeing many traffic studies during her career.

**Years of  
Experience:** 23

### Rollins Road at IL Rte 83: Round Lake

**Quality Manager:** A preliminary engineering report and environmental assessment was prepared for the improvements of a grade separation of Rollins Road and the CN Railroad. The project included extensive traffic analyses and traffic impact studies. Ms. McGovern oversaw all quality efforts on the project.

**Education:**  
MS, Business  
Administration,  
Northern Illinois  
University

### Stearns Road Corridor Manager: Kane County, IL

**Project Principal:** This project involved the study, design and construction of five miles of roadway on a new alignment. The project included extensive traffic projections and simulations for the entire corridor; resulting in an interconnected seven signal system.

BS, Civil  
Engineering,  
University Illinois at  
Urbana-Champaign

### Skyway Traffic Analysis: Chicago, IL

**Project Manager:** In an effort to quantify the geographic makeup of Chicago Skyway users, Benesch completed traffic counts through the Skyway Toll Plaza. Data collection was conducted in the westbound direction on all lanes for 12 hours on both a weekday and a weekend from 6am to 6pm. License plates were viewed to determine their state of origin. Ms. McGovern oversaw the project and developed a protocol for collection of the data that satisfied the needs of the jurisdictional agency in determining if removal of the toll gates was appropriate.

**Professional  
Registrations and  
Certifications:**  
Professional  
Engineer - IL, IN

### US 67 Widening from North of DeArcy Creek to Macoupin Creek: Jerseyville & Carrolton, IL

**Quality Manager:** The project includes widening of six miles of two-lane roadway to a four-lane cross section. The section features 15 culverts along the route. The Benesch Scope included surveys, location drainage studies and development of plans, specifications and estimates for the full six-mile corridor. Ms. McGovern provided quality assurance and contract oversight on the entire project.

### Damen, Elston, Fullerton Intersection: Chicago, IL

**Quality Manager:** This federal-aid project encompasses the reconstruction of 1.3 miles of roadway. Work tasks include alternative evaluation, environmental documentation, roadway design, three intersection design studies, storm sewer design, utility relocation and traffic signal design. Ms. McGovern was responsible for ensuring the implementation of quality procedures on the project and served as a technical resource for the team.

**Laura L. McGovern, PE (cont.)**

Quality Manager

**Professional Affiliations:**  
American Public Works Association  
  
American Water Works Association  
  
Water Environment Federation  
  
Illinois Society of Professional Engineers

**Butterfield Road Reconstruction - East of Winfield Road to Naperville Road: Warrenville & Wheaton, IL**

**Quality Assurance Manager:** Three miles of Butterfield Road were widened to accommodate four traffic lanes instead of the existing two. Also included in this section of roadway were five new signals. Ms. McGovern ensured that quality control and quality assurance methods were followed.

**Traffic Impact Studies: Clarendon Hills, IL**

**Project Manager:** Ms. McGovern served as Project Manager on a series of traffic impact studies for various developments and redevelopments in the Village of Clarendon Hills including a large multi-use residential development, school campuses and retail developments.

**Village of Westmont - Village Traffic Engineer**

Ms. McGovern served as the Village's Traffic Engineer for several years. In this role, she oversaw traffic analyses for a number of issues included:

- Village-wide traffic study
- Several signal warrants at various locations
- Traffic impact studies for new locations
- Various traffic counting exercises
- Traffic calming experimentation
- Railroad signal preemptions assistance
- Pedestrian cross walls and signals at numerous locations

## Jeffrey Tardy, PE

## Project Engineer - Signals

**Firm:**  
Alfred Benesch  
& Company

Mr. Tardy serves as a transportation engineer, working on a variety and roadway design projects. He brings extensive experience with plan preparation, alignment, and geometrics to the project team, which gives him a design perspective when completing traffic analyses.

**Years of Experience:** 8

### 130th & Torrence Avenue, Phases I & II: Chicago, IL

**Project Civil Engineer:** Preliminary and final plans were prepared for the realignment and grade separation of 130th Street and Torrence Avenue below Norfolk Southern Railroad. This complex intersection includes three major roadways, six new bridges and a new drainage system complete with detention chamber, pump station and settling basin. Mr. Tardy worked on all civil aspects, including signal design.

**Education:**  
BS, Civil  
Engineering,  
University of  
Illinois at Urbana-  
Champaign

### Stearns Road Stage 3 - Phase II, Corridor Design: Kane County, IL

**Civil Engineer:** Phase II design services included plan preparation for the realigned roadway and a new complex intersection, complete with three new traffic signals and a highway drainage system. Also included are two new bridges, two new grade separated structures and modifications to an existing structure over CNIC railroad. Mr. Tardy assisted with corridor wide geometric coordination.

**Professional Registrations and Certifications:**  
Professional  
Engineer - IL

### Damen, Elston, Fullerton Intersection: Chicago, IL

**Project Civil Engineer:** This federal-aid project encompassed the reconstruction of 1.3 miles of roadway. Work tasks include alternatives evaluation, environmental documentation, roadway design, three intersection design studies, storm sewer design, utility relocation and traffic signal design.

### I-55 at Lorenzo Road: Will County, IL

**Project Civil Engineer:** Benesch is providing Phase I and II services for the preparation of preliminary engineering and Environmental Assessment reports, as well as preparation of contract plans, special provisions and estimates for the improvements of the interchanges of I-55 at Lorenzo Road. Mr. Tardy assisted with geometric alternative development and traffic evaluations at various intersections along the project.

## Joann M. Majewski, PE

## Design Analysis

**Firm:**  
Alfred Benesch &  
Company

Ms. Majewski is a Senior Project Engineer with extensive experience in roadway design, traffic impact analyses, signal design and traffic optimization. She also brings substantial experience with geometric analysis and roadway design, utilizing Microstation and Geopak extensively and effectively to complete design tasks.

**Years of  
Experience:** 24

**Woodward Avenue Widening - 75th Street to 83rd Street: Woodridge, IL**  
**Project Manager:** An engineering study, plan preparation and cost estimates were provided for the widening of an existing two lane roadway to five lanes. Tasks included survey; traffic analyses; intersection design studies and plans; geotechnical; right-of-way and easements; agency and utility coordination; and contract administration. Extensive traffic engineering and drainage engineering services were also provided. Ms. Majewski completed the traffic analyses, design report, contract plans, specifications and cost estimates for the entire project.

**Education:**  
BS, Civil  
Engineering,  
University of  
Illinois at Urbana-  
Champaign

**I-55 at Lorenzo Road - Phase I / Phase II Design: Will County, IL**  
**Project Engineer:** This project includes providing Phase I and II services for the preparation of preliminary engineering and Environmental Assessment reports, as well as preparation of contract plans, special provisions and estimates for the improvement of the interchanges of I-55 at Lorenzo Road. The project included extensive traffic analyses and traffic impact evaluations for numerous alternatives. The project also included traffic projections and impact evaluation for a 2,500 acre intermodal and warehousing development. Ms. Majewski led geometric analyses and traffic evaluations for the 15+ alternatives considered throughout the study.

**Professional  
Registrations and  
Certifications:**  
Professional  
Engineer - IL

**130th Street & Torrence Avenue - Phase II: Chicago, IL**  
**Quality Control Reviewer:** Phase II engineering services were required to prepare final plans for the realignment and grade separation of rail and vehicular traffic at this complex intersection. Extensive traffic analysis and signal design was completed for the adjacent Ford Motor Plant. Ms. Majewski performed quality control on the civil aspects of the job.

HEC 2 Water Profiles  
Workshop

CECI/IDOT District  
One Drainage  
Seminar

Floodplan,  
Stormwater  
Ordinance and  
Permitting Seminar

SAVE VE Module I

**Butterfield Road Reconstruction - East of Winfield Road to Naperville Road:  
Warrenville & Wheaton, IL**

**Senior Project Engineer:** Three miles of Butterfield Road were widened to accommodate four traffic lanes instead of the existing two. Also included in this section of roadway were five new signals. Ms. Majewski oversaw the design of the roadway and all signals and traffic evaluations.

**Joseph A. Saccomanno, PE**

**Design Analysis**

**Firm:**  
Alfred Benesch  
& Company

Mr. Saccomanno has extensive engineering experience in all facets of municipal work. Having served as the Director of Public Works for the City of Park Ridge for over 18 years, Mr. Saccomanno had the opportunity to learn how to manage large projects and effectively plan their impact on the community.

**Years of Experience:** 30

**Park Ridge Traffic Study: Park Ridge, IL**

**Director:** Managed a city-wide traffic study aimed at developing improvements to current traffic flow. Traffic calming guidelines were created from this assignment.

**Education:**  
MBA, Loyola  
University

**I-55 at Lorenzo Road: Will County, IL**

**Quality Assurance Reviewer:** This project includes providing Phase I and II services for the preparation of preliminary engineering and Environmental Assessment reports, as well as preparation of contract plans, special provisions and estimates for the improvement of the interchanges of I-55 at Lorenzo Road. Mr. Saccomanno performed alternate geometric studies for this project.

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

**Eola Road Plan Modification: Aurora, IL**

**Sr. Project Engineer:** This project required modifications to design plans for the widening of this two-lane roadway to a four-lane roadway. Mr. Saccomanno managed all changes and requests from the local agency, and worked on the ROW determination.

**Professional Registrations and Certifications:**  
Professional  
Engineer - IL

**Traffic Impact Study Reviews: Various Locations in Park Ridge, IL**

As City Engineer, Mr. Saccomanno's role was to review and approve all traffic impact studies on behalf of the City.

**Traffic Signal Controllers: Park Ridge, IL**

**Director:** Replacement of traffic controllers, cabinets and emergency pre-emption equipment throughout the City.

**Infrastructure Improvements: Park Ridge, IL**

**Director:** Preliminary design and installation of drainage improvements by restoring original ditches and culverts on Dee Road, from Manor St. to Farrell St.

**City Hall Parking Lot Improvements: Park Ridge, IL**

**Director:** Managed the design and reconstruction of the City Hall parking lot. This project included parking space redesign, resurfacing and new lighting fixtures.

**City-wide Street Rehabilitation: Park Ridge, IL**

**Director:** Managed the Design and construction for the rehabilitation of over 126 miles of residential streets. This project included resurfacing and curb and gutter replacement, reducing the need for excessive repair.

**Alley Reconstruction Program: Park Ridge, IL**

**Director:** Alleyways in the City were investigated and prioritized based on poor operation levels. Alleys were then paved or replaced based on particular need. All drainage issues were addressed as well. Approximately 65 alleys have been paved.

**Joseph A. Saccomanno, PE (cont.)**

Traffic Engineer

Professional  
Affiliations:  
American Public  
Works Association

American Water  
Works Association

City of Park Ridge  
Mayors Flooding  
Task Force- Member

Recognition and  
Honors:  
Received a  
Resolution from the  
City of Park Ridge  
for outstanding  
service and  
leadership

Under his direction,  
each year the City of  
Park Ridge received  
the "Tree City USA"  
award.

Under his direction,  
the City of Park  
Ridge received  
Public Works Project  
of the Year for the  
construction of the  
Public Works Service  
Center.

Additional  
Accomplishments:  
Managed the  
development and  
implementation of  
city-wide emergency  
disaster plans for  
the Public Works  
Department.

**Downtown Park Ridge Streetscape Project: Park Ridge, IL**

**Director:** This streetscape project had many components including sidewalk replacement, brick carriage walks, pedestrian lights, tree planting, bench installation, trash receptacles and bicycle racks.

**Park Ridge Uptown Development: Park Ridge, IL**

**Director/City Engineer:** Oversaw the civil plan development of the \$60 million Uptown multi-use development project, this included all civil aspects including traffic flow, parking requirements and streetscape. Mr. Saccomanno assisted in the TIF development and zoning requirements.



**Firm:**  
Alfred Benesch &  
Company

**Years of  
Experience:** 40

**Education:**  
MS, Civil  
Engineering,  
Michigan State  
University

BS, Civil  
Engineering,  
University of  
Madras, India

**Professional  
Registrations and  
Certifications:**  
Professional  
Engineer - IL, FL, KY,  
MI, WI

Structural  
Engineer - IL

Certified Value  
Specialist - Life

**Value Engineering  
Awards:**  
Award of Excellence  
in Value Engineering  
- SAVE International,  
1989

Award from SEA/OI  
for VECP of US 31  
over St. Joseph River,  
Niles, Michigan -  
1988

## Muthiah Kasi, PE, SE, CVS (Life)

## Value Planning

Mr. Kasi's engineering and management experiences laid the foundation for Benesch's value engineering (VE) program in 1976. Since this time, he has conducted over 200 VE studies, leaving an unmistakable impact on the clients he has served. His numerous VE studies have been featured in Engineering News Record, Progressive Railroad, Civil Engineering and Value World. Recognized for his outstanding application of VE in the construction industry, Mr. Kasi received the SAVE-International Richard B. DeMars Award for Outstanding Application of Value Engineering Techniques; the Excellence in Value Engineering Award; and many others. In 1991, Mr. Kasi became a Fellow of SAVE and a lifetime Certified Value Specialist reflecting his achievements in value engineering.

Mr. Kasi routinely serves as VE Team Leader during workshops. In this role, he advises the VE Facilitator on workshop modifications, develops the Function-Logic Diagram and directs the preparation and development of the VE proposals.

### Rollins Road at IL-Route 83 Grade Separation, Lake County, IL

**VE Team Leader:** This heavily congested intersection in Lake County, was further aggravated during peak travel times due to the location of the Canadian National(CN)/Metra at grade railroad crossing immediately east of the intersection. Benesch is preparing a preliminary engineering report and environmental assessment for a grade separation to address these issues. The project utilized Value Planning techniques to evaluate a range of potential alternatives to provide a grade separation at the CN Crossing. Mr. Kasi led the value planning sessions for this project.

### Damen/Elston/Fullerton Intersection Study: Chicago, IL

**Value Engineering Team Leader:** This study investigated potential alternatives or enhancements to an extremely congested and accident-prone intersection. The study team explored various possibilities to improve the intersection. During the speculation, or brainstorming phase, more than 88 ideas were generated. Using these ideas, three major categories of improvement were developed: Congestion Management, Intersection Reconfiguration and Grade Separation. The process yielded four alternatives which were selected for final evaluation.

### Global I Intermodal Facility: Chicago, IL

**Value Engineering Facilitator:** Benesch planned, designed and monitored the construction of a 91-acre railroad yard. Before design, a value planning study was conducted to develop the most efficient method of handling the anticipated freight. Mr. Kasi led the value planning study, managed the development of the Function-Logic Diagram and presented design alternatives and cost estimates to the owner.

### I-55 at Lorenzo Road VE: Will County, IL

**VE Team Leader:** This project includes providing Phase I and II services for the preparation of preliminary engineering and Environmental Assessment reports, as well as preparation of contract plans, special provisions and estimates for the improvement of the interchanges of I-55 at Lorenzo Road.

**Firm:**  
Alfred Benesch &  
Company

**Years of  
Experience:** 36

**Education:**  
PhD, Structural  
Engineering,  
Northwestern  
University

MS, Business  
Administration,  
University of  
Chicago

MS, Civil  
Engineering, Iowa  
State University

BS, Civil  
Engineering, Rutgers  
University

**Professional  
Registrations and  
Certifications:**  
Professional  
Engineer - IL, IN, MI

Structural  
Engineer - IL

Certified Value  
Specialist  
2003

## Michael N. Goodkind, PhD, PE, SE, CVS

## Value Planning

Mr. Goodkind has over 35 years of experience in the management of major multi-disciplinary transportation studies. Licensed as a Certified Value Specialist in 2003, he has facilitated dozens of value engineering studies and value planning workshops. In addition, he has taught Module I and II workshops to a variety of clients.

Mr. Goodkind routinely serves as Value Engineering Facilitator. In this role, he is responsible for the daily management of the workshop. He sets agendas and maintains the workshop schedule to ensure order and timeliness. For the following projects, Mr. Goodkind has served in this role:

### Damen/Elston/Fullerton Intersection Study: Chicago, IL

**VE Facilitator:** This study investigated potential alternatives and enhancements to an extremely congested and accident-prone intersection. The study team explored various possibilities to improve the intersection. During the speculation, or brainstorming phase, more than 88 ideas were generated. Using these ideas, three major categories of improvement were developed: Congestion Management, Intersection Reconfiguration and Grade Separation. The process yielded four alternatives which were selected for final evaluation.

### Rollins Road at IL-Route 83 Grade Separation, Lake County, IL

**VE Team Facilitator:** This heavily congested intersection in Lake County, was further aggravated during peak travel times due to the location of the Canadian National(CN)/Metra at grade railroad crossing immediately east of the intersection. Benesch is preparing a preliminary engineering report and environmental assessment for a grade separation to address these issues. The project utilized Value Planning techniques to evaluate a range of potential alternatives to provide a grade separation at the CN Crossing. Mr. Goodkind facilitated the value planning sessions for this project.

### Damen/Elston/Fullerton Intersection Study: Chicago, IL

**VE Facilitator:** This study investigated potential alternatives and enhancements to an extremely congested and accident-prone intersection. The study team explored various possibilities to improve the intersection. During the speculation, or brainstorming phase, more than 88 ideas were generated. Using these ideas, three major categories of improvement were developed: Congestion Management, Intersection Reconfiguration and Grade Separation. The process yielded four alternatives which were selected for final evaluation.

### Global I Intermodal Facility: Chicago, IL

**Project Manager/VE Facilitator:** Benesch planned, designed and monitored the construction of a 91-acre railroad yard. Before design, a value planning study was conducted to develop the most efficient method of handling the anticipated freight. The construction phase was divided into twelve contracts and Benesch coordinated the work of 16 contractors over an aggressive 16 month schedule. Mr. Goodkind was responsible for the overall management of this project, and the development of design alternatives during the value planning study. He directed the design of the facility, assisted with the bidding process and ensured the project was completed on schedule.

**Kevin Fitzpatrick, PE**

Project Principal

**Firm:**  
Alfred Benesch  
& Company

Mr. Fitzpatrick has overseen the management of dozens of design and construction projects. Several years of structural design of highway and railroad bridges has proven to contribute to his successes in the engineering field. As Project Principal, he carefully manages the resources dedicated to each project and ensures that the expectations of our clients are satisfied.

**Years of Experience:** 26

**Army Trail Road - Construction Management: Glendale Heights, IL**

**Project Principal:** Benesch provided construction engineering services for this \$15 million, 2.5 mile widening and resurfacing project. Improvements to this area included the construction of a barrier median; the addition of sidewalks; the modernization of existing traffic signals; the construction of four retaining walls; and the installation of new underground sewer facilities. Mr. Fitzpatrick provided quality control measures throughout the project.

**Education:**  
BS, Civil  
Engineering, Purdue  
University

**Washington Street CM: Lake County, IL**

**Quality Manager:** This local roads reconstruction project widened the street to accommodate an additional lane. Project components included earth excavation, a new closed drainage system, modernization of traffic signals, retaining walls, detention basins, landscaping, and pavement marking. Mr. Fitzpatrick provided high level project oversight throughout construction.

**Professional Registrations and Certifications:**  
Professional  
Engineer- IL and IN

**St. Mary's Road Reconstruction: Lake County, IL**

**Project Principal:** Roadway widening and other improvements were needed along a portion of St. Mary's Road, where it intersected with IL-176 and Old Rockland Road. As construction manager, Benesch provided project oversight, materials testing, utility relocation, traffic signal modernization and project documentation. Mr. Fitzpatrick provided high level project oversight throughout construction.

**Professional Affiliations:**  
American Society of  
Civil Engineers

**Wabash Viaduct Reconstruction: Chicago, IL**

**Project Principal:** Benesch represented the interests of the Chicago Department of Transportation during the reconstruction of the Wabash Viaduct as part of the Wabash Viaduct as part of the 92-story Trump Tower construction project. These services included agency coordination, construction inspection, monitoring of contractor's schedule, contract documentation and public involvement. Mr. Fitzpatrick attended weekly meetings and provided general project oversight and assistance.

Illinois Road &  
Transportation  
Builders Association  
(Board of Directors)

**126th & Torrence Campus Improvements: Chicago, IL**

**Quality Manager:** The construction included heavy duty pavement; new storm and sanitary sewer and water main; lighting; traffic signals; railroad viaduct removal; removal and replacement of a bridge over Indian Creek; earthwork; landscaping; utility coordination; a pedestrian/bicycle path; and a noise and vibration barrier wall. Mr. Fitzpatrick ensured the implementation of quality procedures throughout the project and worked with the resident project manager on high profile issues.

**Firm:**  
Alfred Benesch &  
Company

**Years of  
Experience:** 27

**Professional  
Certifications:**  
Geopak Road I

## Terri M. Blank

### Design Analysis - CADD Lead

Ms. Blank is an experienced CADD Technician in our Technology group. She has worked on projects ranging from local road to complex intersections and brings substantial expertise in developing infrastructure base files for projects. Ms. Blank's attention to detail is impeccable, and she has a keen ability to instantly understand the bigger picture while focusing in on critical details.

#### 130th & Torrence Avenue, Phase II: Chicago, IL

**CADD Technician:** Phase II engineering services were required to prepare final plans for the realignment and grade separation of rail and vehicular traffic at this complex intersection. The proposed project will result in six new bridges: three railroad, two pedestrian and one highway. In addition, design plans were prepared for a new drainage system, including a detention chamber, pump station and settling basin. Ms. Blank prepared civil and electrical plans, developing extensive existing mapping for the area.

#### Rollins Road at IL Route 83: Kane County, IL

**CADD Technician:** A preliminary engineering report and environmental assessment was prepared for the improvements of a grade separation of Rollins Road and the CN Railroad. This includes the necessary modification to the intersection of Rollins Road and IL Route 83 and the potential realignment of Hainsville Road. A VP study was conducted to evaluate several alternatives. Ms. Blank utilized the county's GIS to enter the data files for this project.

#### Damen, Elston, Fullerton Intersection: Chicago, IL

**CADD Technician:** This federal-aid project encompassed the reconstruction of 1.3 miles of roadway. Work tasks include alternatives evaluation, environmental documentation, roadway design, three intersection design studies, storm sewer design, utility relocation and traffic signal design. Ms. Blank led the base file development for this project.

#### I-88 & Naperville Road Interchange: Naperville, IL

**CADD Technician:** This complex interchange reconfiguration required the preparation of contract plans, with the following components: a Design Concept Report; localized drainage design; traffic queue analysis; fiber optic lane control signals; maintenance of traffic and utility relocation. Ms. Blank provided CADD drawings for various aspects of the project.

**SCHEDULE F-1  
DISCLOSURE OF RETAINED PARTIES  
TRAFFIC STUDY SERVICES - PS1557B**

**(COMMISSION'S DISCLOSURE OF RETAINED PARTY FORM FOLLOWS THIS PAGE.)**

## DISCLOSURE OF RETAINED PARTIES

**A. Definitions and Disclosure Requirements**

1. As used herein, "Consultant" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").
2. Commission bids, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

**B. Certification**

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: PS1557B  
 Description of goods or services to be provided under Contract: Traffic Study Services for Various Sites
2. Name of Consultant: Alfred Benesch & Company
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract is listed below. Attach additional pages if necessary.

Retained Parties:


NAME	BUSINESS ADDRESS	RELATIONSHIP (Attorney, Lobbyist, etc.)	FEES (indicate whether paid or estimated)

Check here if no such persons have been retained or are anticipated to be retained:  X

4. The Consultant understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Consultant's participation in the contract or other transactions with the Commission.
- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

**Under penalty of perjury. I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Consultant and that the information disclosed herein is true and complete.**

  
 \_\_\_\_\_  
 Signature

April 13, 2010  
 \_\_\_\_\_  
 Date

John L. Carrato  
 \_\_\_\_\_  
 Name (type or print)

President  
 \_\_\_\_\_  
 Title

Subscribed and sworn to me before

this 13th day of April, 2010

  
 \_\_\_\_\_  
 Notary Public



**SCHEDULE F-2  
DISCLOSURE AFFIDAVIT  
TRAFFIC STUDY SERVICES - PS1557B**

**(COMMISSION'S DISCLOSURE AFFIDAVIT FORM EXECUTED BY CONSULTANT FOLLOWS THIS  
PAGE.)**



**ATTACHMENT A  
GENERAL INFORMATION ABOUT THE RESPONDENT - FORM A  
REQUEST FOR QUALIFICATIONS  
TRAFFIC STUDY SERVICES - PS1557  
FOR  
VARIOUS PROJECT SITES**

Respondent/Company Name: Alfred Benesch & Company

Address: 205 North Michigan Avenue, Suite 2400, Chicago, Illinois 60601

Federal Employer I.D. #: 36-2407363 Social Security #: \_\_\_\_\_

Telephone No.: 312-565-0450

Contact Name: Kevin J. Fitzpatrick, PE

Contact E-Mail: kfitzpatrick@benesch.com

**I. DISCLOSURE OF OWNERSHIP INTERESTS**

This statement is attached to and is a part of the submittal submitted by:

Alfred Benesch and Company

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all proposers shall provide the following information with their submittal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a:     Corporation                                  LLC  
    Partnership                                      LLP  
    Joint Venture                                      Not-for-Profit Corporation  
    Sole Proprietorship                              Other

**Important Note:** If a joint venture, attach a copy of joint venture agreement to this form. Joint ventures must submit a list of projects underway or completed as a joint venture on Attachment B – Relevant Experience - Form B1.

How many years has the firm or venture been in business under its present name? 51 years

Under what other names, if any, has the firm or venture operated? Alfred Benesch & Associates

Firm founded in 1946, incorporated in 1958

How many years has your firm been performing the services covered by this RFQ? 56

**SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)**

a. State of Incorporation or organization Illinois

b. Authorized to do business in the State of Illinois: Yes  No

c. Names of all officers of corporation or LLC		Names of all directors of corporation	
(or attach list):		(or attach list):	
Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>John Carrato</u>	<u>President</u>	<u>Michael Goodkind</u>	<u>Executive Vice President</u>
<u>Jack Kweder</u>	<u>Chief Operating Officer</u>	<u>Muthian Kasi</u>	<u>Chairman of the Board</u>
<u>Kevin Fitzpatrick</u>	<u>Senior Vice President</u>	<u>Antoine Karam</u>	<u>Executive Vice President</u>
<u>Greg Brennan</u>	<u>Senior Vice President</u>		

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
<u>Please See Attached</u>	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
<u>N/A</u>	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

f. For LLC's, state whether member-managed or identify managing member:

N/A

g. For LLC's identify each member:

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
<u>N/A</u>	_____	_____ %
_____	_____	_____ %

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?  
Yes  No

If "yes" provide the above information, as applicable, for each such corporation or entity.

**SECTION 2. PARTNERSHIPS**

- a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

Name of Partners (Print or Type)	Percentage Interest
N/A	_____ %
_____	_____ %
_____	_____ %

**SECTION 3. SOLE PROPRIETORSHIP**

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [ ] No [ ]  
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

Name(s)	Address(es)
N/A	_____
_____	_____
_____	_____

**SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES**

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s)	Address(es)
N/A	_____
_____	_____
_____	_____

**SECTION 5. NOT-FOR-PROFIT CORPORATIONS**

a. State of incorporation \_\_\_\_\_

b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
N/A			

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

**II. MBE/WBE INFORMATION**

Is Company a certified minority or woman business enterprise? Yes \_\_\_ No X  
 If yes, check one: MBE \_\_\_ WBE \_\_\_\_\_

Certified by: \_\_\_\_\_  
 (Governmental Body or Agency)

Date of Certification \_\_\_\_\_

**III. LICENSING**

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois?  
 Yes X No \_\_\_\_\_

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

Category	Registered License (or license number)	Organization issuing License	Intend to Perform? Yes/No
PE, SE, PLS	184.000882	State of Illinois	Yes
Limited Business License	1143172	City of Chicago	Yes
Chamber of Commerce		Chicagoland Chamber of Commerce	Yes

IV. INSURANCE

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in ATTACHMENT E - INSURANCE REQUIREMENTS.

COMMITMENT TO COMPLY WITH THE INDEMNIFICATION PROVISIONS IN THE AGREEMENT AND ALL OTHER REQUIREMENTS.

I/We Kevin J. Fitzpatrick an authorized representative of the Respondent agree to comply with indemnification provisions and all other requirements.

Signed by: [Signature]

Title: Senior Vice President

V. ANTI-COLLUSION

The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

I declare that this Statement of General Information about Respondent has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

[Signature]  
Signature of Authorized Officer

Kevin J. Fitzpatrick  
Name of Authorized Officer (Print or Type)

Senior Vice President  
Title

312-565-0450  
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 22 day of July, 2009 by

Kevin Fitzpatrick (Name) as Senior Vice President (Title) of

Alfred Benesch & Company (Bidder/Proposer or Contractor)

Amanda Rackow



# alfred benesch & company

Listing of Stockholders

As of January 29, 2009

Stockholder	# of Shares	% of Ownership
Goodkind, Michael N.	4,090	11.060%
Kasl, Muthiah	4,090	11.060%
Carrato, John L.	1,960	5.300%
Kweder, Jr., John P.	1,960	5.300%
Brennan, Gregory D.	1,560	4.218%
Fitzpatrick, Kevin J.	1,560	4.218%
Morrill, David J.	1,560	4.218%
Abdou, Hossam M.	1,050	2.839%
Eagan, John F.	1,050	2.839%
Canham, James H.	960	2.596%
McGovern, Laura L.	920	2.488%
Peleschak, Eli M.	810	2.190%
Gross, Daniel M.	750	2.028%
Roth, Mark C.	750	2.028%
Soderquist, Ronald W.	750	2.028%
Camplone, Diane M.	700	1.893%
Aldabe, Mahmoud	450	1.217%
Beisler, Marc P.	450	1.217%
Bellisario, Larry R.	450	1.217%
Bentz, Christopher G.	450	1.217%
Cuthbertson, David A.	450	1.217%
Darwish, Ihab S.	450	1.217%
Horas, George M.	450	1.217%
Hummel, Michael S.	450	1.217%
Melusky, Robert J.	450	1.217%
Micell, Angela M.	450	1.217%
Neal, Joseph P.	450	1.217%
Placzek, Kevin	450	1.217%
Strauss, Douglas J.	450	1.217%
West, Douglas M.	450	1.217%
Karam, Antoine	400	1.082%
Yannuzzi, Dominic J.	340	0.919%
Naus, Kurt	320	0.865%
O'Connor, Michael J.	320	0.865%
Melidis, Julie M.	250	0.676%
Pudleiner, James D.	250	0.676%
Schmidt, Timothy P.	250	0.676%
Schneider, Elissa F.	250	0.676%
Tyner, Randall E.	250	0.676%
Zippel, William J.	250	0.676%
Thady, Ryan M.	210	0.568%
Rhoades, Jr., James J.	170	0.460%
Botto, Joseph M.	150	0.406%

\* The firm address for each Shareholder is the following:  
205 N. Michigan Avenue  
Suite 2400  
Chicago, IL 60601

# alfred benesch & company

Listing of Stockholders

As of January 29, 2009

<u>Stockholder</u>	<u># of Shares</u>	<u>% of Ownership</u>
Cera, Michael A.	150	0.406%
Davis, Sara L.	150	0.406%
Peleschak, Jacqueline	150	0.406%
Yeakley, Sandi K.	150	0.406%
Bendok, Mark R.	120	0.324%
Boyko, Roman M.	120	0.324%
Creisher Jr., Jacob D.	120	0.324%
Doyne, Robert	120	0.324%
Green, Patricia H.	120	0.324%
Krollick, Ronald D.	120	0.324%
Saccomanno, Joseph	120	0.324%
Walsh, Andrew	120	0.324%
Wekenman, Aaron	120	0.324%
Yousif, Alfred A.	120	0.324%
Reambillo, Joselito N.	80	0.216%
Starling, Karen E.	80	0.216%
Mairose, Rebecca M.	70	0.189%
Baldwin, Brian W.	50	0.135%
Bosack III, Edward J.	50	0.135%
Hague, Charles H.	50	0.135%
Heyer, Howard	50	0.135%
Kowalonek, Jennifer	50	0.135%
Massey, Douglas G.	50	0.135%
McCoach, Christopher	50	0.135%
Pelengaris, Paul A.	50	0.135%
Rutkowski, Catherine	50	0.135%
Sirgnano, Joseph L.	50	0.135%
Smith, Kyle W.	50	0.135%
Zemke, Ronald E.	50	0.135%
Carroll, Elaine T.	40	0.108%
Kunz, Michael J.	40	0.108%
Tardy, Jeffrey	40	0.108%
Total	36,980	100.000%

**SCHEDULE G  
FORM W-9  
TRAFFIC STUDY SERVICES - PS1557B**

**(COMMISSION'S W-9 FORM EXECUTED BY CONSULTANT FOLLOWS THIS PAGE.)**



## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Alfred Benesch &amp; Company</b>		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....	<input checked="" type="checkbox"/> Exempt payee	
	<input type="checkbox"/> Other (see instructions) ▶		
	Address (number, street, and apt. or suite no.) <b>205 N. Michigan Ave., Suite 2400</b>		
City, state, and ZIP code <b>Chicago, IL 60601</b>		Requester's name and address (optional)	
List account number(s) here (optional)			

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number
36                      2407363


**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶		Date ▶ 4/9/10
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/22/2009

PRODUCER  Willis of Illinois, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	877-945-7378	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE		NAIC#
INSURED  Alfred Benesch & Company 205 N. Michigan Ave. Suite 2400 Chicago, IL 60601	INSURER A: Travelers Property Casualty Company of Am		25674-004
	INSURER B: The Phoenix Insurance Company		25623-001
	INSURER C: Travelers Indemnity Company of America		25666-003
	INSURER D: Lexington Insurance Company		19437-001
	INSURER E:		

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	P6306952N430TIL09	7/1/2009	7/1/2010	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA6952N430PHX09	7/1/2009	7/1/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	PSMCUP6952N430TIL09	7/1/2009	7/1/2010	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	PHUB6969N39309	7/1/2009	7/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D		OTHER Professional Liability	084196676	7/1/2009	7/1/2010	\$2,000,000 Aggregate Limit \$2,000,000 Per Claim	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 10/22/2009 WITH ID: 13281936

Proof of Insurance  
See Attached

CERTIFICATE HOLDER  Public Building Commission of Chicago Attn: Gary S. Bell Richard J. Daley Center 50 West Washington Street, Room 200 Chicago, IL 60602	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>60</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Naren S. Chambers</i>
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<b>PRODUCER</b>  877-945-7378  Willis of Illinois, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
<b>INSURED</b>  Alfred Benesch & Company 205 N. Michigan Ave. Suite 2400 Chicago, IL 60601	INSURER A: Travelers Property Casualty Company of Am	25674-004
	INSURER B: The Phoenix Insurance Company	25623-001
	INSURER C: Travelers Indemnity Company of America	25666-003
	INSURER D: Lexington Insurance Company	19437-001
	INSURER E:	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Valuable Papers  
 Policy #P6306952N430TIL09  
 Carrier: Travellers Property Casualty Company of America  
 Effective Date: 07/01/2009  
 Expiration Date: 07/01/2010  
 Limit: \$250,000

Full replacement or reproduction cost coverage for Valuable Papers.

Public Building Commission, City of Chicago and Chicago Park District are Additional Insureds pertaining to General Liability and Auto Liability with respect to liability arising out of the Named Insured's operations.

This insurance will be Primary and Non-Contributory insurance with respect to any other available insurance to the Additional Insureds for the negligence of the Insured.

A Waiver of Subrogation in favor of Public Building Commission and City of Chicago, their respective Board members, employees, elected and appointed officials and representatives are included on the General Liability, Auto Liability, Umbrella and Worker's Compensation policies only.

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.