CONTRACT NO. 1423-13627

PAVEMENT MANAGEMENT SERVICES

SECTION NO. 12-6CHAP-02-ES

BETWEEN

COOK COUNTY GOVERNMENT

Department of Transportation and Highways

AND

Dynatest Consulting, Inc.

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 1 1 2015

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS 1
ARTICLE 1) INCORPORATION OF BACKGROUND 1
ARTICLE 2) DEFINITIONS 1
a) Definitions 1
b) Interpretation 2
c) Incorporation of Exhibits 3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT 3
a) Scope of Services 3
b) Deliverables 3
c) Standard of Performance 4
d) Personnel 4
e) Minority and Women's Business Enterprises Commitment 5
f) Insurance 5
g) Indemnification 8
h) Confidentiality and Ownership of Documents 8
i) Patents, Copyrights and Licenses 9
j) Examination of Records and Audits 10
k) Subcontracting or Assignment of Contract or Contract Funds 10
l) Professional Social Services 11
ARTICLE 4) TERM OF PERFORMANCE 12
a) Term of Performance 12
b) Timeliness of Performance 12
c) Agreement Extension Option 12
ARTICLE 5) COMPENSATION 13
a) Basis of Payment 13
b) Method of Payment 13
c) Funding 13
d) Non-Appropriation 13
e) Taxes 13
f) Price Reduction 14
g) Consultant Credits 14
ARTICLE 6) DISPUTES 14
ARTICLE 7) COMPLIANCE WITH ALL LAWS 15
ARTICLE 8) SPECIAL CONDITIONS 15
a) Warranties and Representations 15
b) Ethics 16

c) Joint and Several Liability 16
d) Business Documents 16
e) Conflicts of Interest 16
f) Non-Liability of Public Officials 17
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET 18
a) Events of Default Defined 18
b) Remedies 19
c) Early Termination 20
d) Suspension 21
e) Right to Offset 21
f.) Delays 22
g.) Prepaid Fees 22
ARTICLE 10) GENERAL CONDITIONS 22
a) Entire Agreement 22
b) Counterparts 23
c) Modifications and Amendments 23
d) Governing Law and Jurisdiction 23
e) Severability 24
f) Assigns 24
g) Cooperation 24
h) Waiver 24
i) Independent Consultant 25
j) Governmental Joint Purchasing Agreement 25
ARTICLE 11) NOTICES 26
ARTICLE 12) AUTHORITY 26

Economic Disclosure Statement
Signature Pages

List of Exhibits

Exhibit 1 Scope of Services
Exhibit 2 Schedule of Compensation
Exhibit 3 Evidence of Insurance
Exhibit 4 Cook County Travel Policy
Exhibit 5 Certification for Consulting or Auditing Services

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Dynatest Consulting, Inc., doing business as a(an) Corporation of the State of California hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on March 11, 2015, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Qualification "RFQ" for Pavement Management Services. Submittals were evaluated in accordance with the evaluation criteria published in the RFQ. The Consultant was selected based on the submittal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance

required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

"**Department**" means the Cook County Using Department.

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

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

b) Interpretation

i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Cook County Travel Policy
Exhibit 5	Certification for Consulting or Auditing Services

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

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

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

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

c) Standard of Performance

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

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

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

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Consultant that the

County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

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

e) Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement .

f) Insurance

Insurance Requirements of the Consultant

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

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

Consultant shall require all Subcontractors to provide the insurance required in this Agreement,

or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant except paragraph (d) Excess Liability or as specified otherwise.

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

Coverages

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

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

(b) **Commercial General Liability Insurance**

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

Each Occurrence	$ 1,000,000
General Aggregate Per Project	$ 2,000,000
Completed Operations Aggregate	$ 2,000,000

The General Liability policy shall include the following coverages:

(a) All premises and operations;
(b) Contractual Liability;
(c) Products/Completed Operations;
(d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than $1,000,000 per accident.

(d) **Excess Liability**

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

Each Occurrence:	$5,000,000
General Aggregate Per Project	$5,000,000

(e) **Professional Liability**

Consultant shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Consultant's obligations under this Agreement, and shall have a limit of liability of not less than $2,000,000 per claim with a deductible of not more than $100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Consultant for a minimum of three years following the expiration or early termination of this contract and the Consultant shall annually provide the County with proof of renewal. Subcontractors performing professional services for the Consultant must maintain limits of not less than $1,000,000 with the same terms in this section.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. The Commercial General Liability policy shall include ISO Additional Insured Endorsements CG 2010 and CG 2037 or equivalents. Consultant's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County.

(b) **Qualification of Insurers**

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

(c) **Insurance Notices**

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

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

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

(d) **Waiver of Subrogation Endorsements**

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

g) Indemnification

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

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant 's performance hereunder. Consultant shall comply with the applicable

privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

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

i) Patents, Copyrights and Licenses

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

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

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

j) Examination of Records and Audits

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

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of $10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the

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

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than:1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

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

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The

annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on March 18, 2015 ("**Effective Date**") and continue until March 17, 2017 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to one (1) additional one-year period under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing

in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

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

d) Non-Appropriation

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

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption

Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) Price Reduction

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

g) Consultant Credits

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

ARTICLE 6) DISPUTES

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

ARTICLE 7) COMPLIANCE WITH ALL LAWS

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:

(1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

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

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.

ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

(b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(d) Discontinuance of the Services for reasons within Consultant's reasonable control; and

(e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

(v) Failure to comply with Article 7 in the performance of the Agreement.

(vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

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

i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;

ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

iv) The right to money damages;

v) The right to withhold all or any part of Consultant's compensation under this Agreement;

vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.
The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

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

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

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not

be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

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

d) Suspension

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

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

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the

amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f.) Delays

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

g.) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above,

affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

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

b) Counterparts

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

c) Modifications and Amendments

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

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

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

Consultant is hereby notified that, except for modifications and amendments which are made in accordance with this GC-10, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the

contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

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

f) Assigns

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

g) Cooperation

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

h) Waiver

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

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the

particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

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

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

i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11) NOTICES

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

If to the County: Department of Transportation and Highways
69 West Washington Street
Chicago, Illinois 60602
Attention: John Yonan, PE, Superintendent

and

Cook County Chief Procurement Officer
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: Dynatest Consulting, Inc.
13953 US Highway 301 South
Starke, FL 32091
Attention: William Beck II, President

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

ARTICLE 12) AUTHORITY

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

KR

ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii ✓
1	MBE/WBE Utilization Plan	EDS 1 ✓
2	Letter of Intent	EDS 2 ✓
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	~~EDS 3~~ NA
4	Certifications	EDS 4, 5 ✓
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12 ✓
6	Sole Proprietor Signature Page	~~EDS 13a/b/c~~ NA
7	Partnership Signature Page	~~EDS 14/a/b/c~~ NA
8	Limited Liability Corporation Signature Page	~~EDS 15a/b/c~~ NA
9	Corporation Signature Page	EDS 16a/b/c ✓
10	Cook County Signature Page	EDS 17

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications "(Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

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

> ***"Affiliated Entity"*** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.
>
> ***"Bidder," "Proposer," "Undersigned,"*** or ***"Applicant,"*** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.
>
> ***"Proposal,"*** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .
>
> ***"Code"*** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (http://www.cookctyclerk.com/sub/ordinances.asp). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."
>
> ***"Contractor"*** or ***"Contracting Party"*** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.
>
> ***"EDS"*** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.
>
> ***"Lobby"*** or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.
>
> ***"Lobbyist"*** means any person or entity who lobbies.
>
> ***"Prohibited Acts"*** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

_____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

_____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)

__X__ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. [X] **Direct Participation of MBE/WBE Firms** [ ] **Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: URBAN GIS INC

Address: 1143 W RUNDELL PL, SUITE 301 / CHICAGO, IL 60607

E-mail: ks@urbangis.com

Contact Person: KEITH SEARLES Phone: 312-666-7581

Dollar Amount Participation: $ TBD BASED ON TASK ORDERS -- NO DOLLAR AMOUNT GIVEN YET.

Percent Amount of Participation: 16 %

*Letter of Intent attached? Yes X No _____
*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: DYNASTY GROUP INC

Address: 205 W WACKER DR SUITE 1450 / CHICAGO, IL 60606

E-mail: rhui@dynastygroup.com

Contact Person: ROGER HUI Phone: 312-704-1970

Dollar Amount Participation: $ TBD BASED ON TASK ORDERS -- NO DOLLAR AMOUNT GIVEN YET.

Percent Amount of Participation: 19 %

*Letter of Intent attached? Yes X No _____
*Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal <u>must</u> be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: DYNASTY GROUP INC

Certifying Agency: CITY OF CHICAGO

Address: 205 W WACKER DR SUITE 1450

Certification Expiration Date: 1 APRIL 2018

City/State: CHICAGO, IL Zip 60606

FEIN #: 363942991

Phone: 312-704-1970 Fax: 312-704-1977

Contact Person: KRISTEN BOUCHARD

Email: kbouchard@dynastygrp.com

Contract #: 1423-13627

Participation: [X] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

FIELD DATA COLLECTION FOR BRIDGE CLEARANCE AND PAVEMENT CONDITION, AS NEEDED.
SUPPORT PROCESSING OF DATA COLLECTED AS NEEDED.
SUPPORT MAP DEVELOPMENT AND PCI DRAWINGS AS NEEDED.
DATA HOSTING NAD DELIVERY USING ONLINE PLATFORM

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

19%

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (*M/WBE*)	Signature (*Prime Bidder/Proposer*)
ZHONG CHEN	KURT KEIFER
Print Name	Print Name
DYNASTY GROUP INC	DYNATEST CONSULTING INC
Firm Name	Firm Name
2/20/2015	2/20/2015
Date	Date

Subscribed and sworn before me

this 20th day of February, 20 15.

Notary Public _____

SEAL

"OFFICIAL SEAL"
IRMAGENE WILLIAMS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/16/2019

Subscribed and sworn before me

this 20th day of February, 20 15.

Notary Public _____

SEAL

"OFFICIAL SEAL"
IRMAGENE WILLIAMS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/16/2019

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

APR 0 2 2013

Zhong Chen
Dynasty Group, Inc.
205 W. Wacker Drive, Suite 1450
Chicago, Illinois 60606

Annual Certificate Expires: April 1, 2014

Dear Mr. Chen:

We are pleased to inform you that Dynasty Group, Inc. has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until April 1, 2018; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by April 1, 2014.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by February 1, 2014.**

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

APR 0 2 2013

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS 541330 – Civil engineering services
NAICS 541350 – Building inspection services
NAICS 541370 – Land surveying services
NAICS 541380 – Non-destructive testing laboratories or services

Your firm's participation on City contracts will be credited only toward Minority owned Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/vlw

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

December 5, 2014

Zhong Chen
Dynasty Group, Inc.
205 W. Wacker Drive, Suite 1450
Chicago, IL 60606-1212

Email: zchen@dynastygrp.com

Dear Zhong Chen:

This letter is to inform you that the City of Chicago has extended your status as **Minority Business Enterprise (MBE) until February 28, 2015.** We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter and copy of your last certification letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-1929.

Sincerely,

George Coleman Jr.
Deputy Procurement Officer

GC/ll

Cook County Government
M/WBE Certification
Reciprocal Affidavit

Firm Name Dynasty Group, Inc. Contract #

Address 205 W Wacker Drive, Suite 1450 City Chicago, IL

County Cook State IL Zip 60606

Phone 312 704 1970 Email kbouchard@dynastygrp.com

I Zhong Chen (Print Name), President (Print Title)

of Dynasty Group, Inc. (Name of Firm) do hereby affirm:

1. Dynasty Group, Inc. (Name of Firm) is a Minority and/or Women Business Enterprise currently certified by the City of Chicago as:

   ☐ Black ☐ Hispanic ☑ Asian ☐ Native-American ☐ Other ☐ Woman

2. With respect to Dynasty Group, Inc. (Name of Firm), the personal net worth of the qualifying (51%) individual(s) does not exceed $2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3. The average annual gross receipts of Dynasty Group, Inc. (Name of Firm), as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.

Upon penalty of perjury, I Zhong Chen (Print Name) affirm that, to the best of my knowledge and belief, the information herein is true and accurate.

Signature *Title* President *Date* 2/20/2015

Subscribed and sworn to before me this 20th day of February (Month) 1 2015 (Year)

(Notary's Signature)

Notary's Seal: "OFFICIAL SEAL" IRMAGENE WILLIAMS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 2/16/2019

My Commission Expires 2/16/2019

Revised 2/21/2013

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: URBAN GIS

Certifying Agency: CITY OF CHICAGO

Address: 1143 W RUNDELL PLACE, STE 301

Certification Expiration Date: 31 SEPTEMBER 2019

City/State: CHICAGO, IL Zip 60607

FEIN #: 51-0637535

Phone: 312-666-7581 Fax: 877-815-4450

Contact Person: KEITH SEARLES

Email: ks@urbangis.com

Contract #: 1423-13627

Participation: [X] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

PAVEMENT CONDITION RATING, IF NEEDED.

SUPPORT PROCESSING OF DATA COLLECTED AS NEEDED.

GIS SUPPORT MAP DEVELOPMENT AND PCI DRAWINGS AS NEEDED.

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

16%

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)	Signature (Prime Bidder/Proposer)
KEITH SEARLES	KURT KEIFER
Print Name	Print Name
URBAN GIS INC	DYNATEST CONSULTING INC
Firm Name	Firm Name
2/20/2015	2/20/2015
Date	Date
Subscribed and sworn before me	Subscribed and sworn before me
this 20 day of February, 2015	this 20 day of February, 2015
Notary Public	Notary Public
SEAL	SEAL

YVETTE BIDUS HERNANDEZ
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
August 04, 2018

YVETTE BIDUS HERNANDEZ
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
August 04, 2018

DEPARTMENT OF PROCUREMENT SERVICES

JAN 16 2015

CITY OF CHICAGO

Keith A Searles
Urban GIS, Inc
1021 W Adams St, Ste. LL4
Chicago, IL 60607

Dear Keith A Searles:

We are pleased to inform you that **Urban GIS, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **01/01/2020**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **01/01/2016, 01/01/2017, 01/01/2018, and 01/01/2019.** Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **01/01/2020**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **11/01/2019.**

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

Cook County Government
M/WBE Certification
Reciprocal Affidavit

Firm Name Urban GIS, Inc. Contract # 1423-13627

Address 1143 W. Rundell Pl City Chicago

County Cook State Illinois Zip 60607

Phone (312) 666-7581 Email ks@urbangis.com

I Keith A. Searles, President
(Print Name) (Print Title)

of Urban GIS, Inc. do hereby affirm:
(Name of Firm)

1. Urban GIS, Inc. is a Minority and/or Women Business Enterprise
(Name of Firm)
currently certified by the City of Chicago as:

☑ Black ☐ Hispanic ☐ Asian ☐ Native-American ☐ Other ☐ Woman

2. With respect to Urban GIS, Inc., the personal net worth of the qualifying
(Name of Firm)
(51%) individual(s) does not exceed $2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3. The average annual gross receipts of Urban GIS, Inc.,
(Name of Firm)
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.

Upon penalty of perjury, I Keith A. Searles affirm that, to the best of my
(Print Name)
knowledge and belief, the information herein is true and accurate.

Signature Keith A. Searles *Title* President *Date* 02-20-2015

Subscribed and sworn to before me this 20th day of February / 2015
(Month) (Year)

Yvette Bidus Hernandez
(Notary's Signature)

Notary's Seal

YVETTE BIDUS HERNANDEZ
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
August 04, 2018

My Commission Expires August 04, 2018

Revised 2/21/2013

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than $5,000 and not more than $10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):
541370 – Geographic information system (GIS) base mapping services

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer
JLR/sw

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

NOT APPLICABLE
KK

A. BIDDER/PROPOSER HEREBY REQUESTS:

☐ **FULL MBE WAIVER** ☐ **FULL WBE WAIVER**

☐ **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

____ % of Reduction for MBE Participation
____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

☐ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

☐ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

☐ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

☐ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☐ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**

☐ (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**

☐ (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**

☐ (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

☐ (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

NONE

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes: X No: _____

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

100 E 14TH ST STE 3104

CHICAGO, IL 60605

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

Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

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

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. **REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) X The Undersigned owns no real estate in Cook County.

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

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

N/A

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

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

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

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

This Statement Is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name Dynatest Consultants Inc D/B/A: EIN NO.: 953323707

Street Address: 13953 U.S. Highway 301 S

City: Starke State: FL Zip Code: 32091

Phone No.: 904964 3777

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Dynatest Int'l.	Naverland 32 DK2600 Glostrup	100%

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

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ ] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

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

[ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Margaret S. Johns
Name of Authorized Applicant/Holder Representative (please print or type)

Director of Admin
Title

Margaret
Signature

9/11/14
Date

mjohns@dynatest.com
E-mail address

904 964 3777
Phone Number

Subscribed to and sworn before me this 11 day of Sept, 2014

Christina M. Wall
Notary Public Signature

My commission expires

CHRISTINA M. WALL
MY COMMISSION EXPIRES
February 21, 2015
Notary Seal
Bonded thru Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of $100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note*: Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note*: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: **http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf**

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of $25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- Parent
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Half-brother
- Half-sister

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: WILLIAM A BECK III Title: PRESIDENT

Business Entity Name: DYNATEST CONSULTING INC Phone: (904) 964-3777

Business Entity Address: 13953 US HIGHWAY 301 SOUTH / STARKE, FL 32091

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County ***and*** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

	Owner/Employee Name:	Related to:	Relationship:
1.			
2.			
3.			
4.			
5.			

If more space is needed, attach an additional sheet following the above format.

X There is ***no*** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Owner/Employee's Signature

Sept 12, 2014
Date

Subscribe and sworn before me this 12 Day of Sept, 2014

a Notary Public ~~in~~ and for Bradford County

Christina M. Wall
(Signature)

NOTARY PUBLIC
SEAL

My Commission expires 2/21/15

Completed forms must be filed within **30** days of the execution of any contract or lease with Cook County and should be mailed to:

CHRISTINA M. WALL
MY COMMISSION EXPIRES
February 21, 2015
#EE 066459
Bonded thru Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

EDS-12

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

FEIN/SSN:_____

COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____ FEIN/SSN:_____

*COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date:_____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____

FEIN:_____ * CORPORATE FILE NUMBER:_____

MANAGING MEMBER:_____ MANAGING MEMBER:_____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X_____ _____

Notary Public Signature Notary Seal

* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A CORPORATION
(SECTION 9)

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

BUSINESS NAME: Dynatest Consulting, Inc.

BUSINESS ADDRESS: 13953 US Hwy 301 S.
Starke, FL 32091

BUSINESS TELEPHONE: (904) 964-3777 FAX NUMBER: (904) 964-3749

CONTACT PERSON: Christina M. Wall

FEIN: 95-33-23707 *IL CORPORATE FILE NUMBER:

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: William A. Beck II VICE PRESIDENT: Robert C. Briggs P.E. Ex. CFO

SECRETARY: Robert C. Briggs P.E. TREASURER: William A. Beck II

**SIGNATURE OF PRESIDENT:

ATTEST: (CORPORATE SECRETARY)

Subscribed and sworn to before me this 12th day of Sept, 2014

x Christina M. Wall
Notary Public Signature

My commission expires:

Notary Seal

CHRISTINA M. WALL
MY COMMISSION EXPIRES
February 21, 2015
#EE 066459
Bonded thru Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

* **If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Sam E. M

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 13 DAY OF March ,20 15.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1423-13627

OR

ITEM(S), SECTION(S), PART(S):_____

TOTAL AMOUNT OF CONTRACT: $ 400,000.00
(DOLLARS AND CENTS)

FUND CHARGEABLE:_____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 1 1 2015

EXHIBIT 1

SCOPE OF SERVICES

SCOPE OF SERVICES

PAVEMENT MANAGEMENT SERVICES

1 INTRODUCTION

Pavement Management Services shall include preparation of any or all of the following services with this contract, based on individual work order assignments:

A. Perform Automated Roadway Clearance Measurements, and Pavement Surface Condition and Distress Survey Data Collection;
B. Perform Data Analysis and Pavement Condition Index (PCI) Calculations;
C. Perform MicroPAVER® Software Installation Upgrade;
D. Perform MicroPAVER® and Highway Segmentation Database Update;
E. Perform MicroPAVER® Database Update with PCI values;
F. Perform Development of New MicroPAVER® reporting tools and Degradation Curves;
G. Perform MicroPAVER® Training; and
H. Perform MicroPAVER® Report Presentations.

1.1 Existing County Highway System

The Consultant shall assume a gross distance of 900 lane miles in accounting for the roadway clearance measurements data collection of the entire highway system and a net distance of 700 lane miles in accounting for the pavement surface condition and distress survey data collection for the purposes of this contract.

The Department will provide a map to the Consultant that clearly identifies the 900 driving lane miles. Data collection cannot begin until this data has been provided to the Consultant. Once it is received by the Consultant, a data acquisition route map will be provided for review and approval by the Department.

Centerline Miles: The Consultant shall become familiar with the Department's highway system of arterial, collector and local roads and streets within Cook County which includes approximately 581 centerline ("cl")miles of rigid, flexible and composite pavements under Department jurisdiction and/or maintenance with approximately 471 centerline miles under County jurisdiction and maintenance; 86 centerline miles under County jurisdiction and maintenance by others; and 24 centerline miles under the jurisdiction of others and County maintenance. Of the 86 centerline miles maintained by others, approximately 79 centerline miles are within Chicago.

Lane Miles: The Consultant shall become familiar with the Department's arterial, collector and local highway system which includes approximately 1,410 lane miles under County jurisdiction and maintenance; 60 lane miles under the jurisdiction of others and County maintenance; and 359 lane miles under County jurisdiction and maintenance by others for a total of 1,829 lane miles under Department jurisdiction and/or maintenance responsibilities. Of the 359 lane miles under County jurisdiction and maintenance by others, approximately 337 lane miles are within Chicago.

Lane Distributions: The Consultant shall become familiar with the Department's highway system which includes approximately 1 lane mile or centerline mile of 1-lane pavement; 510 lane miles or 255 centerline miles of 2-lane pavement; 93 lane-miles or 31 centerline miles of 3-lane pavement; 1,140 lane miles or 285

centerline miles of 4-lane pavement including continuous turn lane; and 90 lane miles or 15 centerline miles of 6-lane pavement.

Pavements: The types of pavement include asphalt, concrete and composite pavements and include both rural and urban cross-sections. The system is configured as follows: 1-lane – 1 CL mile, 2-lane – 255 CL miles, 3-lane – 31 CL miles, 4-lane or 5 lane (including turn lanes) – 284 CL miles and 6-lane – 16 CL miles.

2 CONSULTANT SERVICES

2.1 Perform Automated Roadway Clearance Measurements, and Pavement Surface Condition and Distress Survey Data Collection

The Consultant shall simultaneously perform the automated data collection of roadway clearance measurements, and pavement surface condition and distress survey data collection of the highway system under the jurisdictional authority and maintenance responsibilities of the Department in Cook County, Illinois in accordance with ASTM D6433 criteria and compatible with MicroPAVER® software.

The Consultant shall perform the automated collection of data including GPS locations through the use of a vehicle brought to Cook County and equipped to measure roadway clearances along each lane of highway located below an overhead structure, and to capture "look-down" images for the roadway pavement longitudinal and transverse profile data, and roadside highway right-of-way imagery.

The Consultant shall perform the data collection within three (3) months from the authorization to proceed by the Department.

The Consultant shall perform the data collection during daylight hours and dry weather conditions between and inclusive of the months of April and October.

The Consultant shall apply a 20% sampling rate to the 1,829 lane miles for the pavement condition and distress survey data collection, and a 100% sampling rate of all roadway clearance measurements data collection.

The Consultant shall apply the roadway clearance measurements along each lane of highway located below an overhead structure; and the Consultant shall apply the pavement surface condition and distress survey in one direction for highways with three (3) or fewer lanes, and in both directions for four (4) or more lane highways.

The Consultant shall **include** the roadway clearance measurements of all roads and bridges within the highway system under the jurisdictional authority and maintenance responsibilities of the Department including within the City of Chicago with the roadway clearance measurements data collection.

The Consultant shall meet all Department safety standards and procedures to ensure public safety and awareness during the data collection task. Department personnel will also observe the vehicle data acquisition efforts in the field in order to understand the data capture methods deployed by the Consultant for this project.

Work will be completed in two parts –a preliminary study and final completion of the survey.

Preliminary Study: The Consultant shall perform a preliminary study for Department review and approval of a small area consisting of ten (10) roadway sections in which each section is approximately one centerline mile in length.

The Department will review the preliminary study area data delivery and approve the preliminary study area data deliverables within five (5) working days upon delivery of the data to the Department for review.

A semi-automated PCI condition assessment will be compiled following the ASTM D6433 criteria by Consultant. Once the semi-automated PCI data interpretation is completed, a sampling of these ratings will be checked. If systematic errors are found, the data will be reinterpreted for final acceptance by the Department.

An automated PCI condition assessment will be compiled following the ASTM D6433 criterion per the methods used by the Consultant. Once the automated PCI rates are completed, this rating will then be checked manually using test samples. If systematic errors are found, the data will be reacquired by the vehicle and tested for final acceptance by the Department. No manual field checking will be done for pavement conditions in the field as part of this project. It is assumed that the automated methods utilized for this project are far superior to any visual inspection in the field.

Data collected during the preliminary study will be for PCI ratings and clearances only. No additional roadway surface analysis will be prepared at this point of the project.

Written approval is required by the Department for acceptance of the preliminary data and the methods used to collect and deliver said data prior to the commencement of the remaining roadway survey. Upon final written approval of the preliminary project by the Department, the Consultant will complete the remaining survey data collection.

2.2 Perform Data Analysis and Pavement Condition Index (PCI) Calculations

The Consultant shall review and analyze collected surface distress data and calculate the Pavement Condition Index (PCI) ratings developed for all defined system segments. The Consultant is to develop and calculate PCI by following ASTM D6433 criteria. The Department's current Asset Management Program PCI values range from 0 – 100.

2.3 Perform MicroPAVER Software Installation Upgrade (v6.1.6)

The Consultant shall upgrade the existing MicroPAVER® software with the most recent version to be provided by the Consultant with this contract.

2.4 Perform MicroPAVER and Highway Segmentation Database Update

The Consultant shall review and update the existing highway segmentation database within MicroPAVER® to reflect improvements and system additions, expansions and deletions since 2010. Approximately 900 current segments were established in 2010. The County LRS (Linear Referencing System) will also be updated to reflect this new MicroPAVER® segmentation. Coordination with the Department's existing Cityworks® application will also be required.

2.5 Perform MicroPAVER Database Update With PCI Values

PCI data calculated as a result of this contract will be loaded into the existing MicroPAVER® database. The Department's current Asset Management Program PCI values range from 0 – 100.

2.6 Perform Development of New MicroPAVER Reporting Tools and Degradation Curves

In coordination with CCDOTH staff, the development of new pavement degradation curves will be based on historical and the newly acquired pavement condition data.

In coordination with CCDOTH staff, the development of Maintenance and Rehabilitation (M and R) programs will be based on defined fiscal, programming or condition restraints.

Reporting tools will be developed which utilize the updated MicroPAVER® (M and R) analysis output. These reports will be both graphical and text.

2.7 Perform MicroPAVER Training

The Consultant shall provide training sessions complete with operations manuals for 12-15 staff at the offices of the Department which address the use of MicroPAVER® software including, but not limited to, theory, program operational use and techniques, in addition to altering and amending program data.

2.8 Perform MicroPAVER Report Presentations

The Consultant shall offer its professional expertise in meeting with the Department about the present and future condition of the highway system network in achieving the short and long-term goals of the Department.

The Consultant shall be required to present research and give presentations pertaining to the present and future states of the network before the Cook County Administration and/or Board of Commissioners annually over the term of this contract.

The Consultant shall be required to prepare exhibits, handouts and/or presentations to communicate the present and future condition of the network to the public for varying scenarios required to achieve the Department's short and long term goals.

KURT A. KEIFER, PH.D., P.E.
PROJECT MANAGER AND PROJECT ENGINEER

Dynatest®
Pavement Engineering Specialists & Equipment

EDUCATION Ph.D., Civil Engineering, University of Illinois at Urbana-Champaign
M.S., Civil Engineering, University of Illinois at Urbana-Champaign
B.S., Civil Engineering, University of Illinois at Urbana-Champaign

LICENSE Professional Engineer, Maryland, Number 41618
Professional Engineer, Illinois, Number 062-060370

AWARDS 2010 Young Engineer – University of Illinois Alumni Association

EXPERIENCE SUMMARY

Dr. Keifer is a Principal Engineer at Dynatest Consulting Inc. He has over fifteen years of experience with pavement management systems and the PAVER system, in particular. Dr. Keifer was employed by the US Army Corps of Engineers, Construction Engineering Research Laboratory (USA-CERL) for eight years where he worked on the PAVER development. In addition to PAVER development, Dr. Keifer was responsible for managing pavement management system implementations at US Army, Air Force, and Navy installations. Dr. Keifer has coordinated and executed hundreds of pavement condition surveys and has implemented pavement management systems for various agencies around the world. Dr. Keifer is a recognized pavement management expert and is an instructor for both the University of Illinois' and USA-CERL's pavement management short courses.

SIGNIFICANT PROJECT-RELATED EXPERIENCE

PAVER IMPLEMENTATION AND PCI SURVEY: COOK COUNTY, ILLINOIS (2010). Dr. Keifer served as the Project Manager and Project Engineer for the pavement management system implementation and automated pavement condition survey for the County. The project includes building and customizing a PAVER database and GIS for the County's more than 900 lane miles of roadway pavements. In addition, the project includes collecting and interpreting Pavement Condition Index (PCI), International Roughness Index (IRI), and Ride Number (RN) using the Dynatest's Digital Highway Data Vehicle (DHDV). Multi-year, network-level budget requirements necessary to maintain the County's pavements, and annual, project-level maintenance and rehabilitation needs are also to be established.

PAVER IMPLEMENTATION AND PCI SURVEY: PRINCE GEORGE'S COUNTY, MARYLAND (2008-PRESENT). Dr. Keifer serves as the Project Manager for the pavement management system implementation and automated pavement condition survey for the County. Phase I of the project included building and customizing a PAVER database and GIS for the County's more than 1,800 lane miles of roadway pavements. Phase II of the project included collecting and interpreting Pavement Condition Index (PCI), International Roughness Index (IRI), and Ride Number (RN) using the Dynatest's Digital Highway Data Vehicle (DHDV). Phase III of the project consists of: (1) determining multi-year, network-level budget requirements necessary to maintain the County's pavements, and (2) determining two-year, project-level maintenance and rehabilitation needs.

PAVER IMPLEMENTATION AND PCI SURVEY: CITY OF WICHITA FALLS, TEXAS (2009-2010). Dr. Keifer served as the Project Manager for the pavement management system implementation and manual pavement condition survey for the City. The project included building and customizing a PAVER database and GIS for the

City's more than 530 miles of roadway pavements. Network-level maintenance and rehabilitation needs were established and PAVER training and on-call support was provided.

PAVER IMPLEMENTATION AND PCI SURVEY: CITY OF HAMILTON, OHIO (2009-2010). Dr. Keifer served as the Project Manager for the pavement management system implementation and manual pavement condition survey for the City. The project included building and customizing a PAVER database and GIS for the City's more than 250 miles of roadway pavements. PAVER training and on-call support was provided.

PAVER IMPLEMENTATIONS AND PCI SURVEYS: DEPARTMENT OF DEFENSE (2005-PRESENT). Dr. Keifer has directed pavement management system implementations, led pavement inspections, performed life-cycle cost analyses, performed data QA/QC, and authored final reports for the following installations, including:

> **US ARMY:** US Army Reserve 77th Regional Readiness Command – a total of twenty-two (22) installations; Adelphi Army Research Laboratory; Fort Benning; Fort Bragg; Fort Campbell; Fort McCoy; and Fort Riley.
>
> **US AIR FORCE:** Buckley AFB, Cape Canaveral AFS, Cheyenne Mountain AFB, Patrick AFB, Davis-Monthan AFB, Dyess AFB, Holloman AFB, Langley AFB, Minot AFB, Mountain Home AFB, Moody AFB, Ramstein AFB, Schriever AFB, Sembach AFB, Seymour Johnson AFB, and Vogelweh AFB.
>
> **US NAVY:** Camp Pendleton, Patuxent River Naval Air Station, Indian Head Naval Surface Weapons Center, Naval Surface Warfare Center, Washington Navy Yard, US Naval Observatory, Anacostia (former Naval Air Station), Naval Surface Warfare Center, and Webster Field Annex.

PAVEMENT MANAGEMENT INFORMATION SYSTEM (PMIS) VISUAL DISTRESS SURVEY: TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) (2008-2009). Dr. Keifer served as the Project Manager for the TxDOT PMIS visual distress data collection effort. The project included the collection of 88,000 miles of visual pavement distress data over a four month period. Dr. Keifer managed the data collection efforts of fifteen, two-person survey crews that responsible for collecting and reporting distress data at half mile increments.

PROFESSIONAL AFFILIATIONS

Member, American Society of Civil Engineers (ASCE)
Member, American Public Works Administration (APWA)
Member, Transportation Research Board (TRB)
Member, American Society for Testing and Materials (ASTM)

PROJECT-RELATED CONTINUING EDUCATION

Dr. Keifer actively participates in several professional organizations, including ASCE, APWA, TRB, and ASTM. He sits on the ASTM D6433 PCI committee and is a member of FHWA's team developing automated pavement data collection guidelines. He teaches several pavement management courses each year at conferences and for professional organizations. He also serves as a technical paper reviewer for the ASCE Journal of Infrastructure Systems and TRB.

SALIL V. GOKHALE, P.E.
PROJECT QUALITY MANAGER

Dynatest®
Pavement Engineering Specialists & Equipment

EDUCATION Post-Baccalaureate Certificate in GIS, Pennsylvania State University, 2011
M. S., Civil Engineering, Pennsylvania State University, 2001
B. Eng., Civil Engineering, Govt. College of Engineering, Pune, India, 1998

LICENSE Professional Engineer, Florida, Number 66552

EXPERIENCE SUMMARY

Mr. Gokhale is a professional engineer with more than 14 years of experience in pavement engineering. He has extensive experience in managing pavement evaluation and analysis projects on both highway and airfield pavements. His areas of expertise include implementation/updates of pavement management systems, automated and manual pavement condition surveys, GIS integration, structural testing, pavement profile measurements, and, friction testing and analysis.

Mr. Gokhale has extensive experience in managing network and project level pavement evaluation projects on highways, city/county roadways and airfield pavements. He is heavily involved in software/hardware product development focusing on 2D and 3D pavement imaging, automated pavement distress analysis, GIS data integration and mapping. In addition, he has developed numerous software tools and analyses-processes for effective data collection, validation, analysis and reporting of pavement related data.

Prior to joining Dynatest, he worked as a full-time, on-site consultant research engineer for the Florida Department of Transportation's (FDOT) Materials Research Park in Gainesville, Florida. He worked extensively with FDOT's pavement evaluation and research groups, and was tasked with diverse projects involving non-destructive testing, accelerated pavement testing (APT) and materials research, pavement management and life cycle cost analyses.

SIGNIFICANT PROJECT RELATED EXPERIENCE

PAVEMENT MANAGEMENT: Mr. Gokhale has performed numerous pavement condition inspections on roadway and airfield pavements, and is well versed with pavement management software. He has served as the Project Manager/Engineer on the following projects within the last five years:

- Pavement Condition Index (PCI) survey (semi-automated) and pavement profile measurements on over 4,000 lane miles of rural County roadways in Michigan, Illinois, Missouri, Kansas and Oklahoma. These surveys were performed as part of a pre-construction roadway evaluation of haul routes for Enbridge Energy Inc.
- PAVER update, PCI survey (semi-automated) and pavement profile measurements on more than 1,800 lane miles for Prince George's County, Maryland.
- Pavement profile measurements on more than 3,600 miles of State maintained highways in the State of Alaska (2009 through 2013). This annual project includes updating the pavement management system, developing work plans, economic analysis and GIS integration.
- Pavement profile measurements and GIS analyses on over 2,800 lane miles of highways for the Government of Yukon, Canada (2010 through 2013) as part of their pavement management system update.

REGIS L. CARVALHO, PH.D.
ASSISTANT PROJECT ENGINEER

EDUCATION Ph.D., Civil Engineering, University of Maryland, College Park
M.S., Civil Engineering, University of Maryland, College Park
B.S., Civil Engineering, University of Sao Paulo, Sao Paulo, Brazil

EXPERIENCE SUMMARY

Dr. Regis Carvalho is a project and research engineer at Dynatest Consulting. He has over 15 years of pavement engineering and software development experience. His background includes pavement design, evaluation (nondestructive testing, profiling, ground penetrating radar, automated and manual distress surveys, and laboratory testing) and backcalculation, pavement research (asphalt materials, mechanistic-empirical design procedures, material characterization and constitutive modeling), pavement management systems and software development. Dr. Carvalho worked extensively investigating the performance of highway pavements and their structural behavior through several FHWA research projects – he authored the reports "Impact of Design Features on Pavement Response and Performance in Rehabilitated Flexible and Rigid Pavements" and "Simplified Techniques for Evaluation and Interpretation of Pavement Deflections for Network-Level Analysis." Dr. Carvalho is also co-developer of the most used Pavement Management Software in Brazil, with the system installed in many concessionaires, state agencies and the federal government.

Dr. Carvalho also has significant experience in statistical analysis after being task leader in several probabilistic research projects for modeling the risk of aircraft overruns and undershoots in runways. As part of this effort, he wrote the first standalone risk analysis software for aircraft overruns and undershoots, combining different applications into a unique tool, as part of the project "Improved Models for Risk Assessment of Runway Safety Areas (RSA) and Software Development, ACRP Project 4-08." He is currently the Co-Principal Investigator for the ACRP Project 4-14, "Runway Veer-off Location Distribution Risk Assessment Model and Software Development."

Dr. Carvalho has worked on more than 150 pavement analysis and design contracts, several pavement management system developments and implementations and research projects. He has authored over 15 journal and conference articles, circulars and research reports in the past 6 years. Currently he serves as member at two committees at the Transportation Research Board in the United States (AFD80 – Strength and Deformation Characteristics of Pavement Sections, and AFD60 – Flexible Pavement Design).

SIGNIFICANT PROJECT-RELATED EXPERIENCE

Dynatest Consulting, Inc. — Starke, FL
Project and Research Engineer — 2011 – present

- Project Manager (2013), North Dakota State University, *FWD Testing and Analysis of Statewide County and Township Roads*, Responsible for nondestructive FWD testing and backcalculation analysis on 1,500 miles of county and township roads in North Dakota.
- Project Engineer (2013), City of Alexandria, VA, *PAVER Pavement Management Planning Tool Implementation and Pavement Condition Index (PCI) Survey*, Responsible for daily activities of the project, scheduling project tasks, coordination of field operations and data analyses, project deliverables, and Quality Control/Quality Assurance (QC/QA).

- Project Engineer (2013), Professional Service Industries, Inc. (PSI), *Pavement Structural Analysis*, Responsible for pavement structural analysis of I-77, Charlotte, North Carolina. The project included FWD data collection and backcalculation of layer moduli.
- Instructor (2013), Louisiana Transportation Research Center, *ELMOD Training and PCN Calculations*, Vermont Agency of Transportation, North Dakota State University, *ELMOD Training and Pavement Mechanics and Design Course*, training on how to conduct structural analysis and design of pavement structures, and PCN calculations using ELMOD, software developed and maintained by Dynatest International S/A.
- Project Engineer (2011 – present), Prince George's County, MD, *PAVER Pavement Management Planning Tool Implementation and Pavement Condition Index (PCI) Survey*, Responsible for daily activities of the project, scheduling project tasks, coordination of field operations and data analyses, project deliverables, and Quality Control/Quality Assurance (QC/QA).
- Project Engineer (2011 – present), City of Indianapolis, IN, *PAVER Pavement Management Planning Tool Implementation and Pavement Condition Index (PCI) Survey*, Responsible for coordinating field operations and Quality Control/Quality Assurance (QC/QA) of data collected.
- Project Manager (2012), Michael Baker Jr. Inc., *Pavement Structural Analysis*, Responsible for pavement structural analysis of Trent Lott Airport runway and taxiways, Moss Point, MS. The project included FWD data collection, backcalculation of layer moduli, overlay design, PCN calculations and load rating analysis.
- Project Manager (2012), Professional Service Industries, Inc. (PSI), *Pavement Structural Analysis*, Responsible for pavement structural analysis of I-35E, Dallas, Texas. The project included FWD data collection, backcalculation of layer moduli and overlay design.
- Instructor (2012), City of Edmonton, Canada; Brazilian Army Department of Engineering and Construction, Brazil; Ministry of Transportation of the Province of Quebec, Canada, *ELMOD Training and Pavement Mechanics Course*, Lecturer and instructor for pavement mechanics and design course, teach how to conduct structural analysis and design of pavement structures using ELMOD.
- Project Engineer (2011 – 2012), Bismarck-Mandan MPO, ND, *PAVER Pavement Management Planning Tool Implementation and Pavement Condition Index (PCI) Survey*, Assisted on data collection management and Quality Control/Quality Assurance (QC/QA).
- Instructor (2011), Rodriguez Engineering Laboratories, *ELMOD Training and Pavement Mechanics Course*, Lecturer and instructor for pavement mechanics and design course, teach how to conduct structural analysis and design of pavement structures using ELMOD.

Applied Research Associates, Inc. — Elkridge, MD
Senior Engineer — 2008 – 2011

- Senior Research Engineer (2010 – 2011), Task Leader, LTPP Task Order #12, *Development of New Default Traffic Datasets for the MEPDG Using the SPS Traffic Data Collection Pooled-Fund Study Data*, Responsible for pavement design, software update and MEPDG sensitivity to load spectra.
- Senior Research Engineer (2010 – 2011), Task Leader, LTPP Task Order #13, *Verification, Refinement, and Applicability of LTPP Classification Scheme*, Responsible for pavement design and MEPDG sensitivity to traffic.
- Senior Research Engineer (2009 – 2011), Task Leader, LTPP Task Order #11, *Simplified Techniques for Evaluation and Interpretation of Pavement Deflections for Network-Level Analysis*, Responsible for data collection and analysis, probabilistic study and model development.
- Senior Research Engineer (2008 – 2010), Long Term Pavement Performance (LTPP) Task Order #9, *Impact of Design Features on Pavement Response and Performance in Rehabilitated Flexible and Rigid Pavements*, Evaluation of performance and mechanistic response of pavement

structures to different preventive maintenance and rehabilitation alternatives using the Specific Pavement Studies sections on LTPP (SPS-3, -4, -5, -6). Responsible for the analysis of flexible and rigid pavements in the rehabilitation study.

University of Maryland — College Park, MD
Graduate Research Assistant — 2002 – 2008

- Research Assistant (2006-2008), NCHRP Project 9-30A, *Calibration of Rutting Models for HMA Structural and Mix Design*, The objective of this research was to recommend revisions to the HMA rutting prediction model in the Mechanistic-Empirical Pavement Design Guide (MEPDG) software developed in NCHRP Project 1-37A for consideration by the NCHRP Project 1-40 panel and the AASHTO Joint Task Force on Pavements.
- Research Assistant (2004-2006), MDSHA Project No. SP0077B41, Collaborated in the development of *MEPDG implementation plan for Maryland State Highway Administration*. Responsible for the sensitivity analysis of MEPDG parameters and case studies.
- Research Assistant (2003-2004), MDSHA Project, Participated in the *development of the quality control/quality assurance (QC/QA) software application for Maryland State Highway Administration* by programming in Visual Basic tools to calculate pay factors for paving contracts.
- Research Assistant (2003), FHWA project, Long Term Pavement Performance (LTPP) Data Analysis Contract, *Review of LTPP Backcalculation Results*, Developed Microsoft Access tools for analyzing the backcalculation data from the LTPP database and computing layered elastic moduli from in-situ load-deflection data using a new procedure called forward calculation.

Dynatest Engenharia (Brazil) — Sao Paulo, Brazil
Pavement Engineer/Project Manager — 1996 – 2002

- Project Manager (2001-2002), National Department of Transportation Infrastructure (DNIT), *Development of Highway Conservation and Maintenance Program* – Program CONSERVAR/MS, with funding from the Inter-American Development Bank (IDB), Responsible for developing rehabilitation/maintenance strategies based on structural indices and distress analyses, and coordinating field surveys.
- Project Engineer (1997-2002), Task Leader, Designed the pavement rehabilitation of state and federal highways, totalizing 2,600 miles. Tasks included *field survey (FWD, surface profiling, GPR and distress inventory)*, rehabilitation design, and budget optimization.
- Project Engineer (1997-1998), National Department of Transportation Infrastructure (DNIT), *Pavement rehabilitation design* program, with funding from the World Bank/IDB, Responsible for coordinating field surveys, designing pavement rehabilitation solutions and preparing budgets. This program covered an extension of 1,440 miles.

PROFESSIONAL AFFILIATIONS

Member of the Transportation Research Board – Flexible Pavement Design Committee (AFD60).
Member of the Transportation Research Board – Strength and Deformation Characteristics of Pavement Sections (AFD80).

PROJECT-RELATED CONTINUING EDUCATION

Dr. Carvalho actively participates in several TRB committees. He has assisted teaching several pavement management courses. He also serves as a technical paper reviewer for TRB.

- PAVER implementation and PCI survey (semi-automated) on more than 2,200 lane miles for the City of Indianapolis, Indiana. In addition, pavement profile measurements were performed on over 1,100 lane miles of arterial roadways.
- Pavement profile measurements and GIS analyses on over 1,100 lane miles of roadways for the Municipality of Anchorage, Alaska, as part of their pavement system condition update.
- PAVER system updates and PCI survey (semi-automated) on over 1,500 lane miles at various military bases located across the continental USA.
- PAVER implementation and PCI survey (semi-automated) for City of Frisco, Texas on over 1,000 lane miles.
- PAVER implementation and PCI survey (automated) on over 1,100 lane miles of roadway pavements for the Cook County Highway Department, Illinois.

PAVEMENT EVALUATION AND TESTING: Mr. Gokhale has extensive experience with non-destructive pavement testing equipment including the Falling Weight Deflectometer (H/FWD), pavement profilers and friction testing equipment.

- Mr. Gokhale was the project manager for a multi-year, pavement testing and analysis contract for the Florida Department of Transportation. Over a period of six years, his team conducted FWD and pavement profile measurements on more than 7,500 highway miles.
- Project manager/engineer for Statewide friction and texture measurements in the State of Wisconsin. This project included an analysis and evaluation of more than 3,400 miles of State maintained highways.
- Structural evaluation of the Parks Highway in Alaska. This project included FWD testing, analysis, evaluation of existing structural conditions, and overlay design on more than 300 miles on the Parks Highway in Alaska.
- HWD testing on all runways, taxiways, aprons and ramps at the Hartsfield-Jackson International Airport, Atlanta, Georgia. More than 5,500 test points (testing conducted on a three year cycle)
- HWD testing at the Sangster International Airport in Montego Bay, Jamaica, including overlay design, remaining life and PCN analyses.
- HWD testing and analysis at Holman Field Airport, St. Paul, Memphis International Airport, Ft. Lauderdale International Airport, Daytona International Airport, Orlando-Sanford International Airport, and Palm Beach International Airport.
- Project engineer for numerous FWD testing projects in Florida, Texas, California and Georgia. These projects typically involve estimation of layer moduli, calculation of structural numbers, and calculation of required overlay thicknesses and estimates of remaining life.

PROFESSIONAL AFFILIATIONS

Member, American Society of Civil Engineers, T&DI
Member, Transportation Research Board (Committee AFD20)
Member, Indian Roads Congress
Treasurer & Member of the Board, Association of Transportation Professionals of Indian Origin

PROJECT-RELATED CONTINUING EDUCATION

Mr. Gokhale actively participates in several TRB committees. He has assisted teaching several pavement management courses. He also serves as a technical paper reviewer for TRB.

ROBERT C. BRIGGS, P.E.
SENIOR TECHNICAL ADVISOR

EDUCATION ME, Civil Engineering, Texas A&M University
BS, Civil Engineering, Texas A&M University

LICENSE Professional Engineer, Texas, Number 64805

EXPERIENCE SUMMARY

Mr. Briggs is a vice president of Dynatest Consulting Inc., and has more than 25 years of experience in the pavement engineering field. He provides pavement management and design consulting services to federal, state, local transportation agencies, consultants and to foreign governmental transportation agencies. Mr. Briggs is an expert in non-destructive testing techniques and subsequent analysis of pavement related data including visual distress ratings, structural testing and evaluation of pavements, roughness measurements for pavement management and pavement construction acceptance purposes, and accelerated pavement testing for research purposes.

Prior to joining Dynatest, Mr. Briggs worked with the Texas Department of Transportation as the Section Head of the pavement management section. Bob was responsible for the ongoing development of the TxDOT pavement management system, and was successful in securing FHWA approval for the system. Bob continued his work in NDT testing and analysis on production projects on behalf of Dynatest. He has completed many testing projects around the U.S.

SIGNIFICANT PROJECT RELATED EXPERIENCE

TEXAS DEPARTMENT OF TRANSPORTATION (2000–2013). Mr. Briggs was the Program Manager for the collection of statewide yearly pavement distress data on about 43,000 lane miles from 2000 to 2003, and about 88,000 lane miles since 2004. Contact: Mr. Marlon McGhee, TxDOT, (512) 465-3066.

STATE OF ALASKA, AKDOT&PF (1998–2013). Mr. Briggs is the Program Manager for a contract awarded by AKDOT&PF in August 2000 to collect IRI and rut measurements on approximately 3,200 miles of paved roads in the Central and Northern Regions of Alaska. In 2007 the contract was extended to support the Performance and Economic Rating System (PERS) database and provide MMS, PMS, HPMS, and Bridge condition reports. Contact: Mr. Scott Gartin, AKDOT&PF, (907) 269-6244.

PRINCE GEORGE'S COUNTY, MD (2008–2009). Mr. Briggs was the technical director of Dynatest's team for the pavement management system implementation and automated pavement condition survey for Prince George's County, MD. Phase I of the project included building and customizing a PAVER database and GIS for the County's more than 1,800 lane miles of roadway pavements. Phase II of the project included collecting and interpreting Pavement Condition Index (PCI), International Roughness Index (IRI), and Ride Number (RN) using the Dynatest's Digital Highway Data Vehicle (DHDV). Phase III of the project consists of: (1) determining multi-year, network-level budget requirements necessary to maintain the County's pavements, and (2) determining two-year, project-level maintenance and rehabilitation needs.

STATE OF CALIFORNIA, CALTRANS (2006–2007). Dynatest was awarded a contract by the California Department of Transportation in 2006 to collect roughness data (IRI) on approximately 1,000 miles on various roads in the State of California. Contact: Mr. Harinder Hans, Caltrans – (916) 654-3336.

STATE OF ALASKA — (1998–1999). PCI data collection and implementation of PAVER pavement management system for statewide Alaska Airports. Additional web-compatible materials were updated on the state web site. Contact: Mr. Scott Gartin, Pavement Management Engineer, Alaska Department of Transportation and Public Facilities, (907) 269-6244

ATLANTA HARTSFIELD INTERNATIONAL AIRPORT (2001, 2004, 2007, 2010). Dynatest personnel collected and processed pavement deflection data on over 4,600 test points on Hartsfield Atlanta International Airport. All runways and taxiways were evaluated. The testing and data collection was also performed in 2004 and 2007. Contact: Subash R. Kuchikulla, R&D Testing, (770) 909-3001

CHATTANOOGA METROPOLITAN AIRPORT (2001–2008). Mr. Briggs supervised deflection and friction testing and subsequent analysis on all airside pavements including PCI inspection and PAVER implementation. Contact: Mr. Terry Hart – Chattanooga Metropolitan Airport – (423) 855-2202.

MALAYSIAN AIRPORT SYSTEM, MALAYSIA (2005–2007). Dynatest implemented the AIRPORTS and PAVER pavement management system for 17 airports in Malaysia. In addition, Dynatest personnel collected and analyzed HWD data on all airside pavements, PCI data collection and PCN evaluations. Contact: Malaysian Airport Holdings, BARHAD, Selangor, Malaysia, (011) 603-7846-7777.

PATRICK AIR FORCE BASE (2008). PCI data collection, interpretation, and PAVER import for landside pavements. Contact: Dr. M. Y. (Mo) Shahin – (970) 377-9474.

CAPE CANAVERAL AIR FORCE STATION (2008). PCI data collection, interpretation, and PAVER import for landside pavements. Contact: Dr. M. Y. (Mo) Shahin – (970) 377-9474.

FAIRBANKS INTERNATIONAL AIRPORT, ALASKA (2001). Dynatest performed a structural evaluation, as well as a PAVER implementation, and PCI survey on the Fairbanks International Airport. Based on the information collected, Dynatest produced a multi-year budget scenario for the airport. Contact: Allen Braley, Fairbanks International Airport (907) 474-2521.

JACQUELINE COCHRAN REGIONAL AIRPORT, THERMAL, CA (2008). Dynatest performed nondestructive testing on Runway 12-30, and Taxiway A at Jacqueline Cochran Regional Airport. The objective for this project was to determine the overlay required for a design aircraft mix using the ELMOD software and the FAA AC 150/5320-6D. Contact: Mr. Ajay Singh, Mead and Hunt – (707) 526-5010.

PROFESSIONAL AFFILIATIONS

Member, American Society of Testing and Materials
Committee Member, Transportation Research Board
Chairman, ASTM Sub-Committee E17.32
Member, ASTM Committee E17.41
Past Chairman and Founder, Falling Weight Deflectometer User's Group

BRYAN E. STAMPLEY, P.E.
ASSISTANT PROJECT ENGINEER

Dynatest®
Pavement Engineering Specialists & Equipment

EDUCATION M.Engr., Civil Engineering, Texas A&M University at College Station
B.S., Civil Engineering, Texas A&M University at College Station

LICENSE Professional Engineer, Texas, Number 63867

AWARDS Albert H. Pollard award – Texas Department of Transportation, 2005.

EXPERIENCE SUMMARY

Mr. Stampley has more than thirty years of experience in pavement management systems, pavement evaluation, and pavement engineering. Before joining Dynatest, Mr. Stampley worked for the Texas Department of Transportation (TxDOT) as User Coordinator and System Administrator for TxDOT's Pavement Management Information System (PMIS). He was responsible for day-to-day operation, maintenance, and continual improvement of PMIS.

Mr. Stampley worked on PMIS from Day One, when the Federal mandate for statewide pavement management systems came out in January 1989. He was appointed User Coordinator for the PMIS project and worked with TxDOT engineering users, Systems Analysts, and contract programmers to implement PMIS before the February 1993 Federal deadline.

After implementing PMIS, Mr. Stampley became System Administrator and was responsible for daily operations of the system. He was the primary contact for TxDOT field practitioners and upper management using PMIS to answer pavement-related questions. He also worked with TxDOT Automation staff to recommend, test, and deploy ongoing PMIS improvements to meet expanding needs.

Mr. Stampley was instrumental in linking geographic information system (GIS) software with TxDOT's PMIS database to produce automated maps of pavement condition data. These automated GIS maps were used to conduct numerous pavement studies in the field (district) offices and at headquarters.

SIGNIFICANT PROJECT-RELATED EXPERIENCE

TxDOT PMIS Pavement Distress Survey (2013). Mr. Stampley directed day-to-day operations of the 2013 TxDOT PMIS Pavement Distress Survey, the largest annual pavement condition survey on earth. He oversaw data rating, validation, and submittal of 285 county data files spanning more than 90,000 miles and 190,000 pavement rating sections during a 20-week period on time and under budget.

Texas SH 130 Toll Road, Segments 5 and 6 (2014). Mr. Stampley directed the first round of annual pavement inspections for Segments 5 and 6 of the SH 130 Toll Road south of Austin, Texas. He oversaw collection of 237 lane miles of PMIS pavement distress ratings and automated International Roughness Index (IRI), Rutting Depth, and Skid Resistance measurements. He then calculated PMIS Condition Score values for 2,450 0.1-mile Auditable Sections and evaluated compliance with the Facility's pavement performance measures.

Snohomish County, Washington Pavement Rating Manual (2013). Mr. Stampley developed a formal Pavement Rating Manual for Snohomish County, Washington. The manual combined provisions from

ASTM D6433-11 and the Northwest Pavement Management Association (NWPMA), and also included customized definitions from the County. The Manual was used in October 2013 to conduct the first of five annual pavement distress surveys for the County.

TxDOT PMIS Development (1989-1993). Mr. Stampley served as User Coordinator for TxDOT's PMIS development effort. He was the liaison between the engineering users, the TxDOT Systems Analysts, and the contract programmers. He worked with University research personnel at the Texas Transportation Institute (TTI) and the Center for Transportation Research (CTR) to develop the basic analytic framework for PMIS, and then tested the computer programs to be sure that the framework had been followed. Mr. Stampley co-authored TTI Research Report (1989-1F) which documented the analytic framework that PMIS uses to this day.

Operation and Continual Improvement of PMIS (1993-2012). Mr. Stampley served as User Coordinator and System Administrator for PMIS after its successful rollout in February 1993. He oversaw and directed all day-to-day activities for PMIS, including maintenance and enhancements. He also defined and maintained security access criteria to preserve the integrity of the PMIS database. He oversaw the use of PMIS to allocate approximately $1.0 Billion of pavement maintenance and rehabilitation funds each year, supplied PMIS data for external customers, and directed the annual supply of PMIS data for the Federal Highway Performance Monitoring System (HPMS).

Delivery of PMIS Training, Development of Technical Documentation, and Design of On-Line Classes (1993-2012). As PMIS User Coordinator and System Administrator, Mr. Stampley conducted numerous PMIS-related training courses either at TxDOT's headquarters in Austin or (more commonly) at district field offices all across the state. He also helped develop two on-line classes – "PMIS Basic Concepts" and "Overview of PMIS Condition Score" – including on-line Student Workbooks for both courses. The "Basic Concepts" course even qualified for 0.2 Continuing Education Units (CEU).

Design and Development of PMIS MapZapper (1998-2012). Mr. Stampley worked with one of TxDOT's Systems Analysts to design and develop the PMIS MapZapper – an in-house mapping program that used Microsoft Access to download PMIS data from the agency mainframe computer, and then link the data to ESRI ArcGIS software to produce automated maps of PMIS condition data. PMIS MapZapper was extremely popular with TxDOT users and made it much easier to conduct ad hoc queries of the PMIS database to answer pavement-related questions. Mr. Stampley directed the implementation of more than 50 upgrades of the PMIS MapZapper during his employment with TxDOT.

Development of "Utility Score Optimizer" in PMIS MapZapper (2001-2002). In August 2001, TxDOT established a statewide goal to have 90 percent of its pavement lane miles in "Good" or better condition within ten years. Mr. Stampley helped design and develop the "Utility Score Optimizer" program and put it into the existing PMIS MapZapper to help TxDOT's 25 districts develop plans to meet the pavement condition goal. The Utility Score Optimizer even included a procedure that let users "fix" specific highways and estimate the increased progress towards the goal.

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Keith A. Searles
President

Mr. Searles is an analytical, results-oriented senior project manager with a hands-on approach to solving problems and demonstrated abilities in providing Geographic Information Systems (GIS) and Civil Engineering services. He is a well-rounded consultant with extensive transportation and utility infrastructure experience and 15 years of GIS consulting experience. Mr. Searles is highly committed with well-developed problem solving abilities and excellent technical writing, communication, presentation, and computer skills.

Expertise

- Geographic Information Systems
- Infrastructure planning and design
- Engineering design standards, CAD standards
- Computer skills—ESRI GIS software, Microstation, Geopak, Microsoft Office, Microsoft Project, Microsoft Access, Sequel Server, Visual Basic, Visio
- Cityworks Implementer

Education

Pennsylvania State University, State College, PA
Master of Geographic Information Systems—In Progress

University of Illinois, Champaign-Urbana, IL
B.S. Civil Engineering—Structural Engineering/ Geotechnical Engineering (1996), Minor in International Engineering—Latin America Studies

International study in language, economics, culture, and engineering in South America (1994)

Registration

Engineer-in-Training: IL

Urban GIS Project Experience

Illinois DOT ADA Prioritization and Compliance (Springfield, IL)
Senior GIS Analyst/Project Manager
GIS was used to identify sites that needed to become compliant with the Americans with Disabilities Act.

Midwest High Speed Rail Association Spatial Analysis and Visualization (Chicago, IL)
Project Manager
Urban GIS provided maps and data showing the benefits of a proposed high-speed rail line in Illinois.

Chicago DOT Arterial Street Pavement Condition Assessment Program
Senior GIS Analyst/Project Manager/Data Modeler
Urban GIS helped implement a GIS-based citywide pavement condition assessment program.

Chicago DOT Streetlight Database Development and GIS Mapping
Senior Project Manager/Data Modeler
Urban GIS helped create a database and mapping interfaces to inventory street and traffic light locations and attributes so that the city can manage electric usage.

Chicago DOT Surface Transportation Planning Studies
Senior GIS Analyst
Urban GIS helped create a Corridor Study Plan for the city assessing the feasibility of implementing a Bus Rapid Transit System in River North and Streeterville.

General Mitchell International Airport Emergency Response Mapping (Milwaukee, WI)
Senior GIS Analyst
Urban GIS built a database mapping all fire safety systems and emergency response assets at GMIA.

General Mitchell International Airport GIS (Milwaukee, WI)
Senior GIS Analyst/Project Manager
Urban GIS amalgamated pavement panel and utility GIS data to be consistent with the new AGIS guidelines.

City of Chicago Power Outage of Notification and Tracking System
Solution Architect
Urban GIS improved the city's power outage application, allowing for greater in-depth reporting, visualization, and access to outage information.

Metropolitan Water Reclamation District Enterprise GIS (Chicago, IL)
GIS Analyst/Project Manager
Urban GIS established an enterprise GIS data repository which permits GIS data to be readily accessed and used.

O'Hare International Airport Permit Renewal (Chicago, IL)
Senior GIS Analyst
Urban GIS created map exhibits and performed analyses to demonstrate that O'Hare's new drainage system met EPA and clean water standards.

Relevant Prior Experience

GIS Manager (1996–2005)
Patrick Engineering, Inc., Lisle/Chicago, IL
Started career as a transportation designer, Microstation specialist, and surveyor. Assisted with the development of a GIS Department group. Worked on dozens of infrastructure related GIS projects and engineering designs.

Relevant Prior Experience

Electrical Technician, Assembler, Assistant Supervisor (2010–2012)
United Automation, Inc., Wheeling, IL

- Responsible for assembling, testing, installing and maintaining electrical wiring, equipment, fixtures and control panels using hand tools and power tools on custom assembly machines utilized in industries such as: small parts handling, high-speed contact insertion, plastic components assembly, product testing, and label printing / application
- Trained and supervised support technician's preparation of control panel components, fabrication of parts, and preparation for shipment
- Analyzed and interpreted schematic drawings
- Tested machines for precision and accuracy, then prepared reports detailing project status
- Maintained inventory of supplies and equipment, managed parts that needed outsourcing
- Assisted programming custom software

Intellectual Property Legal Assistant (2008–2010)
Leydig, Volt & Mayer, Ltd., (www.leydig.com), Chicago, IL

- Managed all day-to-day administrative tasks for two executive shareholders and one associate
- Assisted in case research, development and review using electronic databases
- Compiled raw data into spreadsheets using Excel; used formulas to create result reports
- Prepared and edited correspondence, briefs, patent summaries and presentations
- Maintained physical and electronic case files including pleading binders and indexes
- Acted as the principal contact for the acquisition of the Frankfurt office's docketing department, including the transfer of files and training temporary staff
- Coordinated appointments, depositions, Management Committee and Board Meetings
- Assisted in discovery production and review using databases such as Concordance
- Member of firm-wide Litigation Support Team

Elected Vice-Chair, Community Representative (2008–2011)
Wells Community Academy High School, Chicago, IL

- Reviewed and analyzed monthly budget and internal account reports
- Led research, development, and management of projects that improved the academic environment and created structure and safety for students, teachers and parents
- Applied for and received state and local grants for green initiatives within the school
- Coordinated community outreach and managed expectations of complaints
- Created and implemented security measures resulting in a 25% reduction of violent events

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Christopher J. Nimmo

Senior GIS Analyst

Mr. Nimmo has more than a decade's experience with GIS. Prior to working at Urban GIS, he worked as a consultant to public and private clients, including law firms, political campaigns, and sports leagues. He's been a solo cartographer and has been a Project Manager in charge of a team of GIS analysts, CAD operators, and programmers. He has worked in city government in Pittsburgh, PA and Providence, RI. His interest in making the physical environment work well for people is what motivated him to study geography and GIS.

Expertise

GIS Applications/Tools
ArcGIS, Geodatabase Development, Cartography, Data Evaluation, Needs Assessment, Strategic Planning, Project Management, ESRI certified instructor

Other Tools
Microsoft Office Suite, Adobe Photoshop and Illustrator

Education

University of Minnesota, Minneapolis, MN
M.S. in Geography (1995)

University of Oregon, Eugene, OR
B.S. in Visual Design—Photography and Graphic Design (1990)

Urban GIS Project Experience

Chicago DOT Surface Transportation Planning Studies
Project Manager
Urban GIS helped create a Corridor Study Plan for the city assessing the feasibility of implementing a Bus Rapid Transit System in River North and Streeterville.

Illinois DOT ADA Prioritization and Compliance (Springfield, IL)
Senior GIS Analyst
GIS was used to identify sites that needed to become compliant with the Americans with Disabilities Act.

Chicago DOT Arterial Street Pavement Condition Assessment Program
Senior GIS Analyst
Urban GIS helped implement a GIS-based citywide pavement condition assessment program.

General Mitchell International Airport Emergency Response Mapping (Milwaukee, WI)
Senior GIS Analyst
Urban GIS built a database mapping all fire safety systems and emergency response assets at GMIA.

General Mitchell International Airport GIS (Milwaukee, WI)
Senior GIS Analyst
Urban GIS amalgamated pavement panel and utility GIS data to be consistent with the new AGIS guidelines.

City of Chicago Power Outage Notification and Tracking System
Project Manager
Urban GIS improved the city's power outage application, allowing for greater in-depth reporting, visualization, and access to outage information.

Midwest High Speed Rail Association Spatial Analysis and Visualization (Chicago, IL)
GIS Analyst
Urban GIS provided maps and data showing the benefits of a proposed high-speed rail line in Illinois.
ties, and connect regional resources.

Metropolitan Water Reclamation District Enterprise GIS (Chicago, IL)
GIS Analyst
Urban GIS established an enterprise GIS data repository which permits GIS data to be readily accessed and used.

Relevant Prior Experience

GIS Consultant (2008–2009)
Providence Emergency Management Agency
Developed and implemented GIS system. Compiled, analyzed, and built geodatabases. Taught ArcGIS and GIS fundamentals to staff and provided technical support.

Designer (2007–2009)
Global Map Technologies, Providence, RI
Designed and marketed a street map of metropolitan Providence that is sold across the country at Barnes and Noble and other retail outlets.

GIS Analyst (2005–2008)
Provstat, Office of the Mayor, City of Providence, RI
Developed process for mapping and updating geographic data. Compiled, analyzed, and mapped data to evaluate City operations. Created databases, made maps, and performed GIS analysis. Taught ArcGIS to City staff.

GIS Analyst (2002–2005)
Pittsburgh Citistat, Office of Management and Budget, City of Pittsburgh, PA
Compiled, analyzed, and mapped data. Researched and analyzed City service delivery and worked with City departments to establish program objectives and performance measures.

Urban GIS
your world, your way

Yvette Hernandez

GIS Analyst/Project Manager

Mrs. Hernandez is a proactive and dynamic team player with extensive experience managing projects across a variety of industries, ranging from automation engineering to infrastructure asset management. Her focus on delivering results makes her uniquely suited to take on large projects with minimal direction. She currently oversees the training and management of a technical database development team for a multi-million dollar municipal asset data conversion project.

Expertise

GIS Applications/Tools

- ArcGIS 9.x and 10.x, Spatial Analyst, Network Analyst, Arc Business Analyst Online
- Geodatabase Administration
- Data Evaluation
- Needs Assessment
- Strategic Planning
- Project Management
- Spatial Analysis
- Statistical Analysis
- Data conversion and creation
- PostgreSQL
- pgAdmin
- Python (ArcPy)
- Distributed Geodatabase
- Data Reviewer
- ArcGIS Online
- Arc Server

Other Tools

- Familiarity with Word, Excel, Outlook, PowerPoint, Photoshop, Adobe Acrobat, Concordance, and SharePoint, MS Project, MS Visio, and MS Access
- Some experience with C++ and custom programming interfaces

Education

Northern Illinois University, Dekalb, IL
B.S., Meteorology, (2011)

Columbia College Chicago, Chicago, IL
B.A., Business Management, Dean's List with Honors (2005)

Urban GIS Project Experience

Chicago DOT Streetlight Database Development and GIS Mapping
Project Manager
Chicago maintains traffic and streetlight assets on every block. To properly inventory, maintain, and assess electrical usage, Urban GIS was commissioned to develop a comprehensive database and user-friendly data mapping interfaces that allow maintenance workers to query and report on light locations and attributes. This database allows the City and ComEd to accurately understand the conditions of multiple attributes at each street and traffic light location (including the number of lights, bulb type, etc.) to more accurately manage electric consumption for costing and billing purposes.

Chicago DOT Arterial Street Pavement Condition Assessment Program
GIS Analyst
Urban GIS played an integral part in the implementation of a GIS based City-wide arterial street pavement condition assessment program. This program was implemented on the City's Arterial/Collector street system which consists of approximately 1050 centerline miles (more than 2800 lane miles). Urban GIS leveraged its engineering knowledge and familiarity with City and State data systems to effectively provide the following services: data creation and analyses, supporting documentation and data requirements, converting existing data files, mapping, developing a city-wide route system and linear referencing system (LRS), creating web-based mapping tools, and training City staff on applications developed to support the program.

General Mitchell International Airport Emergency Response Mapping (Milwaukee, WI)
GIS Analyst
Urban GIS built a comprehensive database mapping all of the current fire safety systems and emergency response assets at GMIA. This database construction required an extensive internal and external field inventory of the systems' attributes.

General Mitchell International Airport GIS (Milwaukee, WI)
GIS Analyst
Urban GIS was tasked with amalgamating existing pavement panel and utility GIS data to the new AGIS guidelines. A second task was the attribution of non-photo-identifiable attributes in the AGIS data or airfield, man-made structures and surface transportation features as assigned. In addition, Urban GIS collected and incorporated outside data sources such as parcels, zoning, land use, municipal, county and state boundaries and environmental data into the final deliverable.

Zhong Chen, PE, PLS
President

Project Role
Project Manager

Education
MSCE, Illinois Institute of Technology, 1991
BSCE, Illinois Institute of Technology, 1989

Registrations
Professional Land Surveyor, IL
#035-003299
Professional Engineer, IL
#062-048029
Professional Engineer, WI
#29722-6
Professional Engineer, IN
#PE19700493

Affiliations
ASCE, Member
ACEC, Member
IRTBA, Member

Previous Experience
Illinois Institute of Technology, 1992-1995
Avila & Associates, 1989-1994

Computer Skills
MS-DOS, Unix, Windows, Windows NT, Novell Netware
C, Fortran, Basic
MicroStation, AutoCAD, GeoPak, SAP92, Microsoft Office
IBM-PC compatible hardware installation and testing

Publications
Mohammadi, Guralnich and

Zhong Chen founded Dynasty Group, Inc. in 1994 after completing his master's degree with more than five years previous consulting experience. Under his leadership, Dynasty has completed many civil engineering and surveying projects with fees ranging from a few thousand dollars to hundreds of thousands of dollars. Mr. Chen has been involved in several high profile projects in the Chicagoland metropolitan area. Among those are the Midway new terminal development, Central Area Circulator, and the O'Hare International Terminal projects. He specializes in project and construction management as well as civil design and survey.

Relevant Experience

Airport Pavement Management System Update
Illinois Department of Transportation
Subconsultant to Applied Pavement Technology, Inc.
Dynasty Group provided assistance with an update of the Illinois Department of Transportation's airport pavement management system plan. We assisted with the pavement condition index (PCI) inspections by marking out sample units to inspect and record pavement distress information. As Project Principal, Mr. Chen was responsible for managing the overall progress of the work to ensure that the project was completed on time and on budget. Mr. Chen also was in charge of all the office activities and assisted the survey manager in assigning the appropriate staff to this project.

Circle Interchange: 1-90/94 at 1-290/Congress Parkway (2012)
Subconsultant to AECOM and TranSystems
As the subconsultant, Dynasty provided Phase I Engineering services as a part of the preparation of a Preliminary Engineering and Environmental Study for the improvement of the 1-90/94 at I-290/Congress Parkway (Circle Interchange). These services included evaluating the operation of the Circle Interchange, mainline and adjacent roadway network of the 1-90/94 at I-290/Congress Parkway, identifying improvements needed to address safety and operational deficiencies, preparation of an Access Justification Report, complete bridge inspections and preparation of Bridge Condition reports, data collection, preparation of base maps, traffic studies, geometric studies, intersection and interchange design studies, traffic maintenance analysis, Location Drainage Study (LDS), and pump station analysis. As Project Principal, Mr. Chen was responsible for managing the overall progress of the work to ensure that the project was completed on time and on budget. Mr. Chen also was in charge of all the office activities and assisted the survey manager in assigning the appropriate staff to this project.

Engineering Services for Testing, Monitoring, and Evaluations

Chen, "An Integrated System for Evaluation, Rating, and Management of Bridges", presented at and published by ASCE, Urban Transportation Division's Forth International Conference on Microcomputers in Transportation, July 22-24, 1992 in Baltimore, MD.

Yu Chen, Ding Chen and Mr. Chen, "A Plan of Static and Dynamic Analysis for a Large Special Structure by Finite Element Method", presented at and published by the Second Canadian Conference on Computing in Civil Engineering, 1992, in Ottawa, Canada.

Illinois Deparment of Transportation
Subconsultant to Applied Pavement Technology, Inc.
As Project Principal, Mr. Chen was responsible for managing the overall progress of the work to ensure that the project was completed on time and on budget. Mr. Chen also was in charge of all the office activities and assisted the survey manager in assigning the appropriate staff to this project.

O'Hare International Airport Runway 4R-22L
Chicago Department of Aviation, Chicago, IL
Subconsultant to Reynolds, Smith & Hills, Inc.
As Project Principal, Mr. Chen was responsible for overall project schedule and quality of the project which included: providing the cost estimate of the project, planning the field data collection, drawing preparation, and QA/QC of the final product.

O'Hare Runway 4L/22R Rehabilitation
Chicago Department of Aviation, Chicago, IL
Subconsultant to McDonough Associates, Inc.
As Project Principal, Mr. Chen was responsible for managing the overall progress of the work and ensuring that the information and documents delivered to the client met the project standards and fulfilled the scope of work. Mr. Chen was also responsible for the management of all of the office activities and assisted the survey manager with assigning the project staff.

Design Survey for Runway 4L-22R Rehabilitation
Chicago Department of Aviation, Chicago, IL
Subconsultant to Applied Pavement Technology
As Project Principal, Mr. Chen managed the overall progress of the work and ensured that the project was done on time and on budget.

Task Order Engineering Services
Chicago Department of Aviation, Chicago, IL
Subconsultant to McDonough Associates, Inc.
As Project Principal, Mr. Chen managed completion of assignments including monitoring and controlling project costs and scheduling, QA/QC, cost estimates, and ensuring DBE goals were met.

O'Hare Airport Pavement Management Program
Chicago Department of Aviation
Subconsultant to Applied Pavement Technologies
As Project Principal, Mr. Chen was responsible for managing the overall progress of the work to ensure that the project was completed on time and on budget. Mr. Chen also was in charge of all the office activities and assisted the survey manager in assigning the appropriate staff to this project.

Midway New Terminal Project
Chicago Department of Aviation, Chicago, IL
Subconsultant to McDonough Associates, Inc.
As Project Manager, Mr. Chen performed various design engineering tasks, including design of the horizontal and vertical roadway alignment for the portions of the project listed above. Mr. Chen was also responsible for managing the overall progress of the work and ensuring that the information and documents delivered to the client meet the project standards and fulfilled the scope of work.

I-355 South Extension
Illinois State Toll Highway Authority, Will County, IL
Subconsultant to EarthTech
As Project Principal, Mr. Chen was responsible for the overall project scheduling and the quality of the project, which included: providing cost estimates, planning field data collection, and QA/QC.

Thornton Quarry
Illinois State Toll Highway Authority, Will County, IL
Prime Consultant
As Project Principal, Mr. Chen supervised all aspects of surveying tasks including using the CYRAX 3D laser scanner to collect data for the quarry cut underneath the I-80/294 bridge creating point clouds. This data was then processed and used to create a two-dimensional cross section plan drawing. The critical issue of this project was the rock excavation against a complex three-dimensional easement.

I-355 South Extension
Illinois State Toll Highway Authority, Will County, IL
Subconsultant to HNTB
As Project Principal, Mr. Chen was responsible for the project scheduling and the quality of the project, which included: providing cost estimates, planning field data collection, and QA/QC.

Roger B. Hui
Mobile Data Acquisition Manager

Project Role
Mobile Data Acquisition Manager

Education
MS- Engineering, Purdue University, West Lafayette, IN
BS- Electrical Engineering, University of Illinois, Champaign, IL

Previous Experience
Nokia-Navteq: 1999-2013
Electronic Data Systems Corp.: 1991-1999
University of Illinois Department of Electrical Engineering: 1990

Computer Skills
C, C++, Java, Oracle, embedded systems, Python, MatLab, GPS/INS, Windows/UNIX/Linux Admin, Microsoft Office

Publications
James Lynch and Roger Hui. "Integrated Multi-Sensor Mobile Collection and 3D Hybrid Viewing System." The International LiDAR Mapping Forum 2010.
James Lynch, Xin Chen, and Roger Hui. "A Multimedia Approach to Visualize and Interact with Large Scale Mobile LIDAR Data." ACM Multimedia 2010.
Xin Chen, Matei Stoila, James Lynch, Narayanan Always, Bad Kohlmeyer, Jeff Bach and Roger Hui. "Towards Next Generation Map Making." IEEE International Conf on Multimedia and Expo 2009.
Kushner, Mark J., Helen H. Hwang, Krostopher James, and Roger Hui. "Fluorocarbon Impurities in KrF Lasers."

Roger B. Hui joined Dynasty Group, Inc. in 2013 as the manager of Mobile Data Acquisition. Mr. Hui has worked in R&D of hardware and software development has been a project manager of global deployments of multi-million dollar technology platforms. He specializes in GPS systems, digital imagery, 3D sensors, and system integration.

Relevant Experience

Dynasty Group: 2013 to Present
Mobile Data Acquisition Manager
Mr. Hui is responsible for mobile data capabilities development. He is responsible for building in-house mobile sensor systems and online data sharing infrastructure. He has also developed new business opportunities with mobile mapping, surveying, and GIS partners.

Engineering Services for Testing, Monitoring, and Evaluations
Illinois Deparment of Transportation
Dynasty Group Inc provided engineering resources for pavement friction testing and data collection. Testing was performed using special equipment mounted on vehicle and trailer. Coupled with onboard computer controls, the system creates and measures pavement friction properties under various surface conditions. As project manager, Mr. Hui was responsible for overall project resource management, scheduling, data QA/QC, delivery, and client interface.

NOKIA-NAVTEQ: 1999 to 2013
Manager: Global Operations Technologies (2012-2013)
Mr. Hui was responsible for managing global data collection operations for the creation of digital maps. This included leading the quality team to design and the implementation of rapid QA process for NOKIA's 3D and imagery data acquisition, correcting systemic data errors affecting NOKIA maps and applications quality on the Lumia phones. He also developed an IT solution for hosting and the transfer of terabytes of mapping data from European offices to production centers globally to enable NOKIA deployment and product deliverables. He also created aerial imagery access with optimization from cloud, which reduced data licensing costs by $1 million per annum.

Manager: Location Content Research (2010-2012)
Mr. Hui was responsible for production and deployment of joint NOKIA-Microsoft 3D collection vehicles, and leading the research team to develop mobile indoor and pedestrian software and systems. He led technical coordination of rapid root-cause analysis and remedy

Journal of Applied Physics, 1 Jun. 1991: 7419-7424.
Kushner, Mark J., Helen H. Hwang, Kristopher James, and Roger Hui. "The effect of CF_4 Impurities on Operation of the Electron-Beam Excited KrF Laser." Gaseous Electronics Conference. 1990.

of faulty multi-million dollar 3D mapping platforms and redeployed the system to meet Microsoft and NOKIA imagery and mobile 3D products deliverables. Mr. Hui managed a team to develop an indoor mapping platform using gyros, lasers, and cameras. This was used to pilot a student mobile application jointly by NOKIA and the University of Notre Dame. He developed R&D technology showcase at industry events, Sales/Marketing meetings, internal executive reviews and led more than 100 customer meetings at R&D lab annually as a key success factor in sales wins. He led design and built up of a new state of the art R&D lab, incorporating IT technologies for storage, transmission, and visualization of big data to support advanced NOKIA research.

Lead Engineer: Research and Emerging Technologies (2009-2010)
Mr Hui was responsible for leading the development of mapping platforms in a joint venture with Microsoft. He managed research staffs and engineering team to develop new product opportunities for NOKIA. Led development of QA process for calibration of new Microsoft/NOKIA mapping platform delayed by technical and relationship difficulties. Successfully deployed systems globally on time and on metrics. Managed research of pedestrian system to develop 3D and imagery platform with University of Illinois and Notre Dame. Nurture key relationships with universities to foster on-going research collaborations. Researched location-based application with NOKIA indoor positioning technologies that resulted in a mobile shopper application pilot at a regional grocery store. Managed project with North Carolina Department of Transportation using NOKIA mapping sensors to survey road feature quality, and presented results at road survey conference hosted by NCDOT. Developed IT asset tracking and network access of mapping vehicles using GPS tracker and mobile broadband; enabling safety, security, remote diagnostics and performance metrics.

Senior Engineer: Research and Emerging Technologies (2006 – 2009)
Mr. Hui was responsible for overall R&D projects that leverage emerging technologies to enable new products for NAVTEQ, while improving efficiency and quality using automation. Led project team to develop an advanced 3D data collection system, which enabled a major shift in NOKIA's product strategy from 2D to 3D maps, and launched numerous 3D-imagery products. Directed R&D of street-level imaging system and computer vision algorithms from concept to deployment enabling direct map creation from imagery. Managed project to develop a system for logging road curvature and elevation for BMW's driver safety application. Developed and deployed system ahead of schedule for customer win. Directed R&D of pedestrian hardware platforms with 3D-imagery sensors. Led deployment of pilots

at O'Hare International and Disney World for pedestrian applications research.

Software Engineer: Advanced Engineering Lab (1999 – 2006)
Mr. Hui developed embedded reference platforms for testing digital map DB in navigation system. Wrote NAVTEQ suite of navigation tools including positioning, map display, and routing for embedded systems. Developed software to auto-QA the 3D virtual building models in the digital maps. Developed Java and C software to enable Canadian postal services data in map database.

Dynasty Group
Engineers & Surveyors

Ding Chen
Engineer

Project Role
Engineer

Education
MSCE, Beijing Polytechnic University, 1998
BSCE, Beijing Design and Research Institute of Architectural Design, 1984

Previous Experience
Beijing Jing Lian Design Office, 1998-2000
Civil & Architectural Unit of Beijing Petrol-Chemical Engineering Co., 1984-1998

Computer Skills
Windows 2000, AutoCAD, MicroStation, Geopak, and Structure Analysis Program SAP series

Ding Chen joined Dynasty Group, Inc. in 2000 with more than 16 years of previous consulting engineering experience. He specializes in project management as well as civil and structural design and survey. Mr. Chen has worked on many projects, including multiple CTA and IDOT projects generating topographic survey drawings. Additionally, he has helped IDOT with the Airport Pavement Management System plan and PCI inspections.

Relevant Experience

Airport Pavement Management System Update
Illinois Department of Transportation (IDOT) Chicago, IL
Sub-consultant to Applied Pavement Technology, Inc.
Dynasty Group provided assistance with an update of the Illinois Department of Transportation's airport pavement management system plan. We assisted with the pavement condition index (PCI) inspections by marking out sample units to inspect and record pavement distress information. As an engineer, Mr. Chen assisted Applied Pavement Technology, Inc. with the update of the airport pavement management system and PCI.

CTA Wilson Station Reconstruction (2012)
Chicago Transit Authority (CTA) Chicago, IL
Sub-consultant to HNTB
As part of its Capital Improvement Plan, the CTA undertook the reconstruction of the Wilson Street Station in order to make it a transfer station so that riders could transfer between the Red and Purple Lines at that stop. Dynasty's scope of work for this project included providing survey baseline, establishing controls and performing LIDAR and topographic surveys. As Engineer, Mr. Chen was responsible for generating topographic survey drawings using Microstation and Geopak.

CTA North Line Seven Station Rehabilitation Project (2012)
Chicago Transit Authority (CTA) Chicago, IL
Sub-consultant on the Lochner-Kiewit Design-Build team
This was the first project for the CTA using the innovative design-build procurement method. The project provided design and construction services to the CTA for the rehabilitation of seven rail stations on the CTA's North Red Line. Dynasty's scope of work for this project included providing survey baseline, establishing controls and performing LIDAR and topographic surveys. Additionally Plats of Surveys were provided. As Engineer, Mr. Chen was responsible for generating topographic survey drawings using Microstation and Geopak.

CTA Red Purple Line Modernization (RMP) Project Tier 1 Environmental Impact Statement (EIS)
Chicago Transit Authority (CTA) Chicago, IL
Subconsultant to CDM Smith Inc.

Dynasty Group provided engineering services including obtaining survey-level information for the existing corridor in CAD and GIS formats. As Engineer, Mr. Chen was responsible for quantity documentation.

CTA Red Line Dan Ryan Reconstruction (2012)
Chicago Transit Authority (CTA) Chicago, IL
Sub-consultant to T.Y. Lin International Group
Dynasty Group performed the topographic survey using 3D terrestrial laser scanning, total station, digital level, rapid static and RTK GPS. To validate the 3D laser scanning data, sufficient data redundancy was created by using total stations. Ground-penetrating radar (GPR) and other nondestructive testing techniques were used for underground utility identification, ballast evaluation and buried drainage structure locating. As Engineer, Mr. Chen was responsible for generating topographic survey drawings using Microstation and Geopak.

I-294 (Willow to Lake Cook Road) (2010)
Illinois State Toll Highway Authority
Subconsultant to Knight E/A
Phase III engineering services were required for the management of all construction contracts associated with the proposed improvements of the Tri-State Tollway. Dynasty Group was responsible for providing construction engineering on this. As Engineer, Mr. Chen was responsible for quantity documentation.

I-55 (US Route 30 to Weber Road) (PTB 140, Item 2) (2010)
Illinois Department of Transportation
Subconsultant to Knight E/A, Inc.
Phase III engineering services were required on the Stevenson Expressway (I-55), for the inside pavement widening of three 12-foot lanes in each direction with adjacent 6.5-foot inside shoulders separated by concrete barriers. Dynasty Group provided professional construction surveying services. As Engineer, Mr. Chen was responsible for quantity documentation.

Amtrak 14th Street Yard (2009)
City of Chicago, Department of Transportation
Subconsultant to HNTB
Dynasty Group established horizontal and vertical controls, completed topographic survey within the project limits, took spot elevation shots, documented utilities, prepared the existing topographic survey drawing, developed the track centerline alignment and provided CADD files in Microstation and Auto CAD format. As Engineer, Mr. Chen was responsible for generate topographic survey drawing using Microstation and Geopak.

Matthew J. Rosa
Engineer

Project Role
Construction Inspector

Education
BSCE, Purdue University – Calumet, 1981

Previous Experience
U.S. Army Corp of Engineers, 2004-2005
Great Lakes Dredge & Dock Co., 1982-2003
Bates & Rogers Construction Corp., 1981-1982

Certifications
IDOT class S-14, Documentation of Contract Quantities – 06-0327
(valid until 3/1/2013)

Matthew Rosa joined Dynasty Group, Inc. in 2005 with more than 24 years of engineering experience. Mr. Rosa has been involved in several projects in the Chicagoland Metropolitan Area. Among those are as Head of the District Survey Department for the U.S. Army Corp of Engineers. Project management for harbor construction of Trump Casino in Indiana and Construction layout of blue line to O'Hare International Airport. He specializes in construction inspection and survey.

Relevant Experience

Airport Pavement Management System Update
Illinois Department of Transportation (IDOT) Chicago, IL
Sub-consultant to Applied Pavement Technology, Inc.
Dynasty Group provided assistance with an update of the Illinois Department of Transportation's airport pavement management system plan. We assisted with the pavement condition index (PCI) inspections by marking out sample units to inspect and record pavement distress information. As Field Engineer, Mr. Rosa was responsible for: reviewing construction plans and specifications, checking for construction feasibility, documenting construction activities, checking construction layout, as well as performing as-built services.

Circle Interchange: 1-90/94 at 1-290/Congress Parkway (2012)
Subconsultant to AECOM and TranSystems
As the subconsultant, Dynasty provided Phase I Engineering services as a part of the preparation of a Preliminary Engineering and Environmental Study for the improvement of the 1-90/94 at I-290/Congress Parkway (Circle Interchange). These services included evaluating the operation of the Circle Interchange, mainline and adjacent roadway network of the 1-90/94 at I-290/Congress Parkway, identifying improvements needed to address safety and operational deficiencies, preparation of an Access Justification Report, complete bridge inspections and preparation of Bridge Condition reports, data collection, preparation of base maps, traffic studies, geometric studies, intersection and interchange design studies, traffic maintenance analysis, Location Drainage Study (LDS), and pump station analysis. As Field Engineer, Mr. Rosa was responsible for reviewing construction plans and specifications, checking for construction feasibility, documenting construction activities, checking construction layout, as well as performing as-built services.

159th Street and CN Railroad (IDOT PTB 147, Item1)
Illinois Department of Transportation, Cook County, IL
Subconsultant to Globetrotters Engineering Corporation
As Field Engineer, Mr. Rosa was responsible for performing the

construction engineering services including the following services: inspection, stake out, as-built services, and checking construction layout.

I-355 South Extension (I-80 to US 6)
Illinois State Toll Highway Authority, Will County, IL
Subconsultant to Globetrotters Engineering Corporation
As Field Engineer, Mr. Rosa was responsible for many tasks involving construction inspection and engineering services. These tasks included: reviewing construction plans and specifications, checking for construction feasibility, documenting construction activities, checking construction layout, and performing as-built services.

Open Road Tolling: Army Trail, Edens and Boughton Rd.
Illinois State Toll Highway Authority
Subconsultant to Globetrotters
As Field Engineer, Mr. Rosa was responsible for: reviewing construction plans and specifications, checking for construction feasibility, documenting construction activities, checking construction layout, as well as performing as-built services.

Previous Experience:

U.S. Army Corp. of Engineers
Chicago District
Head of District Survey Department. Responsibilities included representing the District concerning all survey needs, advising district personnel on project survey requirements and needs, estimating and preparing scopes of work, and administering A-E survey contractors and contracts. He also performed investigative field surveys and reviewed and approved survey data submittals and estimates.

Great Lakes Dredge and Dock Co.

- Responsibilities as a project engineer included: reading, interpreting, and implementing the plans, specifications and standards as they apply to the projects; directing a staff of field engineers performing construction surveys, quality control testing and sampling, and daily progress reporting; assisting the project manager and coordinating with the owner's representative and inspectors; directing, coordinating and inspecting subcontractor's activities and progress; monitoring, requisitioning, and tracking supplies and materials; and preparing the monthly billing quantities and paperwork.
- Responsibilities as a superintendent were to manage the project, which included planning and scheduling equipment, materials, directing the work force and to build the project to

specification and within budget; and supervising site personal and activities on a daily basis to assure a quality product and the integrity of the company.

- Mr. Rosa was a part of estimating construction projects from $1 million to $100 million. His areas of coverage on these estimates have ranged from earthworks, to pile driving and structural steel, stone work in jetties, breakwaters, shore protection, roadways, concrete and soliciting subcontractors. He used various estimating programs for civil construction project.

Bates and Rogers Construction Corp.
Mr. Rosa was a Field Engineer responsible for surveying and layout during the construction of a Train Terminal and Repair Facility on the CTA commuter line heading into O'Hare Airport.

Jeffrey C. Dragowski, EIT
Engineer

Project Role
Document Technician

Education
MSCE, Illinois Institute of Technology (IIT), Chicago, IL Anticipated Graduation: December 2013
BSCE, Southern Illinois University Carbondale (SIUC), Carbondale, IL May 2012

Certifications
IDOT Documentation Certificate: 13-0489
EIT Number: 061037907

Previous Experience
Roadway/intersection survey, Rail survey, Topo/Boundary Survey, perform engineering calculations and judgment, research, field checks
President, Engineers Without Borders, Carbondale, IL, January 2011 - May 2012
Student Engineer/ Construction Worker, Engineers Without Borders, Pimienta, Honduras, August 2011

Computer Skills
Cyclone (point Cloud Survey and registration of databases), Leica Geosystems, Geopak (survey models, alignments, and cross sections), MicroStation, CADD, HEC-RAS, Microsoft Office, STAAD.Pro, ArcGIS, AutoCAD (construction detail sheets), Revit (point cloud rendering)

Jeffrey C. Dragowski joined Dynasty Group, Inc. in 2012 as a civil engineer. Mr. Dragowski has his BSCE, which he completed in May of 2012, and is currently working on his MSCE at the Illinois Institute of Technology (expected completion: December, 2015). Mr. Dragowski's experience since joining Dynasty Group includes roadway/intersection survey, rail survey, topo/Boundary survey, and performing engineering calculations, field checks and judgment. Mr. Dragowski's previous experience prior to joining Dynasty Group includes scheduling, project management, and professional procedures and construction techniques as the President of his chapter of Engineers Without Borders during his undergraduate studies where he traveled to Honduras and was an integral member in the construction of a culvert bridge.

Relevant Experience

Circle Interchange: I-90/94 at I-290/Congress Parkway (2012)
Subconsultant to AECOM and TranSystems
As the subconsultant, Dynasty provided Phase I Engineering services as a part of the preparation of a Preliminary Engineering and Environmental Study for the improvement of the I-90/94 at I-290/Congress Parkway (Circle Interchange). These services included evaluating the operation of the Circle Interchange, mainline and adjacent roadway network of the I-90/94 at I-290/Congress Parkway, identifying improvements needed to address safety and operational deficiencies, preparation of an Access Justification Report, complete bridge inspections and preparation of Bridge Condition reports, data collection, preparation of base maps, traffic studies, geometric studies, intersection and interchange design studies, traffic maintenance analysis, Location Drainage Study (LDS), and pump station analysis. As Engineer, Mr. Dragowski was responsible for assisting with the processing of the scanned data for this project. Additionally, he used the scanned data to produce vital virtual survey data which laid the groundwork in creating the final MicroStation drawing.

CTA Wilson Station Reconstruction (2012)
Chicago Transit Authority (CTA) Chicago, IL
Subconsultant to HNTB
As part of its Capital Improvement Plan, the CTA undertook the reconstruction of the Wilson Street Station in order to repurpose the station to a transfer station. Dynasty's scope of work for this project included providing survey baseline data, establishing controls and performing LIDAR and topographic surveys. For this project, Mr. Dragowski was responsible for the processing of the scanned data (registration of point cloud model), using the scanned data to perform baseline and topographic surveys, as well as to create TruViews, .pts,

and .pod files. These duties have provided Mr. Dragowski with inside-out knowledge of the time these tasks require and make him an ideal candidate for project scheduling and coordination.

Roosevelt Road Western Avenue to Lake Shore Drive Traffic Signal Interconnect Design Engineering Services (2012)
City of Chicago
Subconsultant to HNTB Corporation
Dynasty Group provided a full topographic survey of six intersections for traffic signal modernization. Deliverables for this project were delivered raw as an ASCII text file, and MicroStation V8 drawing. Mr. Dragowski was responsible for assisting with the processing of the scanned data for this project. Additionally, he used the scanned data to produce vital virtual survey data which laid the groundwork in creating the final MicroStation drawing.

Project Role
Verification Database Developer

Education
Illinois Institute of Technology, MS in Computer Science, 2012
Nanchang University, China, BS in Software Engineering, 2010

Previous Experience
Illinois Institute of Technology, 2011
Scalable Computing Software Lab, IIT, 2011
Nanchang University, China, School of Software, 2010

Computer Skills
JavaScript/HTML, C#, Java, C/C++; Ajax, jQuery, ASP.NET, Silverlight, Adobe Flex, JSP, Servlet, PHP, MS SQL, My SQL; Windows (API), Linux (Bash Script); design patterns (OOP)

Honors/Awards
Microsoft Specialist Certificate: Programming in HTML5 with JavaScript and CSS3
High Academic Achievement Honor, IIT
Outstanding Graduate Design (Thesis), Nanchang University
Baosteel Scholarship by Baosteel Education Foundation
National Scholarship, Ministry of Education of China

Qi Zhao joined Dynasty Group, Inc. in 2011 while completing his MS in Computer Science at the Illinois Institute of Technology with three years of prior experience.

Dynasty Group Project Experience

uGRIDD Website Development
Mr. Zhao's role in uGRIDD's website development includes managing the uGRIDD R&D team, designing website system architecture and contributing source code for most key functions. He also has implemented uSHOW (web-based tools to make maps) using JavaScript, HTML, Ajax, and Web APIs. He is also responsible for database administration, release management, production deployment, and site reliability.

CTA Dan Ryan Track Renewal
Chicago Transit Authority (CTA) Chicago, IL
Subconsultant to TY Lin
The CTA undertook a major track renewal program of the Dan Ryan Red Line to improve the quality of Segment A, which extends from the subway portal near 16th/Clark and a designated location near 37th Street. The scope of work included technical oversight and coordination; topographic, geotechnical, environmental, and drainage surveys, including a photographic log of the entire Dan Ryan Red Line Corridor. For this project, Mr. Zhao developed a tool to automatically overlay Leica TruView on top of web-based map (TruView2Map), developed a tool to georeference spreadsheet data onto map (Data2Map), and implemented back end API support and user management functions for the project webpage.

Web System Development and Data Hosting
Dynasty Group, Inc. designed and developed a software system website for a large petroleum company that would host facility / asset data which included LIDAR, multiple views, and panorama. Dynasty Group, Inc. did the data conversion and manipulation that was collected. The website had multiple handles for the different sites and locations of facilities. The website is able to take comments from users to better the website as it is used and has an interactive graphical interface for an easier use and integration with maps to include real world geopositioning. The website came with manuals for accessing for ease of use. Dynasty Group, Inc. is currently researching data processing workflow automation to view. Mr. Zhao managed the software development team, and designed the system, database, and implemented it. He also developed a tool to reference hotspots on panorama, developed a map interface with different types of facility data, and did all system integration, testing, and deployment.

Relevant Experience Prior to Dynasty Group

Illinois Institute of Technology (2011)
Teaching Assistant
As teaching assistant for course CS495/595: Geospatial Vision & Visualization, responsibilities included organizing the activity "Lunch and Learn" at NAVTEQ Headquarters and giving a lecture on the topic of Map API.

Scalable Computing Software Lab, IIT (2011)
Research Assistant
Responsibilities included conducting research on the topic of "collective memory access", aiming at improving memory access time by reducing the number of requests implemented and extending access tracing function on an open source computer architecture simulator *gem5* (C/C++); and running multiple benchmarks (NPB, PARSEC, SPLASH, etc.) on the simulator, resulting in a research report.

Nanchang University, School of Software, China (2010)
Pertaining to the project topic "Property Fee Calculating and Charging System" responsibilities included designing for a property management company in Nanchang, dealing with complicated requirements and business logic for fee calculating using ASP.NET MVC 2, LINQ, jQuery, and Web Service; resulting bachelor's degree thesis.

Dynasty Group
Engineers & Surveyors

Zhou Fang
Engineer

Project Role
Engineer

Education
Illinois Institute of Technology, Stuart School of Business, MBA
Guangdong University of Technology, Bachelor of Macromolecule Material and Engineering, 2008

Previous Experience
Organic School Project (a 501c3 corporation), 2010
Greg Christian Consulting, 2010
ARK Web Studio, 2008-2009

Computer Skills
Adobe Photoshop, Adobe Dreamweaver, Adobe InDesign, Ulead Video Studio, SPSS, HTML, CSS, PHP, MySQL, Javascript, Joomla, Wordpress

Zhou Fang joined Dynasty Group, Inc. as an engineer and has experience designing using Adobe Photoshop, Dreamweaver, and InDesign, and also has experience using Ulead Video Studio and Javascript. He has also designed websites using Joomla and Wordpress and is proficient at HTML, SPSS, CSS, and PHP.

Relevant Experience

Organic School Project (a 501c3 corporation) (2010)
Technical Management Coordinator Intern
Responsibilities for OSP included redesigning the OSP business logo; building the company website using Joomla; optimizing search engine marketing and the google ranking of the OSP website; managing and updating the website's contents; and writing the report to record the website's updates; social media and technical support – installing Joomla extensions and using them to connect with "Facebook Likes" and "Retweeting"; creating online marketing plans with the marketing team; and designing email newsletters,

Greg Christian Consulting (2010)
Website Management Coordinator Intern
Responsibilities for GCC included building the company website using Joomla; social media technical support; and writing the instruction manual for the website and the new plug-in.

ARK Web Studio, China (2008-2009)
Process Director
Responsibilities for ARK Web Studio included leading the team to build the website for clients; designing business logos for clients; designing graphic advertisements; and learning and practicing how to do search engine optimization.

John Carlee
Cartographic Technician

Project Role
GIS Technician

Education
University of Wisconsin-Madison, Bachelors of Science in Geography, May 2009.

Previous Experience
Cartography Technician- Garmin, International (February 2010 – July 2012)

Computer Skills
ArcGIS Suite, Microsoft Office, Adobe Illustrator, Mapinfo, SQL Server, Python Programming Language

John Carlee joined uGRIDD Corporation in 2012 with three years of professional GIS experience. His background in GIS and cartography has helped Mr. Carlee to develop over 130 new valuable geographic data sets for uGRIDD.com. Of these data sets, users of the site find the survey control benchmarks, georeferenced national bridge inventory, and county tax and plat map location based search. Mr. Carlee's expertise has been instrumental in improving the access of information on a GIS level by integrating geospatial orientation with valuable and difficult to access data.

Data Manipulation
Mr. Carlee checks all raw data used by uGRIDD for assessment, cleanup, and QA/QC. His duties include asset management inventory assignment and upkeep, database maintenance, and geospatial file manipulation. He also specializes in making confusing/hard to access data understandable and accessible.

uGRIDD Projects

In an effort to improve data accessibly and management, Mr. Carlee has applied his geospatial expertise to develop a number of geographic indexing layers.

National Bridge Inventory
One of Mr. Carlee's most successful undertakings was bringing the poorly formatted National Bridge Inventory (NBI) online as a geographic point layer. When uGRIDD introduced the NBI mapping layer in March 2013, no one had successfully turned this national text-based database into a geo-referenced, easy to search data set with full inspection datasheets. This important resource would not exist for public consumption without Mr. Carlee's proficiency in GIS and Cartography

Aerial LiDAR
In October of 2013, uGRIDD completed an initiative to provide a new way for professionals to access all publically accessible Aerial LiDAR data in the United States. To accomplish this bold task, Mr. Carlee transformed outdated index systems into fully geo-referenced polygonal layers that provide immeasurable value and time-saving to those searching for LiDAR data. uGRIDD offers LiDAR data in 34 states across 24 projects and an impressive 500,000+ polygonal index records in the GIS Database.

City of Chicago 80-Acre Maps
To find and download active 80-Acre Map sheets from the City of Chicago is a laborious and confusing process; in order to increase the ease-of-access for this information, Mr. Carlee created a point-based

data set by calculating centroid locations for every sheet provided by the city. As a result of Mr. Carlee's work, interested parties can simply use a location of interest to find the maps they require.

County Tax Maps
Mr. Carlee also applies the same principles of geographic indexing to various counties in Illinois and beyond. Within Illinois, uGRIDD now provides users an opportunity to easily access all tax maps for Kane, Lake, Will, and Winnebago counties. Additionally, over 30 additional counties have their tax maps covered by uGRIDD across the United States. The experience of taking individual records with no defined spatial attributes and georeferencing these into a GIS Database makes Mr. Carlee an asset to any project set out to develop or manage a geographic integrated system.

Other Project Layers Completed by John Carlee:

- National Geodetic Survey Monuments
- Highway Mile Markers (IL, MI, NV)
- South East Wisconsin Control Monuments
- Maricopa County, AZ Plat Maps
- Public Land Survey Sections and Townships
- Tarrant County, TX Parcels and Subdivisions

Relevant Experience Prior to uGRIDD .

Garmin, International – Olathe, KS
Cartography Technician (February 2010- July 2012)
Worked collaboratively in the Marine Cartography team to release a mapping product bi-annually. Conducted testing and evaluation of Garmin cartography products. Completed leadership roles on multiple products including region development for Garmin data (e.g.: Finland, Iberian peninsula, Southern Africa), provided cartographic data updates from France and Germany, implemented new inland waterway dataset from Denmark, was the product build lead on final products released to the public. Also during his time at Garmin, International, Mr. Carlee created tide mapping product for brand new, unreleased marine watch, successfully translated all French to English within the group, and introduced a successful framework to increase communication within the group.

EXHIBIT 2

SCHEDULE OF COMPENSATION

The following overhead rates shall be used as permanent overhead rates for the duration of the contract.

Dynatest Consulting, Inc.	179.00%
Dynasty Group, Inc.	143.45%
Patrick Engineering, Inc.	172.00%
Urban GIS	188.98%

Cook County Government

EXHIBIT 2

SCHEDULE OF COMPENSATION

Upper Limit Compensation. The maximum compensation under this agreement may not exceed $400,000.00

Fund Number: 5300.562140.4111

Monthly Invoicing

The Consultant must submit original invoices on a monthly basis to the Department of Transportation and Highways to apply against the contract. Invoices must be submitted in accordance within the mutually agreed upon time period.

Consultant must support each invoice with reasonable detail including Sub-consultant costs. Consultant must maintain complete documentation of all costs incurred for review and audit by the County or its designated representative(s). Consultant must submit each invoice in the format directed by the County and provide with it a progress report in a format acceptable to the County. The progress report should identify any variances from budget or schedule and explain the reasons for the variances.

METHOD OF PAYMENT

COMPENSATION

The following method of compensation for CONSULTANT services is specified where applicable in the AGREEMENT. Compensation shall be in accordance with IDOT requirements for MFT funded Engineering Agreements, as defined in IDOT Bureau of Local Roads and Streets Manual, Chapter 5.

a. Cost Plus a Fixed Fee – Actual Costs reimbursable to the CONSULTANT, plus a Fixed Fee (Profit) as defined in Section b. The Upper Limit of Compensation to the CONSULTANT shall be up to an aggregate $400,000.00.

b. Fixed Fee or Profit – Each work order shall include a Fixed Fee that will be determined by the following IDOT formula:

Fixed Fee = 0.145 [(2.3+R) DL+IHDC]

Where DL = Direct Labor
IHDC = In-House Direct Costs
R = Complexity factor

Low complexity projects will have an R value of zero. This will involve such work as project surveys, routine drafting functions, minor bridges, small rural projects, simple environmental assessments, and location/design reports (rehabilitation).

Complex jobs will have an R value of 0.035. This will involve such work as small urban projects, freeway interchanges, projects on new alignment, freeways, multi-span bridges, complex environmental assessments, and location/design reports (reconstruction/major rehabilitation).

Very complex work will have an R value of 0.07. This will involve such work as multi-level interchanges, movable bridges, complex major bridges, major urban freeways, environmental impact statements, location/design reports (new construction/major reconstruction) and major engineering studies requiring special expertise.

The complexity levels will be given for each item in the professional service bulletins, or proposal request. The published complexity levels will not be open for negotiation. The complexity level set for the project will also apply to subcontracted work.

INVOICES
The CONSULTANT shall submit invoices to the DEPARTMENT'S Transportation & Planning Bureau Chief Engineer using the forms provided by the DEPARTMENT, not more often than monthly.

PARTIAL PAYMENTS
a. Promptly upon receipt, review and approval of properly documented invoices, the DEPARTMENT shall pay or cause to be paid to the CONSULTANT, not more often than monthly, partial payments of the Compensation specified in the AGREEMENT. The DEPARTMENT'S Transportation & Planning Bureau Chief Engineer shall establish that the reported percentage of completion of the Work is reasonable. Payment will be made in the amount of sums earned less previous partial payments and less retainage.

b. The maximum retainage shall not exceed 5 percent of the Upper Limit of Compensation. The retainage shall be 10 percent of the sums earned up to the maximum retainage stated in the AGREEMENT, and then held at this dollar amount until all of the Work is accepted, and then reduced to zero. If the DEPARTMENT chooses to delay acceptance of the Work due to no fault of the CONSULTANT or if a small part of the Work must be delayed appreciably (such as right-of-way staking or checking of structural shop drawings), the DEPARTMENT may elect to reduce the retainage to zero provided, however, that for projects which are to be audited, the CONSULTANT agrees that it will pay the DEPARTMENT all monies as required by the audit.

c. If the method of payment is Cost plus a Fixed Fee, the total amount of any partial compensation shall not exceed the Upper Limit of Compensation multiplied by the approved percentage of completion of the Work. The sums earned shall be the CONSULTANT'S certified reimbursable costs plus that percentage of the Fixed Fee equal to the percentage of completion shown on the Progress Report and approved by the DEPARTMENT. Reimbursable salary costs shall be computed as Direct Salary Costs, plus the agreed percentage of Fringe Benefits shown on the AGREEMENT, plus the
premium portion of overtime wages. Indirect Costs shall be computed as the percentage of Direct Payroll shown in the AGREEMENT. The percentages shown in the AGREEMENT are provisional and may be adjusted from time to time by mutual agreement between the contracting parties to more accurately estimate these costs.

FINAL PAYMENT
a. The CONSULTANT shall submit an affidavit with his final invoice, stating that all obligations incurred by them in performance of the Work have been paid in full. The affidavit shall be on the form prescribed by the DEPARTMENT.

b. If the method of payment is Cost Plus a Fixed Fee, the DEPARTMENT will promptly, upon acceptance of the final submission of the Work, pay the CONSULTANT 100% of the invoice amount (up to the Upper Limit of Compensation).

ADJUSTMENT OF UPPER LIMIT OF COMPENSATION
a. When costs approach 50% of the Upper Limit of Compensation, the CONSULTANT shall review the work accomplished and make an itemized estimate showing costs incurred and costs of services still required to complete his obligation. They shall do the same before costs reach 75% and 90% of the Upper Limit of Compensation. If either of these estimates exceeds the Upper Limit of Compensation, the CONSULTANT shall immediately notify the DEPARTMENT.

b. The DEPARTMENT shall review the estimate and, upon determining that the cost estimate is reasonable and that any costs that should be absorbed by the CONSULTANT due to his own inefficiency and/or errors are not included, shall promptly direct the CONSULTANT to:

(1) Stop work at a logical point when monies due the CONSULTANT are within the Upper Limit of Compensation, or

(2) Continue work under the terms of the AGREEMENT up to an adjusted Upper Limit of Compensation as authorized in writing by the DEPARTMENT. The CONSULTANT waives their right to any payment in excess of the original Upper Limit of Compensation if he has not submitted an estimate of overrun and received such written authorization prior to incurring the excess costs.

ITEMS ELIGIBLE FOR REIMBURSEMENT AS CONSULTANT'S COSTS

a. When the method of compensation includes payment of the CONSULTANT'S actual costs, the following items of cost are reimbursable to the extent that they are in compliance with Federal Acquisition Regulations, Subparts 31.1 and 31.2 and FAPG Chapter 1, Subchapter B, Paragraph 172.

b. Direct Salary Costs are the Direct Productive Payroll (actual wages paid all employees of the CONSULTANT regardless of job classification when directly engaged in work necessary to fulfill the terms of the Agreement) less the premium portion of such wages paid for overtime.

(1) Related costs which are normally paid by the CONSULTANT may include items such as:

(a) Wages paid or accrued for vacation time.

(b) Wages paid for holidays and for sick, military, jury and other authorized leave.

(c) Group and Workmen's compensation insurance costs.

(d) Bonus, incentive compensation or deferred compensation which is an established practice of the firm and which does not exceed the DEPARTMENT'S policy limiting these costs to what it considers reasonable in accordance with the Federal Acquisition Regulations.

(e) Social Security and Unemployment taxes.
(f) Pension or retirement benefits.
(g) Group Medical Plan and Life Insurance Premiums.

(2) The allocation of the related costs shall be in accordance with the CONSULTANT'S established policy and with accepted accounting practices. Generally, these costs will be expressed as a percentage of the Direct Salary Costs.

(3) Salaries of principals and other salaried personnel for the firm may be included in the Direct Salary Costs for all time they are productively engaged in work necessary to fulfill the terms of the AGREEMENT, provided this is the CONSULTANT'S normal practice and that the cost is not also included in Indirect Salary Costs. The maximum amount of the principal's and employee's salary, which the DEPARTMENT will reimburse either directly or indirectly, shall be as determined by the DEPARTMENT'S policy as to what is considered reasonable in accordance with Federal Acquisition Regulations. If principals of the CONSULTANT perform routine services, such as standard design and drafting work which could be performed by lesser-salaried personnel, the wage rates billed directly for these services shall not exceed those rates paid to the CONSULTANT'S salaried personnel performing the same or similar work.

(4) Premium Wages for overtime paid to employees, in accordance with the CONSULTANT'S normal practice and directly chargeable to the PROJECT, may be reimbursed as Direct Productive Payroll with no surcharge for related costs provided such Premium Wages in any billing period do not exceed four percent of the Direct Productive Payroll billed to the PROJECT for that period. No payments for Premium Wages in excess of four percent shall be made unless the CONSULTANT obtained prior written approval from the DEPARTMENT to exceed this limit.

(5) The maximum total compensation for partners, principals, and employees will be $70.00 per hour ($145,600.00 annually) that may be charged directly to the contract. The maximum total compensation of up to $70.00 per hour ($145,600.00 annually) for indirect salary costs may be included in the overhead.

c. Direct Non-Salary Costs are actual and reasonable non-salary costs incurred specifically in fulfilling the terms of the AGREEMENT, such as:

(1) Travel, Food and Lodging, including automotive equipment rentals, fuel, maintenance, tolls, mileage or per diem paid by the CONSULTANT for personal expenses of only his own employees in accordance with his normal company policy, but excluding such costs outside Cook County, Illinois, unless specifically authorized in writing by the DEPARTMENT.

(2) Communications, including telephone, telegraph, postage, parcel post, airfreight and package express.

(3) Reproductions including photographs, prints and offset work.

(4) Outside professional service and laboratory charges, including those for surveys, photogrammetry, soils investigations and tests and other charges for engineers, surveyors, lawyers, sociologists, economists, model makers, architects, scientists and other specialists. These charges must be authorized in advance by the DEPARTMENT to be reimbursable.

(5) Electronic computer charges including those for computers and related equipment operated by the CONSULTANT and those for outside computer services. Rates for computers and related equipment operated by the CONSULTANT shall be in accordance with established rates charged to outside clients for similar services; except that such rates shall be billed at cost (no profit) since the CONSULTANT'S profit is covered in the Fixed Fee. If the CONSULTANT uses an outside computer service, their net charges shall be used in the CONSULTANT'S billing.

(6) Special equipment if authorized in writing by the DEPARTMENT and materials required for and used solely in the fulfillment of the AGREEMENT. The CONSULTANT shall deliver all such equipment and material to the DEPARTMENT upon completion of the Work.

(7) Special insurance for the project if requested in writing by the DEPARTMENT.

(8) Rental charges for equipment owned by the CONSULTANT at his established rates, reduced by the portion of the rate which is profit and less any portion charged elsewhere to the indirect costs.

d. Indirect Costs (or overhead costs) are the remaining costs of the CONSULTANT'S business operations after the assignment to all of his clients of all Direct Costs, exclusive of costs ineligible for compensation such as uncollectible charges, advertising, amusement, entertainment, contributions, donations, interest on borrowed money, and the like. The CONSULTANT'S established practices for allocation of eligible Indirect Costs to each project shall be used if in accordance with generally accepted accounting procedures.

In general, these costs will be expressed as a percentage of the Direct Salary Costs charged to the CONSULTANT'S clients.

e. Indirect Salary Costs are the actual wages paid to all employees of the CONSULTANT for work not directly chargeable to individual clients plus the same related costs as previously outlined in Direct Salary Costs if not included in the Direct Cost, such as:

(1) Wages paid for preparation of proposals.

(2) Severance wages paid to employees.

(3) Wages paid for negotiating (not promoting) new business.

(4) Research and development wages. This cost is primarily the salaries of the CONSULTANT'S personnel in the development of new computer programs and labor saving devices. Eligible costs will be as defined in subpart 31.205-18 of the Federal Acquisition Regulations.

(5) Training and education wages. This cost consists of salaries paid employees while attending classes at accredited colleges or universities for post graduate work in subjects related to the CONSULTANT'S practice. Also included in this category is attendance at meetings and seminars conducted by both recognized technical/professional organizations and in-house personnel.

(6) General office administration and supervisory salaries.

(7) Salaries in connection with the recruitment of employees.

(8) Salaries paid to furnish access to or copies of records as required in of this AGREEMENT, if not reimbursed by the client.

(9) Salaries of principals for time actively engaged in the preparation of proposals and pre-agreement negotiation (not promotion) of new business.

F. Indirect Non-Salary Costs are all non-salary costs of the CONSULTANT'S business operations eligible for compensation not directly chargeable to individual clients, such as:

(1) Travel, food and lodging (see Direct Non-Salary Costs).

(2) Communications, including telephone, telegraph, postage, parcel post,

(3) Reproduction costs, including blueprinting, photography, Photostats,

(4) Computer costs in connection with research and development, bookkeeping, new business negotiation and the preparation of proposals. These charges shall be made in the same manner as outlined under Direct Non-Salary Costs. Eligible research and development costs will be as defined in subpart 31.205-18 of the Federal Acquisition Regulations.

(5) Professional Service Cost. This includes costs of professional services rendered by members of a particular profession such as legal and accounting, which are necessary to the proper operation of the business, but whom are not members of the CONSULTANT'S staff.

(6) Sundry taxes levied by Federal, State and Local agencies exclusive of Federal Income Tax.

(7) Premiums of all business insurance, other than those included in direct costs to clients.

(8) Office supplies.

(9) Rent, heat, power, light and janitorial services.

(10) Licenses and dues in technical and professional organizations.

(11) Maintenance and repair of office equipment.

(12) Rentals of equipment (see Direct Non-Salary Costs).

(13) Costs of meetings, conferences and in-house training.

(14) Library expense, including technical books, magazines, journals and supplies in connection with education and training.

(15) Cost of duplicating records as required by this AGREEMENT.

(16) Relocation costs for employees.

(17) Depreciation.

(18) Recruiting expense including advertising agency fees and travel and subsistence incidental thereto.

(19) Life insurance premiums in lieu of additional compensation for key employees and principals provided the beneficiary is the employee's estate or his relative and is not the CONSULTANT or another key employee or principal of the CONSULTANT.

Cook County Government

MAXIMUM HOURLY RATES 2014-2016
(PRIME AND SUBCONSULTANTS)

[redacted]

Date: 02/03/2015

Position	2015 Avg. Rate	2015 Wage Range Min	Max	2016 Avg. Rate	2016 Wage Range Min	Max	2017 Avg. Rate	2017 Wage Range Min	Max
Project Manager (Partner)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
Senior Engineer	$52.47	$50.54	$54.95	$54.04	$52.06	$56.60	$55.66	$53.62	$58.30
Project Engineer	$47.62	$44.04	$51.20	$49.05	$45.36	$52.74	$50.52	$46.72	$54.32
Engineer in Training	$29.52	$29.52	$29.52	$30.41	$30.41	$30.41	$31.32	$31.32	$31.32
Engineering Technician	$25.51	$22.50	$33.86	$26.28	$23.18	$34.88	$27.07	$23.88	$35.93
Junior Engineering Technician	$18.69	$16.50	$22.50	$19.25	$17.00	$23.18	$19.83	$17.51	$23.88
Clerical /Administrative Staff	$31.49	$19.46	$45.84	$32.43	$20.05	$47.22	$33.41	$20.65	$48.64

[redacted]

Date: 01/30/15

Position	2015 Avg. Rate	2015 Wage Range Min	Max	2016 Avg. Rate	2016 Wage Range Min	Max	2016 Avg. Rate	2016 Wage Range Min	Max
Principal in Charge	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
Project Manager	$59.82	$54.08	$67.50	$61.61	$55.70	$70.00	$63.46	$57.37	$70.00
Land Surveyor	$55.47	$53.00	$67.50	$57.13	$54.59	$70.00	$58.85	$56.23	$70.00
Senior Engineer	$44.18	$39.00	$57.50	$45.51	$40.17	$59.23	$46.87	$41.38	$61.00
Engineer	$37.87	$34.00	$46.00	$39.01	$35.02	$47.38	$40.18	$36.07	$48.80
Junior Engineer	$27.46	$23.00	$35.00	$28.28	$23.69	$36.05	$29.13	$24.40	$37.13
Senior Technician / Senior Crew Chief	$43.00	$43.00	$50.00	$44.29	$44.29	$51.50	$45.62	$45.62	$53.05
Technician / Crew Chief	$35.68	$32.24	$44.00	$36.75	$33.21	$45.32	$37.85	$34.20	$46.68
Junior Technician / Instrument Person	$24.78	$21.00	$35.00	$25.52	$21.63	$36.05	$26.29	$22.28	$37.13
Interns	$15.00	$15.00	$15.00	$15.45	$15.45	$15.45	$15.91	$15.91	$15.91
Project Administrator	$30.30	$24.20	$40.00	$31.21	$24.93	$41.20	$32.15	$25.67	$42.44
Administrative Assistant	$21.00	$21.00	$29.00	$21.63	$21.63	$29.87	$22.28	$22.28	$30.77

[redacted]

Date: 02/05/2015

Position	2015 Avg. Rate	2015 Wage Range Min	Max	2016 Avg. Rate	2016 Wage Range Min	Max	2016 Avg. Rate	2016 Wage Range Min	Max
Principal	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
Developer	$65.00	$65.00	$65.00	$66.95	$66.96	$66.95	$68.96	$68.97	$68.96
GIS Analyst	$35.00	$32.00	$38.00	$36.05	$32.96	$54.32	$37.13	$33.95	$55.95
GIS Technician	$16.75	$15.50	$18.00	$17.25	$15.97	$31.32	$17.77	$16.45	$32.26
Project Manager	$32.00	$32.00	$32.00	$32.96	$32.96	$32.96	$33.95	$33.95	$33.95
Administrative	$16.00	$16.00	$16.00	$16.48	$16.48	$16.48	$16.97	$16.97	$16.97

[redacted]

Date: 01/30/15

Position	2015 Avg. Rate	2015 Wage Range Min	Max	2016 Avg. Rate	2016 Wage Range Min	Max	2016 Avg. Rate	2016 Wage Range Min	Max
GIS Director/GIS Specialist Senior	$66.06	$60.00	$70.00	$68.04	$61.80	$70.00	$70.00	$70.00	$70.00
GIS Analyst Senior	$38.63	$38.63	$38.63	$39.79	$39.79	$39.79	$40.98	$40.98	$40.98
GIS Analyst Junior	$25.00	$25.00	$25.00	$25.75	$25.75	$25.75	$26.52	$26.52	$26.52
Technical Specialist 2	$32.95	$27.88	$38.46	$34.17	$28.72	$39.61	$35.20	$29.58	$40.80

Dynatest: Other Direct Costs (See Notes)	Rate - 2015	Unit
Model 8082 HWD[1,2]	$ 1,502.00	Day
Model 8000 FWD, RSP, and Model 1295 and 6875 Friction Testers[1,2]	$ 1,333.00	Day
Multi-Function Vehicle[1,2]	$ 2,818.00	Day
Mobilization[3]	$ 135.00	Hour
Printing: 8.5X11 BW	$ 0.09	Page
Printing: 8.5X11 Color	$ 1.05	Page
Printing: 11/17 Color	$ 2.10	Page
Parking	at cost	
Airfare	at cost	
Hotel	Per GSA	
Per diem	Per GSA	

Notes:

1. A minimum of 4 hours of testing time will be charged per job, or 8 hours will be charged if the two-way mobilization is greater or equal to 2 days.

2. Testing rates do not include mobilization.
3. Mobilization time will be negotiated on a per-task order basis.

Additional Notes:

- Rates are escalated at 3% per annum for 2016 and 2017

- Rates are for the equipment only and do not include any driver and/or operator labor.

- Rates are inclusive of all subsystems on the equipment. Note: MFV includes the following subsystems: right-of-way camera, pavement imaging system, RSP, and GPS.

Dynasty Other Direct Costs (See Notes)	Rate - 2015	Unit
Mobile LiDAR system	$ 7,500.00	Day
3D Laser Scanner (per scanner, up to)	$ 1,000.00	Day
Vehicle	$ 65.00	Day
Nondestructive Testing (NDT, per device, up to_	$ 300.00	Day
Parking	at cost	

Additional Notes:

- Rates are escalated at 3% per annum for 2016 and 2017

- Rates are for the equipment only and do not include any driver and/or operator labor.

EXHIBIT 3

EVIDENCE OF INSURANCE

OP ID: GC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/12/2015

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

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

PRODUCER
Coast General Ins Brokers
5755 Valentine Rd. #301
Ventura, CA 93003
Brenda M. Allison

CONTACT NAME: Coast General Ins Brokers
PHONE (A/C, No, Ext): 805-644-4740 FAX (A/C, No): 805-644-4780
E-MAIL ADDRESS: gina@allisonbroker.com
PRODUCER CUSTOMER ID #: DYNAT-1

INSURED
Dynatest Consulting, Inc.
165 S. Chestnut Street
Ventura, CA 93001

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AXA Insurance	33022
INSURER B: American States Ins. Co.	19704
INSURER C: Us Specialty Insurance Co.	29599
INSURER D: Financial Pacific Insurance	31453
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC	X		PCS001271(15)	01/01/2015	01/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 100,000 $ 10,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		01CI732586-2	10/27/2014	10/27/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT) Comp Ded Coll Ded	$ 1,000,000 $ $ $ $ 1,000 $ 1,000
D	UMBRELLA LIAB X OCCUR X EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION $			27303272-01	10/27/2014	10/27/2015	EACH OCCURRENCE AGGREGATE Excess Over Auto	$ 4,000,000 $ 4,000,000 $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Architects E&O			USS1425331	10/31/2014	10/31/2015	Limit $1M	Ded $35k
B	Garagekeepers Cov			01CI732586-2	10/27/2014	10/27/2015	Limit	300,000

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

10 Day Notice for Non Payment of Premium
Cook County, its officials, employees and agents are named as Additional Insured with respect to the General Liability and Auto Liability. Primary and Non-Contributory endorsement to follow. Endorsements CG2010 and CG2037 to follow from carrier.

CERTIFICATE HOLDER

Cook County
Office of the Chief
Procurement Officer
118 N. Clark St., Room#1018
Chicago, IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Gina Chessani

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*** REPRINTED FROM THE ARCHIVE. THE ORIGINAL TRANSACTION MAY INCLUDE ADDITIONAL FORMS ***

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

EXTENDED CANCELLATION CONDITION

Paragraph **2.b.** of the CANCELLATION Common Policy Condition is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

TEMPORARY SUBSTITUTE AUTO — PHYSICAL DAMAGE COVERAGE

Under paragraph **C.** — CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION **1** — COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

BROAD FORM NAMED INSURED

SECTION **II** — LIABILITY COVERAGE — **A.1.** WHO IS AN INSURED provision is amended by the addition of the following:

d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

BLANKET ADDITIONAL INSURED

SECTION **II** — LIABILITY COVERAGE — **A.1.** WHO IS AN INSURED provision is amended by the addition of the following:

e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:

(1) The "insured contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".

(2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.

(3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.

(4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.

(5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

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(6) The coverage provided will not exceed the lesser of:

(a) The coverage and/or limits of this policy; or

(b) The coverage and/or limits required by the "insured contract".

(7) A person's or organization's status as an "insured" under this subparagraph **d** ends when your operations for that "insured" are completed.

EMPLOYEE AS INSURED

Under Paragraph **A.** of Section **II** — LIABILITY COVERAGE item **f.** is added as follows:

Your "employee" while using his owned "auto", or an "auto" owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess to any other collectible insurance coverage.

FELLOW EMPLOYEE COVERAGE

Exclusion **5.** FELLOW EMPLOYEE of SECTION **II** — LIABILITY COVERAGE — **B.** EXCLUSIONS is amended by the addition of the following:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

BLANKET WAIVER OF SUBROGATION

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under Section II — LIABILITY COVERAGE — **A.1.D.** BROAD FORM NAMED INSURED and **A.1.e.** BLANKET ADDITIONAL INSURED.

PHYSICAL DAMAGE — ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

The first sentence of paragraph **A.4.** of SECTION **III** — PHYSICAL DAMAGE COVERAGE is amended as follows:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

PERSONAL EFFECTS COVERAGE

A. SECTION **III** — PHYSICAL DAMAGE COVERAGE, **A.4.** COVERAGE EXTENSIONS, is amended by adding the following:

c. Personal Effects Coverage

For any Owned "auto" that is involved in a covered "loss", we will pay up to $500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

EXTRA EXPENSE — BROADENED COVERAGE

Paragraph **A.** — COVERAGE of SECTION **III** — PHYSICAL DAMAGE COVERAGE is amended to add:

5. We will pay for the expense of returning a stolen covered "auto" to you.

AIRBAG COVERAGE

Under paragraph **B.** — EXCLUSIONS of SECTION **III** — PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

NEW VEHICLE REPLACEMENT COST

Under Paragraph **C** — LIMIT OF INSURANCE of Section **III** — PHYSICAL DAMAGE COVERAGE section **2** is amended as follows:

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. However, in the event of a total loss to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:

a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;

b. The purchase price, as negotiated by us, of a new vehicle of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership. If the same model is not available pay the purchase price of the most similar model available;

EXHIBIT 4

COOK COUNTY TRAVEL POLICY

COOK COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT AND TRAVEL REGULATIONS POLICY

Adopted: FY2009

COOK COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT

SECTION I. AUTOMOBILE REIMBURSEMENT PLAN

A. Any employee who is required and authorized to use their personally owned automobile in the conduct of official County Business shall be allowed and reimbursed. The number of County business miles driven per ½ month will be compensated at the standard IRS deduction for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive.

B. In addition, parking and tolls shall be allowed for reimbursement if items are supported by receipts. Proof of IPASS charges shall be submitted along with the Transportation Expense Voucher.

SECTION II. GUIDELINES

A. Commuting Expenses

Commuting expenses between an employee's home and regular place of assignment will not be reimbursed, even if an employee's regular place of assignment is at different locations on different days within the County.

Example: *An employee working for the Assessor's Office is regularly assigned to the Assessor's Office in Markham on Mondays and to the Assessor's Office in Maywood on Tuesdays through Fridays. Travel expenses to and from the employee's home and Assessor's Office on any day will not be reimbursed when assignments are permanent.*

B. Temporary and Minor Assignments (residence to temporary duty point)

Employees who are required to perform County business in the form of temporary and minor assignments beyond the general area of their regular place of assignment in the County may be reimbursed for their transportation expenses between home and their first or last stop, for such travel attributed to County business.

Mileage to first stop or from last stop between home and temporary place of assignment may be allowed and reimbursed.

Authorization for reimbursement for transportation between home and first or last stop shall only be allowed when, in the judgment of the Department head, reporting to the regular place of assignment is not reasonable because of the elements of time, place, business purpose and employee effectiveness. The assignment must be temporary and not indefinite.

C. Temporary and Minor Assignments (mileage between temporary duty points)

Employees who receive one or more temporary assignments in a day may be reimbursed for transportation for getting from one place to the other. Mileage from the employee's regular place of assignment, or first duty point, to all temporary duty points and back to regular place of assignment, or last duty point, is entitled to reimbursement.

D. General Guidelines

1. Mileage must be computed on the basis of the most direct route. Any mileage incurred solely for personal reasons is not reimbursable.

2. Employees must bear the cost of their normal commuting expenses between residence and official place of assignment.

3. Close supervision shall be maintained over the use of privately owned vehicles by the Department Heads. Authorization for use of privately owned vehicles shall only be given when deemed a service and benefit to Cook County Government. Reimbursements for transportation shall only be as compensation for services performed for the County.

SECTION III. TRANSPORTATION EXPENSE VOUCHER

A. Preparation

1. All claims for compensation of transportation expenses including the use of privately owned automobile and incidental parking fees and tolls, and taxicab and bus fares shall be submitted and itemized in the Transportation Expense Voucher. (For each stop of business use, enter date, started from location, finished at location, miles and expense between each stop. Total the dollar amount and enter in the space for "Total.")

2. When travel between home and first or last temporary duty point is authorized, the employee's residence shall be entered on the Transportation Expense Voucher, "Started from Location" or "Finished at Location."

3. The Transportation Expense Voucher shall be supported by receipts for all items, individually.

4. The Transportation Expense Voucher shall be prepared and signed by the individual who has incurred the expense and signed by their Supervisor. The original Voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a Transportation Expense Voucher is considered a major cause infraction subject to disciplinary action up to and including discharge.

5. The individual submitting the Transportation Expense Voucher is personally responsible for its accuracy and priority. Trip details shall be entered immediately following automobile use to eliminate possibility of errors. The form must be completed in its entirety, e.g., insurance coverage.

B. Approval and Submission

1. The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.

2. Any Transportation Expense Voucher not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

C. **Authorized Attendance at Seminars, Meetings, Conventions, etc., on County Business**

These expenses shall be detailed in accordance with the procedure relating to "Cook County Travel Regulations."

SECTION IV. COUNTY-OWNED AUTOMOBILE

Section 162(a)(2) of the Internal Revenue Code requires that any employee who is assigned a County-owned vehicle for use in performance of the employee's duties and who uses the vehicle for use in performance of the employee's duties and who uses the vehicle to commute from home to work and/or from work to home must include in their compensation the value to the employee (as provided for by the IRS) for each day such vehicle is used for commuting purposes, and Cook County must include this compensation on employee W-2 form.

The use of County-owned vehicles for personal use is prohibited.

COOK COUNTY TRAVEL REGULATIONS

SECTION I TRAVEL EXPENSES

A. Travel expenses are ordinary and necessary expenses for transportation, hotel accommodations, meals and incidental expenses for travel that is longer than an ordinary day's work, and the employee needs to get sleep or rest during non-working time while away.

Reimbursements shall be allowed if the following requirements are met:

1. Travel is for periods more than or equal to be employee's scheduled workdays hours, plus 2 hours (usually 10 hours).

2. The employee must get sleep or rest while away in order to complete County business. (This does not mean napping in the car.)

3. Lodging and air travel shall be arranged through a County travel vendor, as specified by the Purchasing Agent.

SECTION II RESPONSIBILITY OF DEPARTMENT HEAD

A. The Department Head is responsible for the execution of all travel regulations as well as such other policies and guidelines regarding travel as published by the Bureau of Administration.

B. All travel subject to these regulations shall be authorized in advance by the Department Head in accordance with current County directives.

C. Each Department shall develop a system for the prior authorization and control of travel to prevent expenses exceeding appropriations and to hold travel to the minimum required for efficient and economical conduct of County business.

D. The rates for reimbursements set forth in these regulations represent the maximums permitted under IRS guidelines.

SECTION III ALLOWABLE TRANSPORTATION EXPENSE

A. Modes of transportation authorized for official travel in the course of County business will include automobiles, railroads, airlines, buses,

taxicabs, and other usual means of conveyance. Transportation may include fares and expenses incidental to transportation such as baggage transfer, official telephone messages in connection with items classed as transportation, and reasonable tips.

B. All taxicab fares shall be accompanied by a receipt indicating the amount paid.

C. Transportation between place of lodging and place of business at a temporary work location shall be allowed as a transportation expense.

SECTION IV MODE OF TRAVEL

A. All travel shall be by the most direct route.

B. In cases where an individual for their own convenience travels by an indirect route or interrupts travel by direct route, that individual shall bear the extra expense. Reimbursement for expenses shall be based only on such charges as would have been incurred by the most direct and economical route.

C. All travel shall be by the most economical mode of transportation available, considering travel time, costs, and work requirements.

SECTION V ACCOMMODATIONS ON AIRPLANES, TRAINS, AND BUSES

A. First class travel is prohibited

B. Travel on airplanes shall be coach class.

C. Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to Department Head approval.

SECTION VI USE OF PRIVATELY OWNED OR RENTED CONVEYANCE

A. When an individual rendering service to the County uses privately owned motor vehicles in the conduct of official business and such use is authorized or approved as advantageous to the County, payment shall be made on a mileage basis at rates not to exceed those published by the Bureau of Administration.

B. Reimbursement for the cost of automobile parking fees and tolls shall be allowed. The fee for parking an automobile at a common carrier terminal, or other parking area, while the traveler is on official business, shall be allowed only to the extent that the fee does not exceed the cost of public transportation.

C. When a privately owned automobile is used for travel, the total transportation cost (including mileage allowance, parking fees, tolls and per diem expenses) shall not exceed the cost of public transportation, if reasonable public transportation is available.

D. The use of rented automobiles will be kept to an absolute minimum and rented only in an emergency upon prior approval of the responsible Department Head. Every effort shall be made to obtain other suitable transportation rather than to use rented vehicles. Where emergencies require the use of a rented vehicle, the most economical vehicle available and suitable for the conduct of County business shall be obtained.

SECTION VII LIVING EXPENSES

A. Meals and Incidental Expense (M&IE)

Employees assigned to out of town travel shall receive a per diem set by the current U.S. General Services Administration in their Federal Travel Regulations (FTR) Meal and Incidental Expense (M&IE) rate. Travel rates differ by travel location and are periodically revised by the Federal Government. These rates can be found at the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

The per diem rate is intended to include all meals and incidental expenses during the period of travel. There will be no reimbursement for meals and incidental expenses beyond this rate.

In addition, the traveler may receive reimbursement for special expenses as provided in Paragraph "C-3" below.

B. Travel Without Lodging

When lodging is not required, the per diem M&IE allowance is not permitted. Travel shall be on "actual expenses incurred."

C. Reimbursable Expenses

1. Lodging - Reasonable costs of hotel accommodations incurred will

be allowed. Lodging shall be reimbursed by receipt up to the limits of the current Federal Travel Regulations as shown on the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

Questions of reasonable hotel accommodations should be referred to the Bureau of Administration. Receipts are to be submitted with the Invoice Form to support accommodation expenses claimed.

2. Transportation - Transportation to and from duty point; between places of lodging, business and meals shall be allowed.

3. Special Expenses - The reasonable cost of miscellaneous expenses incurred shall be allowed to a traveler. The following are examples of miscellaneous expenses that may be deemed reimbursable or non-reimbursable:

Reimbursable	Non-Reimbursable
Stenographic and Typing Services	Entertainment
Storage of Baggage	Alcoholic Beverages
Hire of Room for Official Business	Traffic Tickets
Telephone Calls on Official Business	

All special expenses shall be itemized on the Conference and Travel Reimbursement Voucher with receipts attached.

SECTION VIII CONFERENCES

When the cost of meals for approved seminars or official meetings is an integral part of the Registration Fee, the "per diem" traveler shall deduct such amounts from the "cost of meals and incidental expenses" allowance, and the traveler on "actual expenses incurred" shall not claim meals which are included in the conference fee.

SECTION IX CONFERENCE AND TRAVEL REIMBURSEMENT VOUCHER

A. Memorandum of Expenditures

A memorandum of all travel expenditures properly chargeable to the County shall be kept by individuals subject to these regulations. The information thus accumulated shall be available for proper Invoice Form preparation.

B. Conference and Travel Reimbursement Voucher Preparation

1. All claims for reimbursement of travel expenses shall be submitted on the Conference and Travel Reimbursement Voucher and shall be itemized in accordance with these regulations.

2. The Conference and Travel Reimbursement Voucher shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.

3. The Conference and Travel Reimbursement Voucher shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense (M&IE) items, and all other items. Also, a copy of the travel authorization is to be included for out-of-state travel.

4. The Conference and Travel Reimbursement Voucher shall be prepared and signed by the individual who has incurred the expenses.

5. The individual submitting the Conference and Travel Reimbursement Voucher is personally responsible for accuracy and propriety. A misrepresentation shall be cause for disciplinary or legal action.

C. Approval and Submission of Invoice Form

1. The Conference and Travel Reimbursement Voucher shall be approved by the Department Head or a designated representative, who shall sign the original Voucher and submit to the Comptroller's Office. A copy of the Voucher shall be retained by the Department as well as the person submitting the Voucher.

2. Any Conference and Travel Reimbursement Voucher not prepared in accordance with these regulations or not properly supported by receipts where required will be returned to the originator for correction.

D. Frequency of Submission

The original Conference and Travel Reimbursement Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Conference and Travel Reimbursement Vouchers submitted 60 days after the end of the month in

which travel expense was incurred will not be reimbursed. A copy of the Conference and Travel Reimbursement Voucher shall be retained by the department and the employee.

EXHIBIT 5

CERTIFICATION FOR CONSULTING OR AUDITING SERVICES

COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER
CERTIFICATION FOR CONSULTING OR AUDITING SERVICES

This Certification is made and required pursuant to Section 34-193 of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County or Elected Officials. For purposes of this Certification, the following definitions shall apply:

"Auditing" means the formal examination of accounting records or financial statements for compliance with financial accounting standards applicable to governmental entities, which functions are generally exclusively performed or supervised by Persons licensed and authorized to do business as public accounts in the State. Auditing shall also include any independent reports and management recommendations derived or resulting from the performance of auditing services and which reports and recommendations are included within the scope of the Contract for Auditing Services.

"Consulting" means the rendering of analysis and advice requiring specialized expertise in a particular subject area or field. Such expertise may have been gained by education or experience in the area or field. Consulting expressly excludes auditing services.

"Elected Official" means the President and Commissioners of the Cook County Board, Assessor, Board of Review, Chief Judge, Clerk of the Circuit Court, County Clerk, Recorder of Deeds, Sheriff, State's Attorney, Treasurer and any other elected official included in the Cook County Appropriations Ordinance.

"County" shall mean the offices which are administered by the President of the County Board.

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

SECTION 1: CONTRACTOR'S INFORMATION

COMPANY NAME: Dynatest Consulting Inc.

ADDRESS: 13953 US Highway 301 South; Starke, FL 32091

TELEPHONE: (904) 964-3777

CONTACT NAME: William A. Beck II

CONTACT EMAIL: bbeck@dynatest.com

SECTION 2: AFFILIATE INFORMATION

If the Contractor has any "Affiliates" please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification "Affiliates" shall mean any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. "Control" shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise. "Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

Dynatest International A/S

SECTION 3: CONTRACT INFORMATION

a. This Certification relates to the following Contract: 1423-13627

b. The Contractor is providing the following type of Services: [ ] Auditing or [x] Consulting

c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:
Department of Transportation and Highways

d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? [ ] Yes or [x] No.
If yes, please state the other Contract Number(s) and the Nature of Services.

Not applicable.

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

a. It has read Section 34-193 (a)-(b) of the Procurement Code, which provides as follows:

The County will not enter into any Contract for Auditing Services, nor shall it consent to a subcontract for such Auditing Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for consulting services for or with the County. Additionally, the County will not enter into any Contract for Consulting Services, nor shall it consent to a subcontract for such Consulting Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for Auditing Services for or with the County. For purposes of this provision, "County" shall refer only to offices which are administered by the President of the County Board and shall not refer to offices which are administered by Elected Officials.

The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.

b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.

c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.

Signature

Kurt A. Keifer

Name (Type or Print)

Director of North American Consulting

Title

2/23/2015

Date