

PUBLIC BUILDING COMMISSION OF CHICAGO



AGREEMENT
 CONTRACT NUMBER PS1557J
 WITH
 TRANSYSTEMS CORPORATION
 TO PROVIDE
 TRAFFIC STUDY SERVICES
 FOR
 VARIOUS SITES

Mayor Richard M. Daley
 Chairman

Erin Lavin Cabonargi
 Executive Director

Public Building Commission of Chicago		
Scanned	File Original	Copy To:
01 PBC:	14-06-07	
02 PMO:		
03 UAP:		
04 PROJECT No:	00000	
REC'D JUN 04 2010		
Authority 01-		
Controls 02-		
Procure 03-		
Plan/Design 04-		
Construct 05-		
FFE 06-		
CloseOut 07-		

Richard J. Daley Center, Room 200
 50 West Washington Street
 Chicago, Illinois 60602
www.pbcchicago.com

CN-PBC_GSB-PS1557-J-Traffic Study Various Sites_20100403

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EXECUTION PAGE
TRAFFIC STUDY SERVICES - PS1557J

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 **TranSystems Corporation** with offices at 222 South Riverside Plaza, Suite 2320, Chicago, Illinois, 60606 (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 - PS1557J

PUBLIC BUILDING COMMISSION OF CHICAGO

Richard M. Daley
Richard M. Daley
Chairman

Date: _____

ATTEST:

Edgwick C. Johnson
Edgwick C. Johnson - Secretary

Date: 5/25/2010

Approved as to form and legality

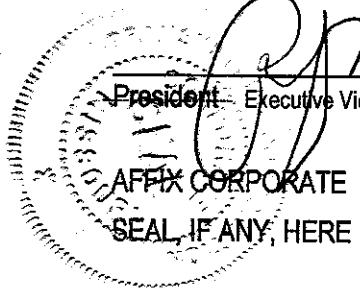
Neal & Leroy, LLC
Neal & Leroy, LLC

Date: 5/13/10

CONSULTANT: TRANSYSTEMS CORPORATION

Richard Morsched
President - Executive Vice President

Date: 4/28/10



AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

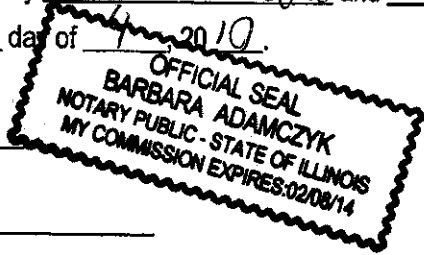
State of: ILLINOIS

Subscribed and sworn to before me by Richard Morsched and _____
on behalf of Consultant this 28 day of April, 2010.

Barbara Adamczyk
Notary Public

My Commission expires: _____

(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.

** 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 given 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.



TranSystems

2400 Pershing Road

Suite 400

Kansas City, MO 64108

Tel: 816 329 8700

Fax: 816 329 8701

www.transystems.com

June 20, 2006

To Whom It May Concern:

Article IX, Section 15 of the Bylaws of TranSystems Corporation makes reference to our Officers election and responsibilities. The Section 15, Authority to Bind Corporation, states that all agreements and contracts pertinent to Corporation business shall be signed by an officer of the Corporation. Consequently, Mr. Richard J. Morsches, Vice President of TranSystems Corporation has the authority to enter into contract agreements with his signature as determined by the Board of Directors.

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

Sincerely,
TranSystems Corporation

Angela Murphy
Corporate Secretary

Corporate Seal



ARTICLE IX

OFFICERS

Section 1.

(a) Elected Officers. The following officers of the Corporation shall be chosen or appointed by election by the Board of Directors, and shall be deemed elected officers: a President, and a Secretary, also, if the Board desires, a Chairperson of the Board, a Chief Executive Officer, a Vice-President, a Treasurer, and additional Vice-Presidents, Assistant Vice-Presidents, Assistant Secretaries, and Assistant Treasurers as may be deemed necessary. Any two (2) or more of such offices may be held by the same person, except the President may not also serve as Secretary.

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

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

(b) Election of Officers. The Board of Directors annually, at its first meeting after each annual meeting of the shareholders, shall elect a President and a Secretary. The Board may also elect a Chairperson of the Board, a Chief Executive Officer, a Vice-President, Treasurer, such additional Vice-Presidents, Assistant Vice-Presidents, Assistant Secretaries, and Assistant Treasurers as it may deem advisable or necessary.

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

(d) Appointment of Officers and Agents: Terms of Office. The Board, from time to time, may also appoint such other officers and agents for the Corporation as it shall deem necessary or advisable. All appointed officers and agents shall hold their respective positions at the pleasure of the Board or for such terms as the Board may specify, and they shall exercise such powers and perform such duties as shall be determined from time to time by the Board, or by an elected officer empowered by the Board to make such determinations.

Section 2. Removal. Any officer or agent, by vote of three-fourths (3/4) of a quorum of the Board of Directors, may be removed or discharged by the Board whenever in its judgment

the best interests of the Corporation would be served thereby but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 3. Salaries and Compensation. Salaries and compensation of all elected officers of the Corporation shall be fixed, increased or decreased by the Board of Directors. Salaries and compensation of all other appointed officers and agents, and employees of the Corporation, shall be fixed, increased or decreased by the Chairperson of the Board, the President or by such other officer or officers as may be empowered by the Board of Directors to do so.

Section 4. Delegation of Authority to Hire, Discharge, Etc. The Board from time to time may delegate to the Chairperson of the Board, the President or other officer or employee of the Corporation authority to hire, discharge, fix and modify the duties, salary or other compensation of employees of the Corporation, under their jurisdiction, and the Board may delegate to such officer or employee similar authority with respect to obtaining and retaining for the Corporation the services of attorneys, accountants and other experts.

Employees with the title designation of Principal and employees serving as Directors and Advisory Directors may only be discharged by a majority vote of the Board of Directors at a special meeting called specifically for that purpose.

Section 5. The Chairperson of the Board. Except as otherwise provided for herein, the Chairperson of the Board, or in his or her absence, the President shall preside at all meetings of the shareholders and Directors. The Chairperson of the Board, and in his or her absence the President, shall also, unless the Board otherwise provides, be ex officio a member of all standing committees.

Section 6. The Chief Executive Officer. The Chief Executive Officer shall have the responsibility for leading the Corporation's marketing efforts and shall provide general counsel to the Board of Directors.

Section 7. The President. The President shall have responsibility for the general and active management of the business of the Corporation and shall carry into effect all policy directions and resolutions.

The President may execute all bonds, notes, debentures, mortgages, and other contracts requiring a seal, under the seal of the Corporation and may cause the seal to be affixed thereto, and all other instruments for and in the name of the Corporation.

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

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

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

Section 8. Vice-Presidents and Assistant Vice-Presidents. The Vice-Presidents, in order of their seniority (as determined by the Board of Directors on the basis of criteria to be established by the Board), shall, in the absence, disability or inability of the Chairperson of the Board and the President to act, perform the duties and exercise the powers of the Chairperson of the Board and the President, and shall perform such other duties as the Board of Directors shall from time to time prescribe. The Assistant Vice-Presidents shall assist the Vice-Presidents in the performance of their duties and shall perform such other duties as the Board of Directors shall from time to time prescribe. The Board of Directors shall have the ability to appoint any number of Vice-Presidents that may be in charge of principal business units, divisions or functions (such as, but not limited to, sales, administration or finance), or may perform policy-making functions. In lieu thereof, the Board of Directors may elect to enter into contractual arrangements with subsidiaries of Corporation to utilize executive officers of those subsidiaries to satisfy those functions and undertake those responsibilities.

Section 9. The Secretary and Assistant Secretaries. The Secretary shall attend all sessions of the Board and all meetings of the shareholders, and shall record or cause to be recorded all votes taken and the minutes of all proceedings in a minute book of the Corporation to be kept for that purpose. The Secretary shall perform like duties for the executive and other standing committees when requested by the Board or such committee to do so.

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

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

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

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

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

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

Section 10. The Treasurer and Assistant Treasurer. The Treasurer shall have responsibility for the safekeeping of the funds and securities of the Corporation, and shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Corporation. The Treasurer shall keep, or cause to be kept, all other books of account and accounting records of the Corporation, and shall deposit or cause to be deposited all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

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

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

The Treasurer shall have the general duties, powers and responsibility of a Treasurer of a Corporation, and shall be the chief financial and accounting officer of the Corporation.

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

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

Section 11. Duties of Officers May be Delegated. If any officer of the Corporation be absent or unable to act, or for any other reason which the Board may deem sufficient, the Board may delegate, for the time being, some or all of the functions, duties, powers and responsibilities of any officer to any other officer, or to any other agent or employee of the Corporation or other responsible person, provided a majority of the full Board concurs therein.

Section 12. Authority to Bind Corporation. All agreements and contracts pertinent to Corporation business shall be signed by an officer of the Corporation.

ARTICLE X

CERTIFICATES FOR SHARES

Section 1. Form. The shares of the Common Voting Stock and Common Non-Voting Stock of the Corporation shall be represented by certificates in the form as may be determined by the Board of Directors, signed manually or by facsimile or otherwise, by the President or a Vice-President and the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation or a facsimile thereof, engraved or printed. All certificates for shares shall be consecutively numbered.

Section 2. Signatures. The signatures of the officers of the Corporation upon a certificate may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer at the date of its issue.

Section 3. Lost Certificate. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfer of Shares. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate cancelled and the transaction recorded upon the books of the Corporation. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

Section 5. Closing of Transfer Books. The Board of Directors shall have power to close the transfer books of the Corporation for a period not exceeding fifty (50) days preceding the

**SCHEDULE B
SCOPE OF SERVICES
TRAFFIC STUDY SERVICES - PS1557J**

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 - PS1557J**

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 - PS1557J**

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.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

10/1/2010

DATE (MM/DD/YYYY)
4/28/2010

PRODUCER Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

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.

INSURED 1016612 TRANSYSTEMS CORPORATION
222 S. RIVERSIDE PLAZA, SUITE 2320
CHICAGO IL 60606

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: Amer Guarantee & Liab(Zurich)#26247	
INSURER C: Hartford Fire Ins. Co. #19682	
INSURER D:	
INSURER E:	

COVERAGES TRASY01 PM

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SEVERABILITY <input checked="" type="checkbox"/> CLAUSE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLO3707153	10/1/2009	10/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP3707150	10/1/2009	10/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN AUTO ONLY: EA ACC \$ XXXXXXXX AGG \$ XXXXXXXX
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM RETENTION \$	AUC 9376483	10/1/2009	10/1/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	WC3707150	10/1/2009	10/1/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C		OTHER PROPERTY, VALUABLE PAPERS	37UUMTZ2283	10/1/2009	10/1/2010	BLKT CONTENTS, EDP & VALUABLE PAPERS \$20,265,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 PUBLIC BUILDING COMMISSION OF CHICAGO IS AN ADDITIONAL INSURED AS RESPECTS TO GENERAL, AUTO AND EXCESS LIABILITY, THESE COVERAGES ARE PRIMARY AS REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED'S COVERAGE IS EXCESS AND NON-CONTRIBUTORY ON THE GENERAL LIABILITY, AND ON THE AUTO LIABILITY AS RESPECTS USE OF VEHICLES OWNED BY TRANSYSTEMS

CERTIFICATE HOLDER

10867187
 PUBLIC BUILDING COMMISSION OF CHICAGO
 RICAHRD J. DALEY CENTER
 50 W. 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 30 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


ACORDTM CERTIFICATE OF LIABILITY INSURANCE

10/1/2010

DATE (MM/DD/YYYY)
4/28/2010

PRODUCER
Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

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INSURED
1064760
TRANSYSTEMS CORPORATION
222 S. RIVERSIDE PLAZA, SUITE 2320
CHICAGO IL 60606

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: ZURICH AMERICAN INS. CO. (CHICAGO)

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES TRASY01 PM

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN AUTO ONLY: EA ACC \$ XXXXXXXX AGG \$ XXXXXXXX
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	NOT APPLICABLE			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A		OTHER PROFESSIONAL LIABILITY	EOC 9139550	10/1/2009	10/1/2010	\$2,000,000 EACH CLAIM & IN ANNUAL AGGREGATE FOR ALL PROJECTS.

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

CERTIFICATE HOLDER

10867188
PUBLIC BUILDING COMMISSION OF CHICAGO
RICAHRD J. DALEY CENTER
50 W. 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 30 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



**SCHEDULE E
KEY PERSONNEL
TRAFFIC STUDY SERVICES - PS1557J**

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

4 – Key Personnel

TranSystems staff is comprised of experienced professionals with extensive expertise in the planning, design, and construction of highways, traffic signal and interconnection, roadway lighting, bridge, and bikeway improvements. Our diversified experience provides for comprehensive traffic studies and realistic recommendations for implementation of the project. The Team provides expertise in all areas required for the project. Each of these professionals has worked on similar studies. Our current staffing assures sufficient experienced personnel for assignment to the project in order to meet the completion schedule.

A brief summary of the staff we propose is identified below. A project flow chart has been included in Section 3. Please refer to the resumes included within this section for each individual's years with our firm and a summary of their certifications and licenses.

Richard J. Morsches, PE
Principal-In-Charge

Mr. Morsches will provide the administration and overall coordination with the City. He has over 26 years of related experience in traffic studies and highway improvement projects that included traffic studies, accident analysis, signal warrants, intersection design studies, and intersection improvements for the City of Chicago. His knowledge of CDOT standards is instrumental in assuring the study recommendations meet the City's requirements. He has been responsible for traffic improvement projects including planning and design of the U.S. 41 Reconstruction project for the City.

Kathleen M. Meyerkord, PE, PTOE
Project Manager

Ms. Meyerkord will be responsible for providing the specialized engineering direction and guidance for the project. She has almost 30 years of experience with traffic impacts studies, corridor studies, traffic capacity analysis, and signal system design and operation. Recent similar projects include Riverside School District Access and Circulation Study, Oakton Street Intersection Study, and the Roosevelt Road at Delano Avenue Traffic Study. With her extensive experience in both traffic studies and City of Chicago traffic signal design and operations she is ideally qualified for this project.

Charles J. Stenzel, PE

QA/QC

Mr. Stenzel has over 24 years of experience in preliminary engineering and preparation of contract plans and special provisions. He will provide the Quality Control for the project.

Todd S. Bright, PE

QA/QC

Mr. Bright has over 20 years of experience with capacity analysis, accident analysis, intersection design studies, geometric studies, pavement design, environmental processing, permits, project report and contract plan preparation, and public coordination.

Matthew J. Smith, PE

Project Engineer

Mr. Smith has over 16 years experience and specializes in preliminary engineering studies, corridor studies and traffic capacity analyses. He is currently completing a Feasibility Study of the IL Route 120 corridor in Lake County, Illinois.

Ryan P. Jacox, PE, PTOE

Project Engineer

Mr. Jacox has considerable experience with traffic impact studies, including traffic signal warrant analysis, accident analysis, and traffic capacity analysis. He is a specialist in both traffic operations. Recent similar projects include the Near South Transportation and Parking Study and Roosevelt Street at Delano Avenue. He is also the Project Engineer on several preliminary engineering (Phase I) studies for the Village of Skokie and the City of Elmhurst.

Christopher E. Comin, PE

Project Engineer

Mr. Comin was the Project Engineer on the Roosevelt Road at Delano Avenue Traffic Study and Intersection Design Study project for the City of Chicago. He also has extensive experience in preliminary engineering studies including capacity analyses, signal warrant analyses and accident analyses in addition to geometric design.

**SCHEDULE F-1
DISCLOSURE OF RETAINED PARTIES
TRAFFIC STUDY SERVICES - PS1557J**

(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: Traffic Study Services for Various Sites

Description of goods or services to be provided under Contract: _____

Traffic Study Services - PS1557J

2. Name of Consultant: TranSystems Corporation

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)
Singh and Associates, Inc.	300 W Adams St, Ste 609 Chicago, IL 60606	Subconsultant	\$50,000 (25%) est.
Regina Webster and Assicates, Inc.	8619 W Bryn Mawr Ave, Ste 602, Chicago, IL 60631	Subconsultant	\$10,000 (5%) est.

Check Here if No Such Persons Have been Retained or Are Anticipated To Be Retained:

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.

[Handwritten Signature]
 Signature
 Richard J. Morsches
 Name (Type or Print)

4/28/10
 Date
 Executive Vice President
 Title

Subscribed and sworn to before me

this 28 day of 4

[Handwritten Signature]
 Notary Public



**SCHEDULE F-2
DISCLOSURE AFFIDAVIT
TRAFFIC STUDY SERVICES - PS1557J**

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

J

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

Respondent/Company Name: TranSystems Corporation

Address: 222 South Riverside Plaza, Suite 2320, Chicago, IL 60606

Federal Employer I.D. #: 43-0839725 Social Security #: _____

Telephone No.: (312) 669-9601

Contact Name: Richard Morsches

Contact E-Mail: rmorsches@transystems.com

I. DISCLOSURE OF OWNERSHIP INTERESTS

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

TranSystems Corporation

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? 13 years

Under what other names, if any, has the firm or venture operated? JBM Engineering, Triton

How many years has your firm been performing the services covered by this RFQ? 43 years

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

a. State of Incorporation or organization Missouri

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>Please see attached</u>	_____	<u>Please see attached</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>N/A</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>TranSystems Corporation</u>	<u>2400 Pershing Road, Suite 400</u>	
<u>ESOF & Trust</u>	<u>Kansas City, MO 64108</u>	<u>27.38</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.



Officers and Professional Titles

Location	Last Name	First Name	MI	Officer Title	Professional Title
101-Kansas City	Kenneally	Mark		Assistant Vice President	Senior Professional
101-Kansas City	Liak	John	H	Assistant Vice President	\$100K Contract Limit
101-Kansas City	McKerrow	Jeff	D		\$100K Contract Limit
101-Kansas City	Meyers	Michael	A	Vice President	Master Prof
101-Kansas City	Miller	Robert	J	Assistant Vice President	Senior Professional
101-Kansas City	Mulcahy	Edward	J	Senior Vice President	Principal
101-Kansas City	Post	Roger	N	Vice President	Senior Associate
101-Kansas City	Priest	Michael	A	Regional Vice President/Assistant Secretary	Principal
101-Kansas City	Reeder	Jefferson	L	Vice President	Senior Associate
101-Kansas City	Rieck	Theodore	J	Vice President	Senior Associate
101-Kansas City	Rock	Timothy	P	Vice President	Senior Associate
101-Kansas City	Rohr	Thomas	J	Assistant Vice President	Associate
101-Kansas City	Shafer	Mark	W	Assistant Vice President	Associate
101-Kansas City	Swenson	Thomas	G	Senior Vice President	Principal
101-Kansas City	Tarr	James	I	Senior Vice President	Principal
101-Kansas City	Thakmann	Todd	W	Assistant Vice President	Senior Professional
101-Kansas City	Wahlstedt	Michael	R	Vice President	Master Prof
101-Kansas City	Weatherford	Franklin	L	Senior Vice President	Principal
103-Minneapolis	Pribula	Scott	D	Senior Vice President/Line of Business President	Principal
104-St. Louis	Kittrell	Kyle	R	Assistant Vice President	Associate
112-Independence	Turner	Shawn	D	Assistant Vice President	Associate
125-Wichita	Lelkowski	Bret	A	Senior Vice President	Principal
141-Omaha	Kellogg	Thomas	J	Senior Vice President	Principal
202-Ft Worth	Camobell	David	G	Assistant Vice President	Associate
202-Ft Worth	Daniels	James	W	Vice President	\$100K Contract Limit
202-Ft Worth	Dawson	David	I	Assistant Vice President	Senior Professional
202-Ft Worth	Ehrhardt	Melissa	A	Vice President	\$100K Contract Limit
202-Ft Worth	Ladner	David	B	Executive Vice President	Principal
202-Ft Worth	Maas	David	K	Assistant Vice President	\$100K Contract Limit
202-Ft Worth	Masterson	Joseph	C	Assistant Vice President	Senior Professional
202-Ft Worth	Pena	Raul		Senior Vice President	Principal
202-Ft Worth	Penn	Brad	D	Assistant Vice President	\$100K Contract Limit
204-Dallas	Brown	Michael	F	Assistant Vice President	Senior Professional
204-Dallas	Kraus	Garry	D	Vice President	Senior Associate
206-Houston	Anderson	Bruce	R	Assistant Vice President	Senior Professional
206-Houston	Munson	Thomas	R	Vice President	Senior Associate
301-Greenville	Hoff	David	B	Assistant Vice President	Associate
301-Greenville	Strub	Peter	M	Regional Vice President/Assistant Secretary	Principal
304-Jacksonville	Cram	David	A	Vice President	Senior Associate
306-Charleston	Fisher	James	R	Assistant Vice President	Associate
306-Charleston	Wilksell	Robert	R	Assistant Vice President	\$100K Contract Limit
307-Norfolk	Anders	Samuel	G	Vice President	Master Prof
307-Norfolk	Beale	Roger	I	Senior Vice President	Principal
307-Norfolk	Beatiev	Darrell	K	Senior Vice President	Principal
307-Norfolk	Eversen	Jan		Vice President	Master Prof
307-Norfolk	Forbes	William	B	Assistant Vice President	\$100K Contract Limit
307-Norfolk	Matson	Christopher	B	Vice President	Master Prof
307-Norfolk	Natset	Maximilian	F	Assistant Vice President	Senior Professional
307-Norfolk	Parrot	Stevan	C	Assistant Vice President	Senior Professional
307-Norfolk	Reed	Thomas	N	Vice President	Associate
307-Norfolk	Sadler	George	O	Vice President	
307-Norfolk	Silver	Robert	M	Assistant Vice President	Senior Professional
307-Norfolk	Stock	John	A	Senior Vice President	Principal
307-Norfolk	Thornion	Ken	B	Vice President	
307-Norfolk	Verbeek	Michael	J	Assistant Vice President	Senior Professional
307-Norfolk	Wills	William	S	Senior Vice President	Principal
309-Orlando	Grow	John	T	Senior Vice President	Principal
309-Orlando	Whately	Lynne	M	Assistant Vice President	Associate
310-Fort Lauderdale	Huano	Jian		Assistant Vice President	Senior Professional
310-Fort Lauderdale	Klevens	Gary	A	Vice President	Senior Associate
310-Fort Lauderdale	Miller	Neil	C	Senior Vice President	Principal



Officers and Professional Titles

310-Fort Lauderdale	Petersen	Kim	E	Senior Vice President/Line of Business President	Principal
310-Fort Lauderdale	Stiven	Serna	J	Assistant Vice President	Senior Professional
310-Fort Lauderdale	Thomason	Ronald	J	Assistant Vice President	Senior Professional
311-Nashville	Dronzek	Rainer	W	Assistant Vice President	Associate
311-Nashville	Furua	John	B	Vice President	Associate
311-Nashville	Sawyer	James	T	Assistant Vice President	Senior Professional
311-Nashville	West	Troy	J	Assistant Vice President	\$500K Contract Limit
316-Jacksonville	Dunavant	Todd	E	Assistant Vice President	
316-Jacksonville	Ruth	John	W	Vice President	Senior Associate
401-Chicago	Adams	Robert	B	Vice President	Senior Associate
401-Chicago	Albert	Anthony	J	Vice President	Senior Associate
401-Chicago	Bonus	Roner	C	Assistant Vice President	Senior Professional
401-Chicago	Bright	Todd	S	Vice President	Senior Associate
401-Chicago	Dvsnio	Grace	L	Vice President	Senior Associate
401-Chicago	Fainwood	Brian	L	Assistant Vice President	Associate
401-Chicago	Hall	Jeffrey	R	Assistant Vice President	Associate
401-Chicago	Irvine	David	J	Vice President	Master Prof
401-Chicago	Meyerford	Kathleen	M	Assistant Vice President	Senior Professional
401-Chicago	Morsches	Richard	J	Executive Vice President/Assistant Secretary	Principal
401-Chicago	Nastal	Robert	W	Assistant Vice President	Associate
401-Chicago	Peters	Robert	L	Assistant Vice President	Senior Professional
401-Chicago	Ross	Marlin	A	Vice President	Senior Associate
401-Chicago	Stenzel	Charles	J	Senior Vice President	Principal
402-Cleveland	Fulton	Elizabeth	A	Assistant Vice President	Associate
402-Cleveland	Homae	Harid	V	Vice President	Senior Associate
402-Cleveland	Rockch	Richard	E	Senior Vice President	Principal
402-Cleveland	Weir	Westav	R	Assistant Vice President	Senior Professional
403-Columbus	Camball	Robert	W	Vice President	Senior Associate
403-Columbus	Daniels	Susan	S	Assistant Vice President	Senior Professional
403-Columbus	Grillot	Aaron	G	Vice President	\$100K Contract Limit
404-Chicago Downtown	Lev	Michael	J	Vice President	\$100K Contract Limit
404-Chicago Downtown	Otte	Lyron	R	Assistant Vice President	Associate
404-Chicago Downtown	Trinanco	Gina	M	Assistant Vice President	Senior Professional
404-Chicago Downtown	Walbrun	Mark	C	Senior Vice President	Principal
406-Cincinnati	Proctor	Jeffrey	A	Vice President	\$100K Contract Limit
407-Youngstown	Fisher	James	M	Vice President	Senior Associate
408-Lansing	Kaltenhaler	Albert	F	Vice President	Senior Associate
409-Toledo	Camean	Francisco		Vice President	
409-Toledo	Hill	John	M	Vice President	\$100K Contract Limit
409-Toledo	McFerrey	James	T	Senior Vice President	Principal
409-Toledo	Sideff	John	J	Senior Vice President	Principal
411-Nashville	Brown	Michael	E	Senior Vice President	Principal
411-Nashville	Daughtry	Ronald	E	Assistant Vice President	
411-Nashville	Saunders	Kevin	P	Vice President	Senior Associate
501-Oakland	Chen	Rosa		Assistant Vice President	
501-Oakland	Cope	Marlan	R	Senior Vice President	Principal
501-Oakland	Fulton	Gordon	R	Regional Vice President/Assistant Secretary	Principal
501-Oakland	Mikloshev	Jon	M	Assistant Vice President	Associate
501-Oakland	Wong	Kit		Senior Vice President	Principal
504-San Francisco	Kruse	William	J	Assistant Vice President	Senior Professional
504-San Francisco	Saunders	Carin		Vice President	\$100K Contract Limit
505-San Diego	Brann	David	M	Vice President	\$100K Contract Limit
505-San Diego	Duncan	Cameron	D	Assistant Vice President	Senior Professional
505-San Diego	Kulick	Belh	C	Assistant Vice President	Senior Professional
506-Long Beach	Griffin	Mark	T	Assistant Vice President	\$100K Contract Limit
506-Long Beach	Schnucker	Steven	A	Vice President	Senior Professional
506-Long Beach	Silver	Steven	L	Vice President	\$100K Contract Limit
507-Portland	Bonney	Robert	A	Vice President	Principal
507-Portland	Davis	Stephen	H	Assistant Vice President	Senior Professional
507-Portland	McGrew	James	R	Assistant Vice President	Senior Professional
507-Portland	Stevens	Stuart	A		\$100K Contract Limit
507-Portland	Tanitu	Eero	O	Assistant Vice President	Senior Professional
604-Phoenix	Canale	Donna	M	Assistant Vice President	\$100K Contract Limit



Officers and Professional Titles

604-Phoenix	Jarvis	Jeffrey	Q	Senior Vice President	Principal
605-Tucson	Cannon	Jerry	A	Senior Vice President	Principal
605-Tucson	Taylor	Jack	D	Assistant Vice President	Associate
701-Boston	Bua	Garv	J	Senior Vice President	Principal
701-Boston	Bua	Domanic	T	Vice President	Senior Associate
701-Boston	Enofisher	Larry	S	Vice President	Senior Associate
701-Boston	Fleishman	Daniel	M	Assistant Vice President	Senior Professional
701-Boston	Karash	Karla	H	Senior Vice President	Principal
701-Boston	Lowell	Evan	C	Assistant Vice President	Associate
701-Boston	Norton	Paul	G	Vice President	Senior Associate
701-Boston	Read	John	H	Assistant Vice President	Senior Professional
701-Boston	Schweiner	Carol		Vice President	Senior Associate
701-Boston	Stuosis	Thomas	G	Assistant Vice President	Associate
703-Norwalk	Bryant	Gordon	W	Vice President	\$100K Contract Limit
703-Norwalk	Chelednik	Michael	R	Assistant Vice President	Senior Professional
703-Norwalk	Rawson	Rosemarie	R	Vice President	Master Prof
703-Norwalk	Silvester	James	R	Senior Vice President	Principal
704-York	Bower	Kevin	S	Assistant Vice President	Senior Professional
704-York	Brammer	William	R	Senior Vice President	Principal
704-York	Emsing	James	E	Vice President	Master Prof
704-York	Foreman	Barry	E	Vice President	Master Prof
704-York	Glassmyer	William	W	Vice President	Master Prof
704-York	Kendis	Stuart	B	Senior Vice President	Principal
704-York	Landis	Donald	E	Vice President	Senior Associate
704-York	Phkev	William	R	Assistant Vice President	\$100K Contract Limit
704-York	Pfitt	Darin	D	Vice President	Senior Professional
704-York	Schieler	Richard	F	Vice President	Senior Associate
705-Pittsburgh	Heil	Ronald	D	Assistant Vice President	Senior Professional
705-Pittsburgh	Weimerskirch	Mark	R	Vice President	\$500K Contract Limit
707-DC	Everett	Charles		Vice President	\$500K Contract Limit
707-DC	Hill	Dean	B	Senior Vice President	Principal
708-Paramus	Amato	Corrado	A	Assistant Vice President	Associate
708-Paramus	Clark	William		Assistant Vice President	Associate
708-Paramus	Giamardo	Ronald	E	Vice President	Senior Associate
708-Paramus	Minervino	Charles	M	Vice President	Principal I Contract Limit
708-Paramus	Pullaro	Joseph	J	Vice President	Principal I Contract Limit
708-Paramus	Zarniskie	Gina	M	Assistant Vice President	Associate
709-New York	Brosius	George	G	Assistant Vice President	Senior Professional
709-New York	Deerkoski	John	C	Vice President	Senior Associate
709-New York	Lahil	Michael	A	Assistant Vice President	Senior Professional
709-New York	Rondinello	Louis	W	Assistant Vice President	\$100K Contract Limit
709-New York	Taturo	Steven	M	Senior Vice President	Principal
711-Lanohome	Abluwalia	Manieel	H	Assistant Vice President	Associate
711-Lanohome	Cuddy	Michael	J	Vice President	Senior Associate
711-Lanohome	Keller	Robert	J	Vice President	\$500K Contract Limit
712-Waterdown	McGovern	J	B	Assistant Vice President	Associate
713-Warren	Landrto	Gary	E	Assistant Vice President	
713-Warren	Stone	Harvey	H	Vice President	Senior Associate
714-Woodbridge	Darewecki	Donald	J	Assistant Vice President	Associate
714-Woodbridge	Kuchta	John		Assistant Vice President	Associate
714-Woodbridge	Sisko	M	G	Assistant Vice President	Associate
715-Philadelphia Downtown	Doeblev	Carl	E	Vice President	Senior Associate
715-Philadelphia Downtown	Kooble	Dan	P	Vice President	Senior Associate
901-Corporate	Bartrand	David	M	Vice President Human Resources	
901-Corporate	Bivtie	John	O	Vice President	
901-Corporate	Harris	Kleith	E	Vice President of IS/IT	\$500K Contract Limit
901-Corporate	Kotwitz	Shaun	M	Controller/Vice President Accounting	\$500K Contract Limit
901-Corporate	Larson	Brian	G	President/Chief Executive Officer	
901-Corporate	Mair	Paul	J	Assistant Secretary/Chief Operations Officer/Line of Business President	
901-Corporate	Murphy	Angela	E	Chief Financial Officer/Chief Administrative Officer	
901-Corporate	Popa	Eugene	J	Vice President Project Operations/Assistant Secretary	



Board of Directors	
	Term Ends
Admiral Harold W. Gehman, Jr. (Ret.), Director	2012
W. Mike Lackey, Director	2010
Paul J. Malir, Director	2012
Brian G. Larson, Director	2011
James E. Martin, Director	2010
Kim E. Petersen, Advisory Director	2010
Robert J. Spane, Director	2011
Ronald Katims, Advisory Director	2010
Maria Cino, Advisory Director	2010

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of Incorporation N/A

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)
<u>N/A</u>			

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: N/A
 (Governmental Body or Agency)

Date of Certification N/A

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.

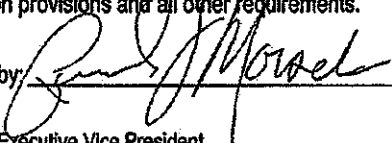
Category	Registered License (or license number)	Organization issuing License	Intend to Perform? Yes/No
<u>1010</u>	<u>1193633</u>	<u>City of Chicago</u>	<u>Yes</u>

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.

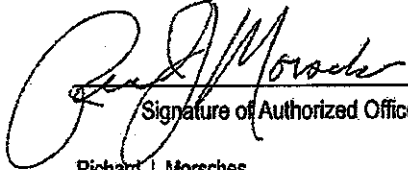
I/We Richard J. Morsches an authorized representative of the Respondent agree to comply with indemnification provisions and all other requirements.

Signed by: 
Title: Executive Vice President

V. ANTI-COLLUSION

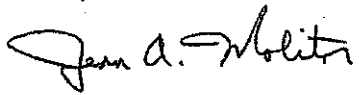
The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part 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 of Authorized Officer
Richard J. Morsches
Name of Authorized Officer (Print or Type)
Executive Vice President
Title
(312) 669-9601
Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 23rd day of July, 2009 by
Richard J. Morsches (Name) as Vice President (Title) of
TransSystems Corporation (Bidder/Proposer or Contractor)





**SCHEDULE G
W-9 FORM
TRAFFIC STUDY SERVICES - PS1557J**

(COMMISSION'S FORM 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) TranSystems Corporation	
	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 type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 2400 Pershing Rd, Ste 400	Requester's name and address (optional)
	City, state, and ZIP code Kansas City, MO 64108	
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
43 : 0839725

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.

Sign Here

Signature of
U.S. person ▶

Date ▶

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,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation.
7. A foreign central bank of issue.
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
9. A futures commission merchant registered with the Commodity Futures Trading Commission.
10. A real estate investment trust.
11. An entity registered at all times during the tax year under the Investment Company Act of 1940.
12. A common trust fund operated by a bank under section 584(a).
13. A financial institution.
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.