

CONTRACT NO. 1484-13331

PROFESSIONAL SERVICES AGREEMENT

**PROFESSIONAL ENGINEERING SERVICES FOR QUALITY
CONTROL/QUALITY ASSURANCE AND MATERIAL TESTING
SERVICES**

SECTION NO. 14-8TEST-02-EG

BETWEEN



COOK COUNTY GOVERNMENT

Department of Transportation and Highways

AND

County Material Partners, A Joint Venture

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

NOV 19 2014

PROFESSIONAL SERVICES AGREEMENT

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- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Board Authorization
- 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 County Material Partners, A Joint Venture, doing business as a(an) a Joint Venture of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on October 8, 2014, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Qualification "RFQ" for Professional Engineering Services for Quality Control/Quality Assurance (QC/QA) and Material Testing Services. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal 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 Board Authorization
- 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

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

Insurance Requirements of the Contractor

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

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

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor 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**

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

(d) **Excess 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:	\$4,000,000
General Aggregate Per Project	\$4,000,000

(e) **Professional Liability**

Contractor 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 Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 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 Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal. Subcontractors performing professional services for the Contractor 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 specifically include ISO Additional Insured Endorsements CG 2010 and CG 2037 or equivalents. Contractor's insurance shall

be primary and non-contributory with any insurance or self-insurance maintained by Cook County. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(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**

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

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute 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 Contractor'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 Contractor 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 Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. 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, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor 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.

Contractor 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 Contractor'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, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor'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 Contractor 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 Contractor 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 Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor 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 Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor 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 Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor 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 Contractor 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, Contractor 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 Contractor from its obligations or change the terms of the Contract. The Contractor 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 Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor 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. Contractor 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 Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor 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 Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor'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 Contractor is uncertain whether a disclosure is required under this Section, the Contractor 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 Contractor 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 transition 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 December 1, 2014 ("**Effective Date**") and continue until November 30, 2016 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 periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

All invoices submitted by the Contractor 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 Contractor 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. Contractor 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-9998-2013-06.

f) Price Reduction

If at any time after the contract award, Contractor 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 Contractor 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 Contractor makes in the price of the Deliverables to its prospective customers generally.

g) Contractor Credits

To the extent the Contractor 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. Contractor 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 Contractor 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 Contractor. 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, Contractor 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 Contractor 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 Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor 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

Contractor agrees that no charges or claims for damages shall be made by Contractor 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, Contractor 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.

Contractor 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 Contractor 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 Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor 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 Contractor

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 contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor 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, IL 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: County Material Partners, A Joint Venture
921 W. Van Buren, Suite 210
Chicago, IL 60607
Attention: Rashod Johnson

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.

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

Section	Description	Pages
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ECONOMIC DISCLOSURE STATEMENT**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 88-1459 (30 ILCS 680/2-11).

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

ECONOMIC DISCLOSURE STATEMENT

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 States 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.

ECONOMIC DISCLOSURE STATEMENT

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
N/A	

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 No

b) If yes, list business address(es) within Cook County:

2945 W Harrison Street, Chicago, IL 60612

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

Yes No

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.

ECONOMIC DISCLOSURE STATEMENT

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):

7720 N KARLOV AVE (SKOKIE, 60076) - 10-27-222-021-0000

7720 N KARLOV AVE (SKOKIE, 60076) - 10-27-222-035-0000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR

b) 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.

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificates; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information: Request for Qualifications No. 1484-1331 for Professional Engineering Services for Quality Control/Quality Assurance and Material Testing Services
County Privilege: _____

County Department: County Department - Cook County Department of Transportation and Highways (CCDT&H)

Applicant Information:

Last name: Garcia First Name: Santiago MI: _____
SS# (Last Four Digits): 2 7 5 0 Date of Birth: 10/17/1960
Street Address: 7720 N Karlov
City: Skokie State: IL Zip: 60076
Home Phone: (312) 656-2332 Drivers License No: G620-7806-0296

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

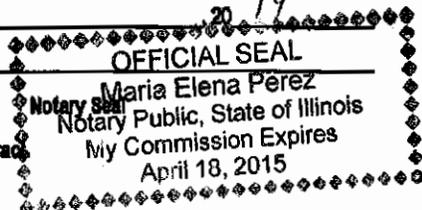
- A. The Applicant has no judicially or administratively ordered child support obligations.
- B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
- D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: [Signature] Date: 8/11/2014

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

X [Signature]
Notary Public Signature



Note: The above information is subject to verification prior to the award of the contract.

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-810 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 Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying information:

Name: GSG Material Testing, Inc D/B/A: _____ EIN NO: 36-4003526

Street Address: 2945 W Harrison Street

City: Chicago State: IL Zip Code: 60612

Phone No.: 312-666-2989

Form of Legal Entity:

- Sole Proprietor Partnership Corporation Trustee of Land Trust
- Business Trust Estate Association Joint Venture
- Other (describe) _____

ECONOMIC DISCLOSURE STATEMENT

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
Santiago Garcia	2945 W Harrison St Chicago IL	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
N/A		

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Santiago Garcia
 Name of Authorized Applicant/Holder Representative (please print or type)
Santiago Garcia
 Signature
 sgarcia@gsgtesting.com

President
 Title
 8/11/2014
 Date
 312-666-2989

E-mail address
 Subscribed to and sworn before me
 this 11th day of August, 2014
 X *[Signature]*
 Notary Public Signature

Phone Number
 My commission expires: 04/18/2015
 OFFICIAL SEAL
 Maria Elena Perez
 Notary Public, State of Illinois
 My Commission Expires
 April 18, 2015

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-8988 FAX 312/603-1011 T7/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	Grandparent	Stepfather
Child	Grandchild	Stepmother
Brother	Father-in-law	Stepson
Sister	Mother-in-law	Stepdaughter
Aunt	Son-in-law	Stepbrother
Uncle	Daughter-in-law	Stepsister
Niece	Brother-in-law	Half-brother
Nephew	Sister-in-law	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.

ECONOMIC DISCLOSURE STATEMENT

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: Santiago Garcia Title: President
Business Entity Name: GSG Material Testing, Inc. Phone: 312-666-2989
Business Entity Address: 2945 W Harrison Street Chicago IL 60612

_____ 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.

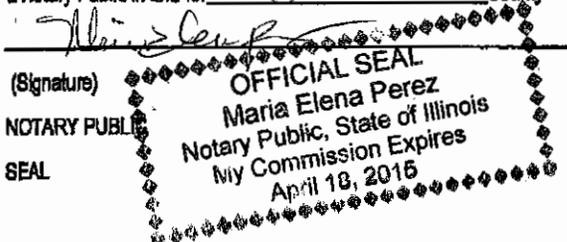
There is no familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

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

Santiago Garcia 8/11/2014
Owner/Employee's Signature Date

Subscribe and sworn before me this 11th day of August, 2014.

a Notary Public in and for Cook County



My Commission expires 04/18/2015

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

Cook County Board of Ethics
69 West Washington Street,
Suite 3840
Chicago, Illinois 60602

ECONOMIC DISCLOSURE STATEMENT

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 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: GSG Material Testing, Inc

BUSINESS ADDRESS: 2945 W Harrison Street Chicago IL 60612

BUSINESS TELEPHONE: 312-666-2989 **FAX NUMBER:** 312-666-2952

FEIN/SSN: 36-4003526

***COOK COUNTY BUSINESS REGISTRATION NUMBER:** Upon Contract Approval

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

***BY:** *Antonia...*

DATE: 8/11/2014

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

X *Maria Elena Perez*

Notary Public Signature

My commission expires: 04/18/2015
OFFICIAL SEAL
Maria Elena Perez
Notary Public, State of Illinois
My Commission Expires
April 18, 2015

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

AFFADAVIT OF SIGNATURE AUTHORITY

I, Hereby Authorize

Rashod Johnson

Authorized Designee


Signature

whose specimen signatures appear above to sign contracts and amendments to the contracts between the County Department - Cook County Department of Transportation and Highways (CCDT&H) and County Material Partners, LLC for the services to be provided pursuant to Request for Qualifications No. 1484-1331.

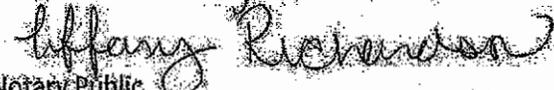

Signature

Jay Bennke
Print Name

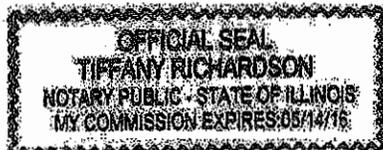
8-11-14
Date

Subscribed and worn before me

this 11 day of August, 2014.


Notary Public

SEAL




Signature

Santiago Garcia
Print Name

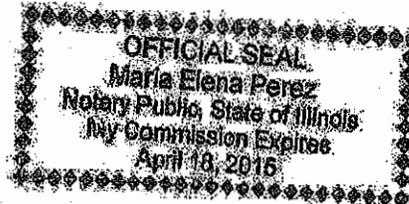
8-11-14
Date

Subscribed and worn before me

this 11th day of August, 2014.


Notary Public

SEAL



**ECONOMIC DISCLOSURE STATEMENT
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
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
7	Partnership Signature Page.....	EDS 14a/b/c
8	Limited Liability Corporation Signature Page.....	EDS 15a/b/c
9	Corporation Signature Page.....	EDS 18a/b/c
10	Cook County Signature Page.....	EDS 17

ECONOMIC DISCLOSURE STATEMENT

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 88-1459 (30 ILCS 5802-11).

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

ECONOMIC DISCLOSURE STATEMENT

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 States 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.

ECONOMIC DISCLOSURE STATEMENT

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):

	None All buildings are leased
	N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) 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:

NA

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

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

Applicant means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

County Privilege means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificates; County HOME Loan, and contracts exceeding the value of \$10,000.00.

Substantial Owner means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

Request for Qualifications No. 1484-13331 for Professional Engineering Services for Quality Control/Quality Assurance and Material Testing Services

County Privilege: _____

County Department: Cook County Department of Transportation and Highways (CCDT&H)

Applicant Information:

Last name: Behnke First Name: Jay MI: J

SS# (Last Four Digits): 5 6 2 2 Date of Birth: July 24, 1961

Street Address: 21714 Grossen Road

City: Marengo State: IL Zip: 60152

Home Phone: (815) 568-2504 Drivers License No: IL B520-4306-1210

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- A. The Applicant has no judicially or administratively ordered child support obligations.
- B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
- D. The Applicant is not a substantial owner as defined above.

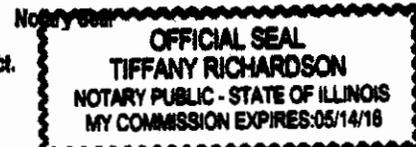
The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: [Signature] Date: August 11, 2014

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

x [Signature]

Notary Public Signature



Note: The above information is subject to verification prior to the award of the contract.

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-810 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 Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name: State Materials Engineering, LLC D/B/A: S.T.A.T.E. Testing, LLC EIN NO.: 45-4611729

Street Address: 570 Rock Road, STE K

City: East Dundee State: IL Zip Code: 60118

Phone No.: 847 836 6002

Form of Legal Entity:

- | | | | |
|---|--------------------------------------|--------------------------------------|--|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Trustee of Land Trust |
| <input type="checkbox"/> Business Trust | <input type="checkbox"/> Estate | <input type="checkbox"/> Association | <input type="checkbox"/> Joint Venture |
| <input checked="" type="checkbox"/> Other (describe) <u>LLC</u> | | | |

ECONOMIC DISCLOSURE STATEMENT

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
Jay J. Behnke	570 Rock Road, STE K, East Dundee IL 60118	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
NA		

- 3. Is the Applicant constructively controlled by another person or Legal Entity? () Yes [X] 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
N/A			

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Jay J. Behnke

President

Name of Authorized Applicant/Holder Representative (please print or type)

Title

August 11, 2014

Signature

jbehnke@statetestingllc.com

Date

847-836-6002

E-mail address

Phone Number

Subscribed to and sworn before me

My commission expires: 5/14/16

this 11 day of August, 2014

Tiffany Richardson

Notary Public Signature



ECONOMIC DISCLOSURE STATEMENT

**COOK COUNTY BOARD OF ETHICS
 89 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304
 312/603-8888 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	Grandparent	Stepfather
Child	Grandchild	Stepmother
Brother	Father-in-law	Stepson
Sister	Mother-in-law	Stepdaughter
Aunt	Son-in-law	Stepbrother
Uncle	Daughter-in-law	Stepsister
Niece	Brother-in-law	Half-brother
Nephew	Sister-in-law	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.

ECONOMIC DISCLOSURE STATEMENT

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: Jay J. Behnke Title: President
Business Entity Name: State Materials Engineering, LLC DBA S.T.A.T.E. Testing, LLC Phone: 847 836 6002
Business Entity Address: 570 Rock Road, STE K East Dundee, IL 60018

_____ 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.

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.

Jay J. Behnke August 11, 2014
Owner/Employee's Signature Date

Subscribe and swear before me this 11 day of August, 2014.

a Notary Public in and for COOK County

Tiffany Richardson
(Signature)

NOTARY PUBLIC

SEAL



My Commission expires 5/14/16

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

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

ECONOMIC DISCLOSURE STATEMENT

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 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: State Materials Engineering, LLC DBA S.T.A.T.E. Testing LLC

BUSINESS ADDRESS: 570 Rock Road, STE K
East Dundee, IL 60118

BUSINESS TELEPHONE: 847-836-6002 **FAX NUMBER:** 847-836-6342

FEIN/SSN: 45-4611729

***COOK COUNTY BUSINESS REGISTRATION NUMBER:** Upon Contract Approval

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

***BY:** [Signature]

DATE: August 11, 2014

Subscribed to and sworn before me

My commission expires: 5/14/16

this 11 day of August, 2014

x [Signature]

Notary Public Signature



* Attach hereto a partnership resolution or other document authorizing the individual signing this Statement on behalf of the Partnership.

AFFDAVIT OF SIGNATURE AUTHORITY

I Hereby Authorize

Rashod Johnson

Authorized Designee


Signature

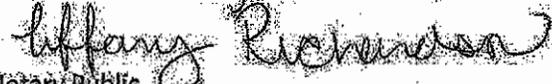
whose specimen signatures appear above to sign contracts and amendments to the contracts between the County Department - Cook County Department of Transportation and Highways (CCDT&H) and County Material Partners, LLC for the services to be provided pursuant to Request for Qualifications No. 1484-1331.


Signature

Jay Bennke
Print Name

8-11-14
Date

Subscribed and worn before me
this 11 day of August, 2014.


Notary Public

SEAL




Signature

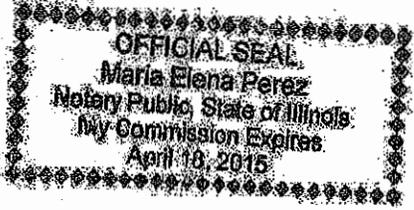
Santiago Garcia
Print Name

8-11-14
Date

Subscribed and worn before me
this 11th day of August, 2014.


Notary Public

SEAL



**ECONOMIC DISCLOSURE STATEMENT
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
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
7	Partnership Signature Page.....	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page.....	EDS 15a/b/c
9	Corporation Signature Page.....	EDS 16a/b/c
10	Cook County Signature Page.....	EDS 17

ECONOMIC DISCLOSURE STATEMENT**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, 16 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 6/33 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 88-1459 (30 ILCS 680/2-11).

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

ECONOMIC DISCLOSURE STATEMENT

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.

ECONOMIC DISCLOSURE STATEMENT

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
NA	

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 No

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

921 West Van Buren Street, Suite 210, Chicago, IL 60607

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

Yes No

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-386))

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.

ECONOMIC DISCLOSURE STATEMENT

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):

#20-11-109-010-0000 - 4910 S. Draxel Blvd, #2W, Chicago, IL 60615

#20-35-410-022-0000 - 8504 S. Blackstone Ave, Chicago, IL 60619

#17-17-236-013-1001 - 921 West Van Buren Street, Suite 210, Chicago, IL 60607

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) 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:

NA

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

ECONOMIC DISCLOSURE STATEMENT

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 Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name: Material Service Testing, Inc. DBA: _____ EIN NO: 27-1261803

Street Address: 821 West Van Buren St., Suite 210

City: Chicago State: IL Zip Code: 60607

Phone No.: (312) 846-6246

Form of Legal Entity:

- Sole Proprietor Partnership Corporation Trustee of Land Trust
 Business Trust Estate Association Joint Venture
 Other (describe) _____

ECONOMIC DISCLOSURE STATEMENT

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
Rashod R. Johnson	821 W. Van Buren St., Suite 210, Chicago, IL 60607	55%
Jeffrey Krozel	821 W. Van Buren St., Suite 210, Chicago, IL 60607	45%

- 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
NA		

- 3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
- If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Rashod R. Johnson

President

Name of Authorized Applicant/Holder Representative (please print or type)

Title

Signature
rjohnson@msll.com

August 11, 2014

Date
(312) 846-6246

E-mail address

Phone Number

Subscribed to and sworn before me

My commission expires: 10/12/2016

this 11 day of August, 2014
x Danielle Mitchell

Notary Public Signature

Notary Seal



ECONOMIC DISCLOSURE STATEMENT

**COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-8968 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	Grandparent	Stepfather
Child	Grandchild	Stepmother
Brother	Father-in-law	Stepson
Sister	Mother-in-law	Stepdaughter
Aunt	Son-in-law	Stepbrother
Uncle	Daughter-in-law	Stepsister
Niece	Brother-in-law	Half-brother
Nephew	Sister-in-law	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.

ECONOMIC DISCLOSURE STATEMENT

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/Employer: Rashod R. Johnson Title: President
Business Entity Name: Material Service Testing, Inc. Phone: (312) 846-6246
Business Entity Address: 921 West Van Buren St., Suite 210, Chicago, IL 60607

_____ 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/Employer Name:	Related to:	Relationship:
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		

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

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.

[Signature] August 11, 2014
Owner/Employer's Signature Date

Subscribe and sworn before me this 11 day of August, 20 14.

a Notary Public in and for Cook County

Danielle Mitchell

(Signature)

NOTARY PUBLIC

SEAL



My Commission expires 10/12/2016

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

Cook County Board of Ethics
69 West Washington Street,
Suite 3840
Chicago, Illinois 60602

ECONOMIC DISCLOSURE STATEMENT

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: Jeffrey Krozel Title: Executive Vice President
Business Entity Name: Material Service Testing, Inc. Phone: (312) 846-6246
Business Entity Address: 921 West Van Buren St., Suite 210, Chicago, IL 60607

_____ 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.

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.

[Signature] August 11, 2014
Owner/Employee's Signature Date

Subscribe and sworn before me this 11 day of August 2014.

a Notary Public in and for Cook County

Danielle Mitchell

(Signature)
NOTARY PUBLIC
SEAL



My Commission expires 10/12/2016

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

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

ECONOMIC DISCLOSURE STATEMENT

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 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: Material Service Testing, Inc.

BUSINESS ADDRESS: 921 W. Van Buren St., Suite 210
Chicago, IL 60607

BUSINESS TELEPHONE: (312) 846-6246 FAX NUMBER: (773) 289-0567

FEIN/SSN: 27-1261603

*COOK COUNTY BUSINESS REGISTRATION NUMBER: Upon Contract Approval

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

*BY: *[Handwritten Signature]*

DATE: August 11, 2014

Subscribed to and sworn before me
this 11 day of August, 2014.
x *Danielle Mitchell*

My commission expires:
10/12/2016



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.

AFFIDAVIT OF SIGNATURE AUTHORITY

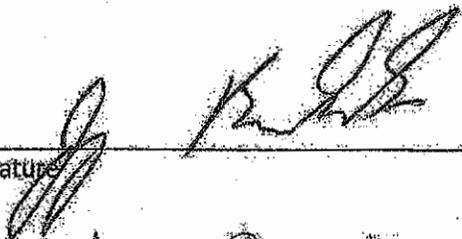
I Hereby Authorize

Rashod Johnson

Authorized Designee


Signature

whose specimen signatures appear above to sign contracts and amendments to the contracts between the County Department - Cook County Department of Transportation and Highways (CCDT&H) and County Material Partners, LLC for the services to be provided pursuant to Request for Qualifications No. 1484-1331.

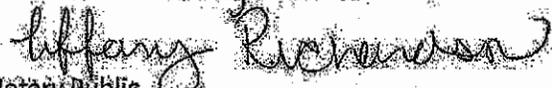

Signature

Jay Bennke
Print Name

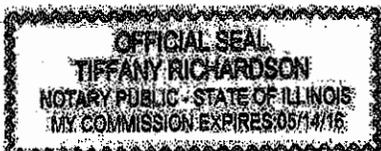
8-11-14
Date

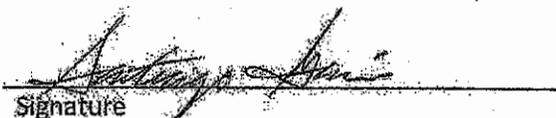
Subscribed and worn before me

this 11 day of August, 2014.


Notary Public

SEAL




Signature

Santiago Carranza
Print Name

8-11-14
Date

Subscribed and worn before me

this 11th day of August, 2014.


Notary Public

SEAL



ECONOMIC DISCLOSURE STATEMENT

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 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: _____

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

*BY: _____

DATE: _____

Subscribed to and sworn before me

My commission expires:

this ____ day of _____, 20____

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.

ECONOMIC DISCLOSURE STATEMENT

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

(SECTION 7)

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

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

My commission expires:

this ____ day of _____, 20 ____.

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.

ECONOMIC DISCLOSURE STATEMENT

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

(SECTION 7)

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

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.

ECONOMIC DISCLOSURE STATEMENT

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 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: County Material Partners - A Joint Venture

BUSINESS ADDRESS: 921 West Van Buren Street, Suite 210; Chicago, IL 60607

BUSINESS TELEPHONE: (312) 846-6246 FAX NUMBER: (773) 289-0567

FEIN/SSN: 30-0841250

*COOK COUNTY BUSINESS REGISTRATION NUMBER: D14139861

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

*BY: *[Handwritten Signature]*

DATE: September 30, 2014

Subscribed to and sworn before me
this 30 day of September, 20 14
x *Danielle Mitchell*

My commission expires:



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.

AFFIDAVIT OF SIGNATURE AUTHORITY

I, Hereby Authorize

Rashod Johnson

Authorized Designee


Signature

whose specimen signatures appear above to sign contracts and amendments to the contracts between the County Department - Cook County Department of Transportation and Highways (CCDT&H) and County Material Partners, LLC for the services to be provided pursuant to Request for Qualifications No. 1484-1351.


Signature

Jay Bennare
Print Name

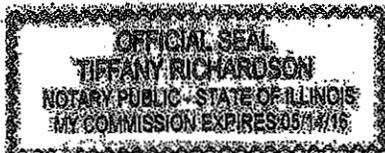
8-11-14
Date

Subscribed and worn before me

this 11 day of August, 2014.


Notary Public

SEAL




Signature

Santos Garcia
Print Name

8-11-14
Date

Subscribed and worn before me

this 11 day of August, 2014.


Notary Public

SEAL



ECONOMIC DISCLOSURE STATEMENT

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 25 DAY OF November, 2014.

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

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

1484-13331

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 800,000.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

NOV 19 2014

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

(Required on contracts over \$1,000,000.00)

EXHIBIT 1

Scope of Services

Scope of Services

PROFESSIONAL ENGINEERING SERVICES FOR QUALITY CONTROL/QUALITY ASSURANCE AND MATERIAL TESTING SERVICES

1 SCOPE OF SERVICES

Quality Control/Quality Assurance and Material Testing Engineering Services include but are not limited to the following:

- a. Quality Control/Quality Assurance and Material Testing Engineering Services shall include providing full and part-time individuals who will work under the direction of CCDOT&H Bureau of Construction in the roles of Quality Control/Quality Assurance and Materials Engineer(s) and/or Inspector(s) responsible for engineering, coring/boring, quality assurance, sampling and testing, and documentation/reporting applicable to various projects' concrete, asphalt, aggregate and/or soil materials, including plant, field and lab testing, as well as review and verification of mix designs, analyses/evaluations/recommendations, research and development of new materials, etc. The Consultant will function as an extension of and supplement to the CCDOT&H Bureau of Construction, working directly with the CCDOT&H Division Supervisor and/or the CCDOT&H Computer Division and communicating with each project's Resident Engineer (RE) concerning inspection activities, results, necessary corrective action, etc. are integral to these responsibilities. The Consultant is immediately responsible to the Construction Bureau of CCDOT&H, the Division Supervisor and under authority of the Construction Bureau Chief of CCDOT&H.
- b. Services shall include but are not limited to the following major tasks:
Services per Construction Project
 - ENGINEERING
 - CORING/BORING
 - TESTING
 - QUALITY CONTROL/QUALITY ASSURANCE
 - DOCUMENTATION/REPORTS
 - TRAINING
 - OTHER

The above services shall be applicable to each construction project's concrete, asphalt, aggregate and/or soil materials, and Database System, during pre-construction, construction and post construction phases, to ensure compliance with the most current Illinois Department of Transportation (IDOT) Manual of Test Procedures for Materials, CCDOT&H and IDOT requirements and any and all other specifications. Investigation/forensics of

existing soil conditions, pavement, etc. may also be included.

Reports and other documentation must be submitted within 5 working days after completion of testing.

The Consultant will furnish properly trained and qualified personnel, IDOT approved laboratory, facilities and equipment to carry out the requirements of this work.

c. Key Personnel shall include but are not limited to:

- Materials Engineer/Manager
- Field Staff with Level II Hot Mix Asphalt (HMA)and Portland Cement Concrete (PCC) to be in charge of Quality Assurance Testing for assignment to construction jobsites on a daily basis
- Quality Control/Quality Assurance Level I and Level II (HMA and PCC) Testing Techs
- Lab staff
- Staff with extensive experience with Chicago Department of Transportation (CDOT) web-based database system

d. Other Requirements:

- Minimum of 3 years of proven experience in the field of Quality Control/Quality Assurance and Material Testing
- Prequalification by IDOT in American Association of State Highway and Transportation Officials (AASHTO) AASHTO Accreditation Program (AAP) Proficiency Assess Program AASHTO Materials Reference Laboratory (AMRL) for aggregate and asphalt, Cement and Concrete Reference Laboratory (CCRL) for concrete; and also must be enrolled in the AASHTO AAP Proficiency Assess Program
- Fully accredited IDOT approved lab for asphalt, concrete and aggregates
- IDOT certification in documentation of contract quantities and construction material documentation

NOTE: The Consultant will be furnished daily work assignments by the CCDOT&H Materials Testing Division and/or other CCDOT&H Construction Office Division to various construction jobsites, suppliers, plants, etc. We have broken down the services into six areas.

e. HMA Quality Assurance:

- Provide a full-time field inspector when HMA is placed. On most days only one inspector will be required by utilizing a single technician on several projects
- Provide HMA laboratory services. HMA samples will be tested for Bulk Specific Gravity Average (Gmm), Maximum Specific Gravity (Gmb), Asphalt Content (AC), and gradation. Cost shall include a 24-hour turnaround on all test strips samples
- Pick up HMA Test Strip samples from contractor plant and deliver to the appropriate laboratory
- Provide plant inspection training at the HMA plant for CCDOT&H personnel
- Provide HMA plant inspection

f. PCC Quality Assurance:

- PCC laboratory services
- PCC cylinders will be tested for compressive strength
- Provide PCC field and plant inspection
- Provide plant inspection training at the HPCC plant for CCDOT&H personnel
- All Compressive strength specimens will be delivered to the specified laboratory by CCDOT&H personnel.

g. Soil Inspection:

- Provide field inspection for stone compaction
- Provide back-up services for laboratory soil testing
- Provide soil boring support when requested
- Provide Geotechnical Engineering support when requested

h. Quality Control/Quality Assurance/Materials Engineering Support:

- Provide review on plan documents
- Provide review of Quality Control Plans
- Provide quality assurance management
- Report and Documentation review
- Field oversight of Quality Assurance
- Materials engineering support
- Forensic analysis
- Provide consulting services in areas of equipment and staff evaluations
- Provide a senior documentation engineer for review of reports, coordinate distribution of reports, and additional training for all CCDOT&H staff in the correct way to complete materials documentation
- Assist in the development and maintenance of proposed Quality Control/Quality Assurance for CCDOT&H web-based database system which is similar to the current CDOT web-based database system

i. Research and Development and Training:

- Provide engineering support for new products
- Provide one training seminar per year

j. American Concrete Institute (ACI) Field Testing Technician and HMA, PCC Level Training:

- Cost will be included to provide training for CCDOT&H personnel which shall include any training that may be needed for Quality Control/Quality Assurance and Material Testing Services procedures and materials.

k. Projects:

- CCDOT&H seeks the above described Professional Engineering Services for projects located throughout Cook County.

EXHIBIT 2

Schedule of Compensation



EXHIBIT 2

SCHEDULE OF COMPENSATION

Upper Limit Compensation. The maximum compensation under this agreement may not exceed \$800,000.00

Fund Number: 5300.562140.5111

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 \$800,000.00.
- b. Fixed Fee or Profit – Each work order shall include a Fixed Fee that will be determined by the following IDOT formula:

$$\text{Fixed Fee} = 0.145 [(2.3+R) DL+IHDC]$$

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).



Cook County Government

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 Construction 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 Construction 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.



Cook County Government

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.



Cook County Government

(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.



Cook County Government

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.



Cook County Government

- (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)**

CONSULTANT COST PROPOSAL

RFQ # 1484-13331

Consultant: County Material Partners, A Joint Venture		Title of Project: Professional Engineering Services for Quality Control/Quality Assurance (QC/QA) and Material Testing Services RFQ for Cook County Department of Transportation and Highways	
Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Material Service Testing, Inc.		\$	\$
GSG Material Testing, Inc.		\$	\$
State Materials Engineering LLC (DBA S.T.A.T.E. Testing, LLC)		\$	\$
		\$	\$
		\$	\$
TOTAL LINE 1			\$
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
Material Service Testing, Inc.		\$	\$
GSG Material Testing, Inc.		\$	\$
State Materials Engineering LLC (DBA S.T.A.T.E. Testing, LLC)		\$	\$
TOTAL LINE 2			\$
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
Material Service Testing, Inc.	165.61%		\$
GSG Material Testing, Inc.	131.20%		\$
State Materials Engineering LLC (DBA S.T.A.T.E. Testing, LLC)	147.11%		\$
TOTAL LINE 3			\$
4. "In-House" Cost		ADD TOTAL LINES 1 + 2 + 3	
5. Profit (% of Line 4)			
6. Other Direct Costs/ Reimbursable Expenses			Estimated Cost
Material Service Testing, Inc.			\$
GSG Material Testing, Inc.			\$
State Materials Engineering LLC (DBA S.T.A.T.E. Testing, LLC)			\$
TOTAL LINE 6			\$
7. Additional Services			Estimated Cost
Geotechnical Investigation and Testing (GSG Consultants, Inc.)			\$
			\$
			\$
			\$
TOTAL LINE 7			\$
8. Subcontractor Cost (from subcontractor's Line B)			
9. Total Project Cost			ADD TOTAL LINES 4 + 5 + 7 + 8
10. Total "Not-to-Exceed" Contract			TOTAL LINE 9

Date: 9/30/2014


 Signature of Authorized Representative of Consultant
RASHED R JOHNSON
 Printed Name of Authorized Representative of Consultant

SUB-CONTRACTOR COST PROPOSAL

Task Order RFP # 1484-13331

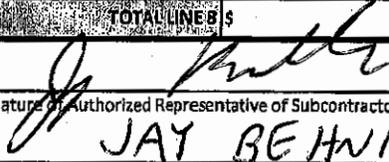
Subcontractor: State Materials Engineering, LLC (DBA S.T.A.T.E. Testing, LLC)	Title of Project: Professional Engineering Services for Quality Control/Quality Assurance (QC/QA) and Material Testing Services RFQ for Cook County Department of Transportation and Highways
---	---

Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Principal		\$ 70.00	\$
Associate Engineer/PM		\$ 70.00	\$
Professional Engineer		\$ 59.33	\$
Civil Engineer		\$ 40.00	\$
Materials Coordinator		\$ 49.84	\$
Laboratory Manager		\$ 50.30	\$
Quality Assurance Manager		\$ 44.50	\$
Staff Accountant		\$ 40.50	\$
Administrative Assistant !!		\$ 29.00	\$
Engineering Technician		\$ 36.37	\$
CWI		\$ 55.00	\$
Level III Technician		\$ 48.11	\$
Level II Technician		\$ 46.29	\$
Level I Technician		\$ 42.09	\$
Laboratory Technician II		\$ 32.75	\$
Laboratory Technician I		\$ 24.50	\$
Material Tester 1		\$ 48.22	\$
Material Tester 2		\$ 48.22	\$
Senior Engineer		\$ 60.00	\$
		\$	\$
TOTAL LINE 1			\$
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
TOTAL LINE 2			\$
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
State Materials Engineering LLC (DBA S.T.A.T.E. Testing, LLC)	147.11%		\$
			\$
			\$
TOTAL LINE 3			\$
4. "In-House" Cost	ADD TOTAL LINES 1+2+3		\$
5. Profit =14.5%[(2.3 + R)DL + IHDC]			\$
6. Other Direct Costs			Estimated Cost
			\$

	\$
	\$
	\$
	TOTAL LINE 6 \$
7. Additional Services	Estimated Cost
	\$
	\$
	\$
	TOTAL LINE 7 \$
8. Total Project Cost	ADD TOTAL LINES 4 + 6 + 7 \$
9. Total "Not-to-Exceed" Contract	TOTAL LINE 8 \$

9-30-14

Date


 Signature of Authorized Representative of Subcontractor
JAY BEHWIKE
 Printed Name of Authorized Representative of Subcontractor

State Materials Engineering, LLC, DBA S.T.A.T.E. Testing, LLC
Maximum/Minimum Payroll Rates 2014-2016

Classification	2014		2015		2016	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Principal	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
Associate Engineer/PM	\$60.00	\$70.00	\$60.00	\$70.00	\$60.00	\$70.00
Professional Engineer	\$43.33	\$59.33	\$45.06	\$61.70	\$46.87	\$64.17
Civil Engineer	\$24.00	\$40.00	\$24.96	\$41.60	\$25.96	\$43.26
Materials Coordinator	\$33.84	\$49.84	\$35.19	\$51.83	\$36.60	\$53.91
Laboratory Manager	\$34.30	\$50.30	\$35.67	\$52.31	\$37.10	\$54.40
Quality Assurance Manager	\$28.50	\$44.50	\$29.64	\$46.28	\$30.83	\$48.13
Staff Accountant	\$24.50	\$40.50	\$25.48	\$42.12	\$26.50	\$43.80
Administrative Assistant II	\$13.00	\$29.00	\$13.52	\$30.16	\$14.06	\$31.37
Engineering Technician	\$20.37	\$36.37	\$21.18	\$37.82	\$22.03	\$39.34
CWI	\$39.00	\$55.00	\$40.56	\$57.20	\$42.18	\$59.49
Level III Technician	\$32.11	\$48.11	\$33.39	\$50.03	\$34.73	\$52.04
Level II Technician	\$30.29	\$46.29	\$31.50	\$48.14	\$32.76	\$50.07
Level I Technician	\$26.09	\$42.09	\$27.13	\$43.77	\$28.22	\$45.52
Laboratory Technician II	\$16.75	\$32.75	\$17.42	\$34.06	\$18.12	\$35.42
Laboratory Technician I	\$8.50	\$24.50	\$8.84	\$25.48	\$9.19	\$26.50
Material Tester 1	\$32.22	\$48.22	\$33.51	\$50.15	\$34.85	\$52.15
Material Tester 2	\$32.22	\$48.22	\$33.51	\$50.15	\$34.85	\$52.15
Senior Engineer	\$47.00	\$60.00	\$48.88	\$62.40	\$50.84	\$64.90

State Materials Engineering, LLC (DBA S.T.A.T.E. Testing, LLC)

Laboratory Tests	Costs
TENSILE STRENGTH RATION (TSR) <i>HMA MIX DESIGN</i>	\$845
BULK SPECIFIC GRAVITY (Gmb, or "d") GYRATORY SPECIMEN (AVG. OF 2)	\$415
HMA AND SMA – MAXIMUM SPECIFIC GRAVITY(Gmm)	\$165
EXTRACTION (REFLUX) WITH WASHED GRAD. (ASTM D 2172,C 136)	\$350
EXTRACTION (IGNITION BURN WITH WASHED GRAD. (ASTM D 2172,C 136)	\$275
EXTRACTION (CENTRIFUGE) WITH WASHED GRAD. W/MOISTURE CORR. (ASTM C-566 & D-146)	\$495
HMA – MAXIMUM SPECIFIC GRAVITY(Gmm)- <i>one test</i> & BULK SPECIFIC GRAVITY (Gmb)-Avg. of 2	\$550
PAVEMENT ANALYSIS – SINGLE CORE(4")W/SAW CUTTING (ASTM D 2726)	\$70
PAVEMENT ANALYSIS – SINGLE CORE(6") W/SAW CUTTING (ASTM D 2726)	\$70
HMA PRODUCTION MIX VERIFICATION*	
(Includes: Reflux Extraction, Gmm, Gmb)	\$850
(Includes: Ignition Extraction, Gmm, Gmb)	\$795
MODIFIED AASHTO T324 (Hamburg Wheel). With Sample Prep	\$1,500
MODIFIED AASHTO T324 (Hamburg Wheel). With Core Samples	\$950
AASHTO D7313 standard for the DCT - On prepared specimens or CoresDeliver to Lab	\$850
AASHTO D7313 standard for the DCT -For HMA plant samples delivered to lab required specimens	\$990
DRY GRADATION (ASTM C 136)	\$100
WASHED GRADATION (ASTM C 136)	\$140
SPECIFIC GRAVITY AND ABSORPTION (ASTM C 127, C 128)	\$230
MOISTURE CONTENT	\$75
MINERAL FILLER GRADATION (ASTM D 546)	\$125
PGE TESTING (Washed Gradation)	\$295
PGE TESTING (Dry Gradation)	\$225
MICRO-DVAL ASTMD7428	\$450
STRIP AC OFF RAP FOR MICRO-DEVAL	\$1,500
LOS ANGELES ABRASION (ASTM C 131)	\$225
FIVE CYCLE SOUNDNESS SODIUM SULFATE (ASTM C 88)	\$525
UNCOMPACTED VOID CONTENT (<i>fine aggregate angularity</i>)(ASTM C 1252)	\$135
FLAT AND ELONGATED PARTICLES (ASTM D4791)	\$140
SAND EQUIVALENT (ASTM D 2419)	\$135
FRACTURED PARTICLES (<i>coarse aggregate angularity</i>)(ASTM D 5821)	\$135
AGGREGATE ABSORPTION (AVG. OF 3) (ASTM C 566)	\$135
UNIT WEIGHT (ASTM C 29)	\$100
DELETERIOUS COUNT	\$135
COMPRESSIVE STRENGTH OF CYLINDERS WITH CURE TIME UP TO 28 DAYS-S.T.A.T.E. Testing made	\$25

COMPRESSIVE STRENGTH OF CYLINDERS WITH CURE TIME UP TO 28 DAYS-non-S.T.A.T.E. Testing made	\$35
FLEXURAL STRENGTH OF BEAMS WITH IL. MODIFIED SINGLE POINT LOADING	\$60
FLEXURAL STRENGTH OF BEAMS WITH ASTM THREE POINT LOADING	\$70
SULFUR CAPPING	\$65
STANDARD PROCTOR (AASHTO T99, ASTM D698)	\$260
MODIFIED PROCTOR (AASHTO T180, ASTM D1557)	\$290
PLASTICITY INDEX (AASHTO T90, ASTM D4318)	\$150
HYDROMETER TEST (AASHTO T-88)	\$150
ORGANIC CONTENT (AASHTO T-267, ASTM D-2974)	\$160
PH OF SOILS (AASHTO T-289)	\$100
MOISTURE CONTENT (ASTM 2216)	\$55
GRADATION SOILS (ASTM 1140)	\$135

Other Reimbursibles

Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum
Vehicle Owned or Leased	\$ 65.00
Vehicle Rental	\$ 55.00
Tolls	Actual cost
Parking	Actual cost
Overtime	Premium portion (Submit supporting documentation)
Shift Differential	Actual cost (Based on firm's policy)
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)
Project Specific Insurance	Actual cost
IDOT QC/QA Training Class(HMA , PCC, Aggregate, Density)	Actual cost

SUB-CONTRACTOR COST PROPOSAL

Task Order RFP # 1484-13331

Subcontractor: GSG Material Testing, Inc.	Title of Project: Professional Engineering Services for Quality Control/Quality Assurance (QC/QA) and Material Testing Services RFQ for Cook County Department of Transportation and Highways
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Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Principal		\$ 70.00	\$
Associate Engineer/PM		\$ 45.56	\$
Professional Engineer		\$45.56	\$
Civil Engineer		\$23.18	\$
Materials Coordinator		\$37.08	\$
Laboratory Manager		\$32.95	\$
Quality Assurance Manager		\$35.02	\$
Staff Accountant		\$22.50	\$
Administrative Assistant II		\$29.00	\$
CWI		\$37.92	\$
Level III Technician		\$37.92	\$
Level II Technician		\$36.64	\$
Level I Technician		\$29.04	\$
Laboratory Technician II		\$24.21	\$
Laboratory Technician I		\$20.00	\$
Senior Engineer		\$70.00	\$
TOTAL LINE 1			\$
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
TOTAL LINE 2			\$
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
GSG Material Testing, Inc.	131.20%		\$
	\$		\$
	\$		\$
TOTAL LINE 3			\$
4. "In-House" Cost	ADD TOTAL LINES 1+2+3		\$
5. Profit =14.5%[(2.3 + R)DL + IHDC]			\$
6. Other Direct Costs			Estimated Cost
			\$

	\$
	\$
	\$
	TOTAL LINE 6 \$
7. Additional Services	Estimated Cost
	\$
	\$
	\$
	TOTAL LINE 7 \$
8. Total Project Cost	ADD TOTAL LINES 1-5+7 \$
9. Total "Not-to-Exceed" Contract	TOTAL LINE 8 \$

10/1/14

 Date

Santiago Garcia

 Signature of Authorized Representative of Subcontractor
SANTIAGO GARCIA

 Printed Name of Authorized Representative of Subcontractor

Direct Cost Sheet
GSG Material Testing, Inc.

Laboratory Tests

Cost

Aggregates		
Sieve Analysis - ASTM C136/AASHTO T27	Sample	\$ 95.00
Sieve Analysis (Washed) - ASTM C136/AASHTO T27	Sample	\$ 125.00
Bulk Density and Voids in Aggregate - ASTM C29/AASHTO T19	Sample	\$ 17.00
Moisture Content of Aggregate by Oven Drying - ASTM C566/AASHTO T255	Sample	\$ 10.00
Specific Gravity and Absorption - ASTM C127 & C128/AASHTO T 84 & T85	Sample	\$ 160.00
Material Passing No. 200 sieve - ASTM C117/AASHTO T11	Sample	\$ 65.00
Organic Impurities in Sands - ASTM C40/AASHTO T21	Sample	\$ 50.00
Uncompacted Void Content of Fine Aggregate - ASTM C1252/AASHTO T304	Sample	\$ 75.00
Asphalt		
Core Density - AASHTO T166	Sample	\$ 35.00
Asphalt Content by Ignition Oven - ASTM D6307/AASHTO T308	Sample	\$ 150.00
Mechanical Analysis of HMA - ASTM D5444/AASHTO T30	Sample	\$ 125.00
Gyratory Compaction - ASTM D6925/AASHTO T312	Sample	\$ 350.00
Bulk Specific Gravity Using Saturated Surface-Dry Specimens - ASTM D2726/AASHTO T166	Sample	\$ 350.00
Maximum Specific Gravity of Bituminous Paving Mixtures - ASTM D2041/AASHTO T209	Sample	\$ 150.00
Marshall Method (Stability and Flow) - ASTM D6926 & D6927/ AASHTO T245	Sample	\$ 225.00
Percent Air Voids in Bituminous Paving Mixtures ASTM D3203/AASHTO T269	Sample	\$ 65.00
Quantitative Extraction of Asphalt Binder from HMA - ASTM D2172/AASHTO T164	Sample	\$ 200.00
T.S.R. Stripping Test - Tensile Strength Ratio - ASTM D4867/AASHTO T283	Sample	\$ 150.00
Concrete		
Compressive Strength of Concrete Cylinders - ASTM C39	Each	\$ 17.00
Concrete / Sample Collection Pickup and Delivery	Trip	\$ 50.00
Curing and Storage of Cylinders made by GSG (not tested)	Each	\$ 17.00
Curing and Storage of Cylinders not made by GSG (not tested)	Each	\$ 17.00
Concrete Test Beam 21x6x6	Each	\$ 25.00
Concrete Unit Weight	Each	\$ 15.00
Shotcrete Core Cutting	Each	\$ 15.00
Shotcrete Core Strength Test	Each	\$ 15.00
Concrete Core Preparation & Compression Test - ASTM C39 & C174	Core	\$ 30.00
Soil		
Moisture Content of Soils - ASTM D2216/AASHTO T265	Sample	\$ 11.00
Atterberg Limits - ASTM D4318/AASHTO T89 & T90	Sample	\$ 75.00
Particle Size Analysis (Hydrometer & Sieve) - ASTM D422/AASHTO T88	Sample	\$ 145.00
Sieve Analysis (Washed) - ASTM C136	Sample	\$ 95.00
Sieve Analysis (Washed - Cohesive Samples Prep) - ASTM C136	Sample	\$ 105.00
Specific Gravity of Soils - ASTM D854/AASHTO T100	Sample	\$ 50.00
Density Determination	Sample	\$ 30.00
Organic Content - ASTM D2974	Sample	\$ 50.00
Organic Matter in Soils by Wet Combustion - AASHTO T194	Sample	\$ 50.00
Visual Engineering Classification - ASTM D2487	Sample	\$ 35.00
Unconfined Compressive Strength of Soil ASTM D2166/AASHTO T208	Sample	\$ 65.00
pH of Soil - AASHTO T289	Sample	\$ 50.00
Standard Proctor (4" mold) - ASTM D698/AASHTO T99	Sample	\$ 165.00
Standard Proctor (6" mold) - ASTM D698/AASHTO T99	Sample	\$ 180.00
Modified Proctor (4" mold) - ASTM D1577/AASHTO T180	Sample	\$ 180.00
Modified Proctor (6" mold) - ASTM D1577/AASHTO T180	Sample	\$ 215.00
Illinois Bearing Ratio (IBR) test including Standard Proctor - ASTM D1883	Test	\$ 550.00
Falling Head Permeability - ASTM D5084	Sample	\$ 500.00
Constant Head Permeability - ASTM D2434	Sample	\$ 390.00
Triaxial Shear Strength Tests:		
Unconsolidated, Undrained - ASTM D2850/AASHTO T296	Sample	\$ 300.00
Consolidated, Undrained - ASTM D4767/AASHTO T297	Sample	\$ 450.00

One Dimensional Consolidation - ASTM D2435/AASHTO T216	Sample	\$ 400.00
Masonry		
Compressive Strength of Concrete Masonry Units (CMU) - ASTM C140	Each	\$ 50.00
Concrete Masonry Units (CMU) Absorption - ASTM C140	Each	\$ 75.00
Grout Sample Compressive Strength - ASTM C1019	Each	\$ 17.00
Masonry Prism Compressive Strength - ASTM C1314	Each	\$ 150.00
Mortar Cube Compressive Strength - ASTM C270	Each	\$ 17.00
Sample Pick Up and Delivery	Trip	\$ 50.00
Other Reimbursibles		
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	
Vehicle Owned or Leased (per day)	\$	65.00
Vehicle Rental	Actual cost	
Tolls	Actual cost	
Parking	Actual cost	
Overtime	Premium portion (Submit supporting documentation)	
Shift Differential	Actual cost (Based on firm's policy)	
Overnight Delivery/Postage/Courier Service	supporting documentation)	
Project Specific Insurance	Actual cost	

SUB-CONTRACTOR COST PROPOSAL

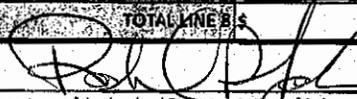
Task Order RFP # 1484-13331

Subcontractor: Material Service Testing, Inc.	Title of Project: Professional Engineering Services for Quality Control/Quality Assurance (QC/QA) and Material Testing Services RFQ for Cook County Department of Transportation and Highways
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Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
President		\$ 70.00	\$
Executive Vice President		\$ 63.00	\$
Operations Manager		\$ 34.88	\$
Laboratory Manager		\$ 37.68	\$
Project Manager		\$ 31.20	\$
Level III Technician		\$ 37.92	\$
Level II Technician		\$ 34.09	\$
Level I Technician		\$ 29.04	\$
Technician Apprentice		\$ 20.27	\$
Materials Coordinator		\$ 26.50	\$
Documentation Coordinator		\$ 19.00	\$
Construction Inspector		\$ 34.50	\$
Accounting Manager		\$ 22.00	\$
Office Manager		\$ 20.00	\$
Administrative Assistant I		\$ 16.00	\$
Laboratory Technician		\$ 16.00	\$
Independent Assurance Inspector		\$ 32.00	\$
			\$
			\$
		\$	\$
TOTAL LINE 1			\$
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
TOTAL LINE 2			\$
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
Material Service Testing, Inc.	165.61%		\$
			\$
			\$
TOTAL LINE 3			\$
4. "In-House" Cost	ADD TOTAL LINES 1+2+3		\$
5. Profit =14.5%[(2.3 + R)DL + IHDC]			\$
6. Other Direct Costs			Estimated Cost
			\$

	\$
	\$
	\$
	TOTAL LINE 6 \$
7. Additional Services	Estimated Cost
	\$
	\$
	\$
	TOTAL LINE 7 \$
8. Total Project Cost	ADD TOTAL LINES 4 + 6 + 7 \$
9. Total "Not-to-Exceed" Contract	TOTAL LINE 8 \$

Date 9/30/2014


 Signature of Authorized Representative of Subcontractor
RASTAD R. JOHNSON
 Printed Name of Authorized Representative of Subcontractor

Material Service Testing, Inc.
Maximum/Minimum Payroll Rates 2014-2016

Classification	2014		2015		2016	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
President	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
Executive Vice President	\$63.00	\$63.00	\$63.00	\$69.30	\$63.00	\$70.00
Operations Manager	\$34.88	\$34.88	\$34.88	\$38.37	\$36.28	\$42.20
Laboratory Manager	\$37.68	\$37.68	\$37.68	\$41.45	\$39.19	\$45.59
Project Manager	\$31.20	\$31.20	\$31.20	\$34.32	\$32.45	\$37.75
Level III Technician	\$36.64	\$37.92	\$36.89	\$38.17	\$37.14	\$38.42
Level II Technician	\$31.59	\$34.09	\$31.84	\$34.34	\$32.09	\$34.59
Level I Technician	\$22.59	\$29.04	\$22.84	\$29.29	\$23.09	\$29.54
Technician Apprentice	\$20.27	\$20.27	\$20.27	\$29.29	\$26.72	\$29.54
Materials Coordinator	\$26.50	\$26.50	\$26.50	\$29.15	\$27.56	\$32.07
Documentation Coordinator	\$19.00	\$19.00	\$19.00	\$20.90	\$19.76	\$22.99
Construction Inspector	\$34.50	\$34.50	\$34.50	\$37.95	\$35.88	\$41.75
Accounting Manager	\$22.00	\$22.00	\$22.00	\$24.20	\$22.88	\$26.62
Office Manager	\$20.00	\$20.00	\$20.00	\$22.00	\$20.80	\$24.20
Administrative Assistant I	\$16.00	\$16.00	\$16.00	\$17.60	\$16.64	\$19.36
Laboratory Technician	\$16.00	\$16.00	\$16.00	\$17.60	\$16.64	\$19.36
Independent Assurance Inspector	\$32.00	\$32.00	\$33.28	\$36.61	\$34.61	\$40.27

Direct Cost Sheet
Material Service Testing, Inc.

Task No.	Description	Laboratory Tests	Type	ASHTO/ASTM	Unit Rate**
1	Conduct a passing TSR test using 150-mm molds and Superpave gyratory compaction using current IDOT procedure. May require more than one TSR if antistriper is required. (Includes aggregate separation, batching, blending, mixing)		HMA	T 283	\$1,363.00
2	Superpave bituminous mix design verification: A: Gmm; Gmb; two ignition oven tests with washed gradation; reflux extraction; and asphalt content and gradation correction factor determination from ignition and reflux. Verification conducted from premixed, pre-made samples ready for testing. Includes TSR on provided specimens prepared at required air void content. B: Gmm; Gmb; two ignition oven tests with washed gradation; reflux extraction; and asphalt content and gradation correction factor determination from ignition and reflux. Verification conducted from premixed, pre-made samples of one Gmb test sample. Verification conducted from premixed samples ready for testing. Includes TSR on provided specimens prepared at required air void content.		HMA	Gmm - T 209Gmb - T 166Ign - T 308Ext - T 164TSR - T 283Gradation - T 27	\$1,352.00
3	Single point asphalt mix design: Includes aggregate separation, washed gradations, blending, mixing, Gmm, Gmb, and analysis		HMA	Gmm - T 209Gmb - T 166Ign - T 308Ext - T 164TSR - T 283Gradation - T 27	\$1,881.00
4	Superpave bituminous mix design including Hamburg Wheel: A: Gmm; Gmb; two ignition oven tests with washed gradation; reflux extraction; and asphalt content and gradation correction factor determination from ignition and reflux. Verification conducted from premixed, pre-made samples ready for testing. Includes TSR on provided specimens prepared at required air void content.		HMA	Gradation - T 27 Mixing - TP 4 Gmm - T 209Gmb - T 166	\$1,500.00
5	Superpave bituminous warm mix design (Chemical Only) AASHTO M323, AASHTO T209-05- Illinois Modified 4/1/10, AASHTO 166-07- Illinois Modified 4/1/10, AASHTO T308-09- Illinois Modified 4/1/10, AASHTO T164-94- Illinois Modified 4/1/10, AASHTO T283-02- Illinois Modified 4/1/09, AASHTO T30-93, Illinois Modified- 11/1/96. Includes Hamburg Wheel.		HMA	Gmm - T 209, T308Gmb - T 166Ign - T 308Ext - T 164TSR - T 283Gradation - T 27	\$1,691.00
6	Superpave HMA mix design . AASHTO T209-05- Illinois Modified 4/1/08, AASHTO 166-07- Illinois Modified 4/1/10, AASHTO T308-09- Illinois Modified 4/1/10, AASHTO T164-94- Illinois Modified 4/1/10, AASHTO T283-02- Illinois Modified 4/1/09, AASHTO T30-93, Illinois Modified- 11/1/96. Includes Hamburg Wheel.		HMA	T209, T166, T308, T164, T283, T30	\$7,250.00
7	Superpave bituminous warm mix design (Chemical Only) AASHTO M323, AASHTO T209-05- Illinois Modified 4/1/08, AASHTO 166-07- Illinois Modified 4/1/10, AASHTO T308-09- Illinois Modified 4/1/10, AASHTO T164-94- Illinois Modified 4/1/10, AASHTO T283-02- Illinois Modified 4/1/09, AASHTO T30-93, Illinois Modified- 11/1/96. Includes Hamburg Wheel. FOAM METHOD		HMA	T209, T166, T308, T164, T283, T30	\$25,000.00
8	Draindown test, an additional requirement for SMA and SML mix designs		HMA	T 305	\$151.00
9	Superpave bituminous mix design verification: A: Gmm; Gmb; and reflux extraction. Verification conducted from premixed samples ready for testing.		HMA	T 283	\$659.00
10	Reflux extraction using a plant or otherwise premixed sample, including wash gradation & splitting as needed. RAP & HMA		HMA	T 164 & T27	\$225.00
11	Reflux extraction using a plant or otherwise premixed sample, including wash gradation & splitting as needed. RAP & HMA		HMA	T164, T30	\$600.00
12	Maximum specific gravity (Gmm or "D") using a plant or otherwise premixed sample, including splitting as needed (2 tests, averaged as one value).		HMA	T 209	\$219.00
13	Mixture bulk specific gravity (Gmb or "d") using a plant or otherwise premixed sample, including splitting as needed (2 tests averaged as one value).		HMA	T 166	\$200.00

15	Ignition oven test, reporting asphalt content only using a plant or otherwise premixed sample, including splitting as needed.	HMA	T 308	\$128.00
16	Ignition oven test, reporting asphalt content and washed gradation using a plant or otherwise premixed sample, including splitting as needed.	HMA	T 308 & T 27	\$180.00
17	Nuclear asphalt content – Conduct a nuclear asphalt content test using a plant or otherwise premixed sample, including pan preparation.	HMA	T 287	\$254.00
18	TSR verification using a plant or otherwise premixed sample.	HMA	T 283	\$557.00
19	Mix Analysis & TSR: Gmm, Gmb, and reflux extraction plus TSR completed on the same plant or otherwise premixed samples	HMA	T 209, T 166, T 164, T 283	\$1,175.00
20	Core density testing, per core	HMA	T 166	\$62.00
21	Flow & Stability 6" specimens	HMA	T 245 Modified	\$231.00
22	Hamburg Wheel Testing on Pavement Cores includes prep and trimming the specimens (20,000 cycles @ SOC)	HMA	T 324	\$1,475.00
23	Hamburg Wheel Testing on Loose HMA by SGC (20,000 cycles @ SOC)	HMA	T 324	\$1,250.00
24	Hamburg Wheel Testing on Pavement Cores includes prep and trimming the specimens (10,000 cycles @ SOC)	HMA	T 324	\$1475.00
25	Hamburg Wheel Testing on Loose HMA by SGC (10,000 cycles @ SOC)	HMA	T 324	\$1,250.00
26	Hamburg Wheel on prepared sample AASHTO T324-Illinois Modified	HMA	T324	\$750.00
27	RAP - Loss of Abrasion using Micro-Deval (on Extracted Material)	HMA	T 327	\$431.00
28	RAP Aggregate Bulk Dry Specific Gravity (Gsb)	HMA		\$207.00
29	Warm Mix Asphalt (WMA) Mix Design using a Foamer (four point design includes aggregate separation, mixing, blending, TSR and four ignition batches)	HMA	M 323 & T 283	N/A
30	Average rate for HMA Level I Technician (per hour)	HMA		\$147.00
31	Average rate for HMA Level II Technician (per hour)	HMA		\$163.00
32	Average rate for HMA Level III Technician (per hour)	HMA		\$173.00
33	Average rate for Density Technician (per hour)	HMA		\$137.00
34	AASHTO D7313 standard for the DCT - On prepared specimens Deliver to Lab	HMA		\$400.00
35	AASHTO D7313 standard for the DCT - For HMA plant samples delivered to lab required specimens	HMA		\$750.00
36	Concrete breaks: Cylinder (wet curing) using neoprene pads 6x12	PCC	T 22	\$26.00
37	Concrete breaks: Cylinder (wet curing) using neoprene pads 4x8	PCC	(ASTM C39)	\$26.00
38	Concrete breaks: Cylinder (dry curing) using neoprene pads 6x12	PCC		\$24.00
39	Concrete breaks: Cylinder (dry curing) using neoprene pads 4x8	PCC	T 22	\$24.00
40	Concrete breaks: Cylinder (sulfur capped) 6x12	PCC	(ASTM C39)	\$48.00
41	Concrete breaks: Cylinder (sulfur capped) 4x8	PCC	ASTM 617 & 1231	\$48.00
42	Concrete breaks: Beams center point loading (with curing)	PCC	T 177	\$44.00
43	Concrete breaks: Beams 1/3 point loading (with curing)	PCC	T 97	
44	Concrete core cutting and sample preparation	PCC	(ASTM C78)	\$54.00
45	Concrete Level I Technician with Equipment (per hour)	PCC		\$170.00
46	Concrete Level II Technician with Equipment (per hour)	PCC		\$147.00
47	Washed gradation including splitting as needed	PCC		\$163.00
48	Fine particle size classification – gradation and hydrometer analysis	AGG	T 27	\$133.00
49	Coarse aggregate specific gravity test, reporting Gsb, Gsa, Gsb (SSD) and absorption (Submerged Method)	AGG	T 88	\$170.00
50	Fine aggregate specific gravity test, reporting Gsb, Gsa, Gsb (SSD) and absorption (Submerged Method)	AGG	T 85	\$205.00
51	Aggregate specific gravity verification – Fine aggregate (Submerged Method)	AGG	T 84	\$259.00
52	Aggregate specific gravity verification – Coarse aggregate (Submerged Method)	AGG	T 84	\$200.00
53	Aggregate voids - Fine Aggregate	AGG	T 85	\$229.00
54	Aggregate voids - Coarse aggregate	AGG		\$250.00

Item #	Description	Code	Manual of Test Procedures Appendix B21	Rate
55	Aggregate specific gravity verification – reclaimed asphalt pavement (RAP-Vacuum Method)	AGG	Manual of Test Procedures Appendix B21 T 209	\$208.00
56	Aggregate specific gravity verification – recycled asphalt shingles (RAS - Vacuum Method) average of two tests	AGG	(Modified)	\$219.00
57	Slag counts (Ignition test plus count)	AGG		\$229.00
58	Aggregate proctors (complete) MOD	AGG	T 180	\$250.00
59	Fine Aggregate Angularity (FAA)	AGG		\$161.00
60	Flat and Elongated	AGG		\$150.00
61	ASTM D6928 and 7428 Resistance of Course/Fine Aggregate to Degradation by Abrasion in Micro-Deval apparatus	AGG		\$380.00
62	Aggregate Technician 5 day (per hour)	AGG	T 99	\$158.00
63	Standard Proctor	SOIL	T 89 & T 90	\$175.00
64	Liquid & Plastic Limit	SOIL		\$155.00
65	Hydrometer Analysis (AASHTO T88)	SOIL	T 88	\$206.00
66	Soils Technician (S-33 Certified)	SOIL		\$158.00
67	Laboratory Technician (per hour) IDOT Laboratory (level II)	MISC		\$158.00
68	Source Inspector (per hour) (Non-union)	MISC		\$176.00
69	Sample pick-up (per hour)	MISC		\$300.00
70	Core cutting: traffic control only	MISC	Actual Cost (requires 2-3 quotes)	
71	Core cutting: mobilization to job site	MISC	Actual Cost (requires 2-3 quotes)	
72	Core cutting: coring for density, per core under 12" depth	MISC	quotes)	\$170.00
73	Core cutting: coring for density, per core over 12" depth	MISC		\$198.00
74	Core sawing: concrete & bituminous	MISC		\$76.00
75	Polarized Light Microscopy (PLM) – Test method to identify asbestos following: EPA 600/R-93/116. Laboratories shall be accredited through the National Institute of Standards and Technology (NIST).	MISC		\$39.00
76	Project Manager	MISC		\$176.00
77	Mileage (*Per IDOT policy)	MISC	Up to State Rate	Maximum \$65.00
78	Vehicle Cost (daily)	MISC		1.5 times hourly rate
79	Average rate for Overtime (per hour)	MISC		2.0 times hourly rate
80	Average rate for Overtime Holidays and Sundays (per hour)	MISC		1.1 times hourly rate
81	Average Night Differential, additional cost for labor outside standard working hour, (per hour)	MISC		hourly rate
82	Per Diem	MISC		Negotiated
83	Accommodations	MISC		Negotiated
84	PGE Gradation Test - Washed or Dry	AGG		\$347.00
85	Organic Content By Wet Combustion	SOIL		\$92.00
86	Concrete Core Specimen - preparation and compression tests-per core	PCC		\$75.00
87	Compressive Strength of Lightweight Insulating Concrete-per cylinder	PCC		48.00
88	Shotcrete Panel Coring - 6 cores per panel	PCC		\$300.00
89	Compressive Strength of Shotcrete Panel Cores-per core	PCC		\$75.00
90	Nuclear Density Gauge - Per Day	MISC		\$95.00

** For Expedited Services (48 hour or less turnaround) there is a 50% upcharge to Standard Rates.

EXHIBIT 3

Evidence of Insurance

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Revised 11/4/2014

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 Financial Renaissance 203 N. LaSalle Street, Suite 2100 Chicago, IL 60601	CONTACT NAME: Mary Ann Palumbo
	PHONE (A/C No. Ext): 312-492-6900 FAX (A/C No.): 312-492-6969
	E-MAIL ADDRESS: mpalumbo@finren.com
	INSURER(S) AFFORDING COVERAGE
INSURED GSG Material Testing, Inc. 2945 West Harrison Chicago, IL 60612	INSURER A: Nautilus Insurance Company
	INSURER B: Travelers Indemnity Co. of CT
	INSURER C: Nautilus Insurance Company
	INSURER D: Great Divide Insurance Company
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Claims Made: Mold Pro GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ECPO1536935-13	04/20/2014	04/20/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Per Project Aggregate CAP \$5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BA-3D132881-14	04/20/2014	04/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		FFX1536936-13	04/20/2014 04/20/2014	04/20/2015 04/20/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WCA1530989-13	04/20/2014	04/20/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Mold Coverage		ECPO1536935-13	04/20/2014	04/20/2015	\$1,000,000 Sublimit
A	Professional		ECPO1536935-13	04/20/2014	04/20/2015	\$1,000,000 Sublimit

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

The following is included as an Additional Insured on the General Liability, Automobile Liability and Excess Liability on a primary and non-contributory basis as required by written contract:
County Material Partners, A Joint Venture and Cook County, its officials and employees.

A Waiver of Subrogation applies to the General Liability, Automobile and Workers Compensation Policies per written contract.

30 days Notice of Cancellation will be provided, 10 days notice in the event of Non-payment of premium.

CERTIFICATE HOLDER County Material Partners, A Joint Venture 921 W. Van Buren Street, Suite 210 Chicago, Illinois 60607	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 <i>Joseph Alarido</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/3/2014

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 Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg IL 60173-	CONTACT NAME: Linda Luebking PHONE (A/C, No, Ext): (847) 463-7832 FAX (A/C, No): (847) 440-9123 E-MAIL ADDRESS: L.Luebking@AssuranceAgency.com
	INSURER(S) AFFORDING COVERAGE
INSURED S.T.A.T.E. Testing, LLC 570 Rock Road, Unit K Dundee IL 60118	INSURER A : Underwriters at Lloyds of London
	INSURER B : Travelers Property Casualty
	INSURER C : Travelers Indemnity Company
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1994729471

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		P6800E729269TIL14	2/1/2014	2/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA0E72926914CAG	2/1/2014	2/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		PCUP0E729269TIL14	2/1/2014	2/1/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		PHUB0E72926914	2/1/2014	2/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability		B345400240272	2/1/2014	2/1/2015	Each Occurrence: \$2,000,000 Aggregate: \$2,000,000 Deductible: \$25,000

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

Contract number is 1481-13331.

It is agreed that the following are Primary & Non-Contributory Additional Insured, when required by written contract, on the General Liability, Auto Liability, and Umbrella (follows form) with respect to operations performed by the Named Insured in connection with this project:

County Material Partners - A Joint Venture
 Cook County, its officials and employees
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Cook County
 118 N Clark Street
 Chicago IL 60602

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

Daniel R. K...

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Assurance Agency, Ltd.		NAMED INSURED S.T.A.T.E. Testing, LLC 570 Rock Road, Unit K Dundee IL 60118	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

A Waiver of Subrogation applies to the Workers Compensation, General Liability, & Auto Liability policies in favor of the additional insureds.

EXHIBIT 4

Board Authorization

Federal Job Number(s): N/A

Concurrences:

Vendor has met the Minority and Women Business Enterprise Ordinance.

The Chief Procurement Officer concurs.

Summary The contract provides street sweeping services for various locations throughout the Cook County Board Districts on an as-needed basis.

This is a Comparable Government Procurement pursuant to Section 34-140 of the Procurement Code. Illinois Central Sweeping Services, Inc. was previously awarded a contract by the City of Chicago.

The Department of Transportation and Highways recommends that Contract Number 1313-12728 between Cook County and Illinois Central Sweeping, LLC, Blue Island, Illinois be increased by \$130,842.00.

14-5254

Presented by: JOHN YONAN, P.E., Superintendent, Department of Transportation and Highways

PROPOSED CONTRACT (TRANSPORTATION AND HIGHWAYS)

Department(s): Transportation and Highways

Vendor: County Material Partners, A Joint Venture, in the City of Chicago, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute contract.

Good(s) or Service(s): Quality Control/Quality Assurance and Material Testing Services

Location: Various Locations throughout Cook County

County Board District: Countywide

Section: 14-8TEST-02-EG

Contract Value: \$800,000.00

Contract period: 12/1/2014 - 11/30/2016 with a one (1) year option to renew

Centerline Mileage: N/A

Potential Fiscal Year Budget Impact: FY 2015 \$400,000.00; FY 2016 \$400,000.00

Accounts: Motor Fuel Tax Fund (600-585 Account)

Contract Number(s): 1484-13331

IDOT Contract Number(s): N/A

Federal Project Number(s): N/A

Federal Job Number(s): N/A

Concurrences:

Vendor has met the Minority and Women Business Enterprise Ordinance.

The Chief Procurement Officer concurs.

Summary: Request for Qualifications (RFQ) procedures were followed in accordance with the Procurement Code. This contract includes but is not limited to materials engineering and inspection, coring and boring, quality assurance, material sampling, testing, documentation, reporting, review of test results and recommendation of corrective action if necessary, plant and jobsite inspection, review of quality control plans, forensic analysis and verification of mix designs applicable to various projects' concrete, asphalt, aggregate and soils materials during the pre-construction, construction and post-construction phases, as well as concrete and asphalt plant inspection training to Department of Transportation and Highways' staff, research, development and recommendation of new materials and assist in the development of and maintenance of a materials database system.

County Material Partners, A Joint Venture, of Chicago, Illinois was selected as the qualified vendor. It is recommended that the contract be awarded to County Material Partners, A Joint Venture, of Chicago, Illinois.

14-5584

Presented by: JOHN YONAN, P.E., Superintendent, Department of Transportation and Highways

REPORT

Department: Transportation and Highways

Request: Receive and File.

Report Title: Bureau of Construction Monthly Progress Report.

Report Period: Ending 9/30/2014.

Summary: Submitted is a copy of the Construction Bureau Progress Report ending 9/30/2014.

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:

COUNTY MATERIAL PARTNERS - A JOINT VENTURE

ADDRESS:

921 W. VAN BUREN, #210, CHICAGO, IL 60607

TELEPHONE:

312 - 846-6246

CONTACT NAME:

RASHOD R. JOHNSON

CONTACT EMAIL:

RJOHNSON@MSTLI.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.

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: 1484-13331
- b. The Contractor is providing the following type of Services: Auditing or Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? Yes or No.
If yes, please state the other Contract Number(s) and the Nature of Services.
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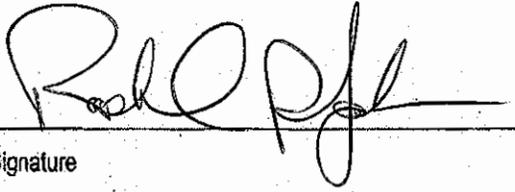
THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

- 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

RASHED R. JOHNSON

Name (Type or Print)

MANAGING PARTNER

Title

9/30/2014

Date