

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 11-84-012

SECTION CORNER SURVEY

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY BUREAU OF TECHNOLOGY

AND

AMERICAN SURVEYING & ENGINEERING, P.C.

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

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

d)	Business Documents	15
e)	Conflicts of Interest.....	15
f)	Non-Liability of Public Officials	16
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET		17
a)	Events of Default Defined	17
b)	Remedies.....	18
c)	Early Termination	19
d)	Suspension	20
e)	Right to Offset.....	20
f.)	Delays	21
g.)	Prepaid Fees	21
ARTICLE 10) GENERAL CONDITIONS		21
a)	Entire Agreement.....	21
b)	Counterparts.....	22
c)	Modifications and Amendments	22
d)	Governing Law and Jurisdiction.....	22
e)	Severability	23
f)	Assigns.....	23
g)	Cooperation.....	23
h)	Waiver.....	23
i)	Independent Contractor.....	24
j)	Governmental Joint Purchasing Agreement	24
ARTICLE 11) NOTICES.....		24
ARTICLE 12) AUTHORITY		25

Economic Disclosure Statement
Signature Pages

List of Exhibits

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance

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 American Surveying & Engineering, P.C., doing business as a(an) Corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Chief Procurement Officer on the 1st day of February, 2012.

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Section Corner Survey. 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 Bureau of Technology.

"**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

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.

List of Key Personnel:

Name:

Mr. Covertine Fidis, P.S.

Title:

American Surveying & Engineering, P.C. Project Principal

Mr. John Dybas, P.S.

American Surveying & Engineering, P.C. Senior Project Manager

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 3.4(c) 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 34-277) 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 Exhibit 3, 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 Exhibit 3.

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.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

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

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.6(a)(ii).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.6(a)(iv).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any

loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 5) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(1) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(2) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

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

(4) Consultant must require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(5) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the 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) Subcontract 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.

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 February 1, 2012 ("Effective Date") and continue until January 31, 2013 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 4.2 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 2 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 Fund number 545-520. Payments under this Agreement must not exceed \$39,987.00 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other

federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) Price Reduction

If at any time after the contract award, 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 the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; 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 9.1 and 9.3.

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 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 3.11 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 Section 7a. 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 9.2;
- 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 9.1 and 9.2 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 9.1 and 9.2 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 9.3.

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 9.3.

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 9.2 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 from time to time 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. Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Chief Procurement Officer.

Subject to the foregoing, the Chief Procurement Officer may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section 10.c., 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: Cook County Bureau of Technology
 69 W. Washington, Ste 2700
 Chicago, Illinois 60602
 Attention: Department Director

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: American Surveying & Engineering, P.C.
105 W. Madison St., Suite 1700
Chicago, IL 60602
Attention: Coventine Fidis, President and CFO

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.

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

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

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

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

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

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

MBE/WBE UTILIZATION PLAN

Section 1

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs, (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

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

MBE/WBE Firm: Claassen, White & Associates, P.C.

Address: 121 Airport Dr., Unit 1, Joliet, IL 60431

E-mail: rwhite@csky.net

Contact Person: Rhonda White Phone: 815-744-3720

Dollar Amount Participation: \$ 2,499.00

Percent Amount of Participation: _____ ten %

*Letter of Intent attached? Yes No _____

*Letter of Certification attached? Yes No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*Where goals have not been achieved through Direct Participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission.

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through Direct Participation. However, Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***All Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after bid opening or proposal due date.**

TONI PRECKWINKLE

PRESIDENT

EARLEAN COLLINS
ROBERT STEELE
JERRY BUTLER
WILLIAM M. BEAVERS
DEBORAH SIMS
JOAN PATRICIA MURPHY
JESUS G. GARCIA
EDWIN REYES

1st Dist. PETER N. SILVESTRI 9th Dist.
2nd Dist. BRIDGET GAINER 10th Dist.
3rd Dist. JOHN P. DALEY 11th Dist.
4th Dist. JOHN A. FRITCHEY 12th Dist.
5th Dist. LARRY SUFFREDIN 13th Dist.
6th Dist. GREGG GOSLIN 14th Dist.
7th Dist. TIMOTHY O. SCHNEIDER 15th Dist.
8th Dist. JEFFREY R. TOBOLSKI 16th Dist.
ELIZABETH ANN DODDY GORMAN 17th Dist.



LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

March 31, 2011

Mr. Covertine Fidis
President
American Surveying & Engineering, P.C.
105 West Madison - Suite 1700
Chicago, IL 60602

Annual Certification Expires: May 8, 2012

Dear Mr. Fidis:

We are pleased to inform you that American Surveying & Engineering, P.C. has been re-certified as an MBE (9) by Cook County Government. This MBE (9) certification is valid until May 8, 2012; however your firm must be revalidated annually. Your firm's next annual validation is required by May 8, 2012.

As a condition of continued certification during this three (3) year period, you must file a "No Change Affidavit" within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

Cook County Government may commence action to remove your firm as an MBE (9) vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm will be listed on the Internet in the next edition of the Cook County Directory of Minority and Women Business Enterprises. Your area of specialty will be listed as:

PROFESSIONAL SURVEYING AND ENGINEERING CONSULTING SERVICES

Your participation on County contracts will be credited toward MBE (9) goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credited toward MBE (9) goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

LaVerne Hall
Director

LH/ehw

AMERICAN SURVEYING &
ENGINEERING, P.C.
RECEIVED

APR 6 - 2011

105 WEST MADISON, SUITE 1700
CHICAGO, IL 60602





CITY OF CHICAGO
OFFICE OF COMPLIANCE

July 13, 2010

Rhonda J. White
Claassen, White, & Associates, P.C.
121 Airport Drive Unit 1
Joliet, IL 60431

Annual Certificate Expires: July 31, 2011
Vendor Number: 20060355

Dear Ms. White:

We are pleased to inform you that **Claassen, White, & Associates, P.C.** has been certified as a **Women Business Enterprise (WBE)** by the City of Chicago. This WBE certification is valid until **July 31, 2015**; however your firm must be re-validated annually. Your firm's next annual validation is required by **July 31, 2011**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate and Individual Tax Returns.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

NAICS 541370 Land Surveying Services
NAICS 541370 Surveying and Mapping Services

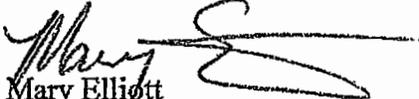


CITY OF CHICAGO
OFFICE OF COMPLIANCE

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

Thank you for your continued interest in the City's Supplier Diversity Program.

Sincerely,


Mary Elliott
Acting Managing Deputy

COOK COUNTY LETTER OF INTENT
(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: RFP Section Corner Survey; RFP No. 11-84-012P

From: Claassen, White & Associates, P.C.
(MBE/WBE Firm)

To: American Surveying & Engineering, P.C. and the County of Cook
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. *All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.*

Description of Service/Supply/Project	Fee/Cost
1. <u>Professional land survey services</u>	<u>\$ 2,499.00 10 %</u>
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
Total: \$ _____ %	

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

Upon Penalty of perjury, I RHONDA J. WHITE (print name)

the PRESIDENT (title) and duly authorized representative

of the WBE firm, Claassen, White & Associates, P.C. (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be

supplies/performed for the above indicated total dollar amount \$ _____ which represents the

above indicated total percentage _____ % for the contract amount \$ _____.

Rhonda J. White
(Signature of affiant)

06, 16, 2011
(Date)

Subscribed and sworn to before me this 16th day of _____ June, 20 11.

Jason Shibley
(Notary's Signature)



COOK COUNTY LETTER OF INTENT
FROM BIDDER OR PROPOSER TO COOK COUNTY

Upon penalty of perjury Coventine Fidis (print name),
the President / CEO (title) and duly authorized
representative of American Surveying & Engineering, P.C. (Bidder Proposer firm),
affirm that the foregoing information is true and correct and the services, supplies and/or project indicated above will
be supplied/performed for the above indicated total dollar amount \$ 2,499.00, which represents the
above indicated total percentage 10% for the contract amount \$ 24,990.00

[Signature]
(Signature of affiant) Coventine Fidis

06 / 20 / 2011
(Date)

Subscribed and sworn to before me this 20th day of June, 2011.

[Signature]
(Notary's Signature)

(Notary Seal)



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

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract (please explain)

2) the specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation (please explain)

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

4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms (please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

- 1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation (please attach)
- 2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business (please attach)
- 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services (please attach)
- 4) Use the services and assistance of the Office of Contract Compliance Staff (please explain)
- 5) Engaged MBEs & WBEs for indirect participation (please explain)

D. OTHER RELEVANT INFORMATION

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

CERTIFICATIONS
(SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, 1, 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) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES
(SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
<u>N/A</u>	

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

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

a) Is Bidder a "Local Business" as defined above?
Yes: X No: _____

b) If yes, list business address(es) within Cook County:
105 W. Madison St., Ste. 1700, Chicago, IL 69692

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: X 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 and complete the following, based upon the definitions and other information included in such Affidavit:

_____ Applicant has no "Substantial Owner."

OR

 X The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

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): 09-33-202-019-0000

(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.

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 certificate; 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:

County Privilege: resultant contract RFP Section Corner Survey
County Department: Bureau of Technology

Applicant Information:

Last name: Fidis First Name: Coventine MI: _____
SS# (Last Four Digits): 5 5 2 3
Street Address: 1026 Rainwood Dr.
City: Aurora State: IL Zip: 60506
Home Phone: (815) 973 - 6231 Drivers License No: F320-1004-7353

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: 06/20/2011
Coventine Fidis

Subscribed and sworn to before me this 20th day of June, 2011

x [Signature]
Notary Public Signature

Notary Seal



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 American Surveying & Engineering, P.C. D/B/A: N/A EIN NO.: 36-3307274

Street Address: 105 W. Madison St., Ste. 1700

City: Chicago State: IL Zip Code: 60602

Phone No.: 312-277-2000

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each 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
Coventine Fidis	1026 Rainwood Dr., Aurora, IL 60506	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.

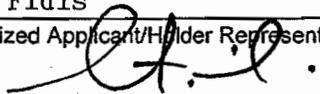
Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [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.

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

Signature Coventine Fidis
c.fidis@americansurvey.com
E-mail address

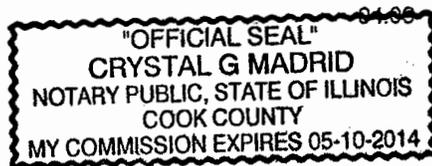
President / CEO
Title
06/20/2011
Date
312-277-2000
Phone Number

Subscribed to and sworn before me this 20th day of June 2011

My commission expires: 05/10/2014

x 
Notary Public Signature

Notary Seal



**SIGNATURE BY A CORPORATION
(SECTION 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the 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: AMERICAN SURVEYING & ENGINEERING, P.C.

BUSINESS ADDRESS: 105 W. MADISON, SUITE 1700
CHICAGO, IL 60602

BUSINESS TELEPHONE: (312) 277-2000 FAX NUMBER: (312) 277-2002

CONTACT PERSON: COVENTINE FIDIS

FEIN: 36-3307274 *IL CORPORATE FILE NUMBER: 53453368

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: COVENTINE FIDIS **MANAGER** PAUL STANTON
VICE PRESIDENT: COVENTINE FIDIS

SECRETARY: COVENTINE FIDIS TREASURER: COVENTINE FIDIS

**SIGNATURE OF PRESIDENT: *Paul Stanton*

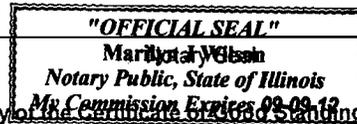
ATTEST: *Paul Stanton* (CORPORATE SECRETARY)

Subscribed and sworn to before me this

5TH day of JANUARY, 2012.

My commission expires: 9/09/12

x *Marilyn J. Wilson*
Notary Public Signature



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

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



AMERICAN
SURVEYING & ENGINEERING, P.C.

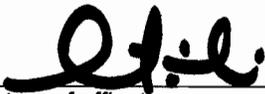
AFFIDAVIT

State of Illinois
County of Whiteside

BEFORE ME, the undersigned Notary, Marilyn Wilson, on this 5th day of January, 2012, personally appeared Coventine Fidis [name of affiant], known to me to be a credible person and of lawful age, who being by me first duly sworn, on his [his or her] oath, deposes and says:

I, Coventine Fidis, and the sole shareholder of American Surveying & Engineering, P.C. As the sole shareholder I hold all corporate offices, more specifically, President, Vice President, Secretary, and Treasurer. Furthermore, I have given one-time permission to Paul Stanton, a manager at American Surveying & Engineering, P.C., to attest to my signature as Corporate Secretary for a contract with Cook County on January 5, 2011.

Further, affiant says nothing.

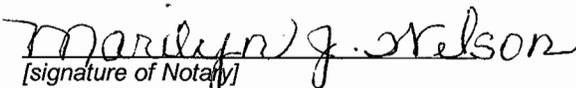

[signature of affiant]

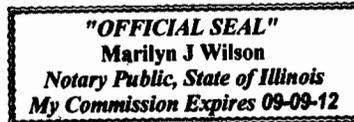
Coventine Fidis
[typed name of affiant]

105 W. Madison, STE 1700, Chicago, IL 60602
[address of affiant]

Subscribed and sworn to before me, this 5TH [day of month] day of JANUARY [month], 20 12.

[Notary Seal:]


[signature of Notary]



MARILYN J. WILSON
[typed name of Notary]

NOTARY PUBLIC

My commission expires: NOVEMBER 9TH, 20 12.

Visit our website at: www.americansurvey.com

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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

Joni Prosser

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lencastre

COOK COUNTY PURCHASING AGENT

John Reibold

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 9th DAY OF February, 2012.

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

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

11-84-012

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 39,987.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: 545 520

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 OFFICE
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

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: Coventine Fidis Title: President / CEO
American Surveying
Business Entity Name: & Engineering, P.C. Phone: 312-277-2000
Business Entity Address: 105 W. Madison St., Ste. 1700, Chicago, IL 60602

 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.

C. F.
Owner/Employee's Signature Coventine Fidis 06/20/2011
Date

Subscribe and sworn before me this 20th Day of June, 20 11

a Notary Public in and for Cook County

Crystal G. Madrid
(Signature)

NOTARY PUBLIC "OFFICIAL SEAL" My Commission expires 05/10/2014



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

EXHIBIT 1

Scope of Services

1. SCOPE OF SERVICES

1.1 Purpose

The purpose of this RFP is to survey forty-three (43) section corners along its common boundary with Will County, specifically those that bound Lemont, Orland, Rich and Bloom Townships in Cook County. A project map is included as Appendix VI. All property descriptions are based on the United States Public Land Survey System (PLSS), and all section corner monuments are its foundation. Over the decades, many of these monuments have been lost or destroyed due to various activities such as road construction or general development. Natural features such as surface water are another potential hindrance to the placement of monuments. There are also instances of conflicting locations for these corners. The aim is to recover, reconcile and reset these corners for the sake of perpetuation to serve accurate and consistent surveying per standards established at Federal (National Geodetic Survey Database) and state levels. This is part of a longer range program to re-establish corners for the entire boundary of the County, whereas none currently exist.

Essentially, this initiative will support the following:

- Accurate PLSS data informs all GIS data georeferenced to section corners, including, most directly, the cadastral fabric of Cook County upon which accurate property assessment and taxation is performed,
- All Cook County remote sensing missions (orthorectified aerial, oblique aerial, ground, and LIDAR) require accurate GPS-based measurements for accurate location of the sensor,
- Future CORS implementation in the region will be coordinated with more precision,
- General surveying projects that comply with the Land Survey Monuments Act, ranging from local private work as well as governmental initiatives such as the federal-state Illinois Height Modernization Program,
- Northeastern Illinois Counties GIS Managers Consortium have resolved to manage their shared boundaries which requires accurate PLSS corners in order to locate adjacent and transboundary GIS data reliably, and
- Emergency management routinely involves transboundary events that will be more accurately located and tracked with precise PLSS monumentation.

1.2 Scope of Work

All Proposers to this RFP shall detail procedures, specifications, justification, and costs in order to accomplish the major tasks. The major tasks include the following:

1. Corner research and recovery,
2. Monumentation,
3. Registration,
4. Metadata, and
5. Geodatabase design.

1.3 GIS Software

The Cook County GIS Steering Committee, which consists of representatives from all the major departments utilizing GIS data, has adopted ArcGIS[®], a GIS software suite produced by Environmental Systems Research Institute, Inc. (ESRI[®]), and all of its affiliated products including ArcView[®], ArcSDE[®], and ArcGIS[®] Server, as its standard platform in the server, desktop, and Internet/Intranet environments. This ensures the efficiency of data transfer and its overall manipulation across all departments. Moreover, the effective coordination of GIS activities significantly enhances the safeguards on data integrity and quality control. Currently, the County is operating at version 9.3.1 for its ESRI[®] products.

1.4 GIS Database

Currently the records of the GIS are stored and managed in an ArcSDE[®] server utilizing Microsoft[®] SQL Server[®] as the RDBMS. Geodatabase is the primary data format standard. The basic datasets include cadastre (tax division data), planimetry (photo-identifiable features), administrative (jurisdictional boundaries), census (blocks and tracts), terrain (LIDAR, DEM, and one-foot topography), and orthoimagery. The adopted coordinate system is Illinois State Plane, East Zone, US Survey Feet, NAD 83 HARN horizontal datum. Comprehensive Federal Geographic Data Committee (FGDC)-compliant metadata has been established as a standard and has been written for all major data layers.

1.5 Standards and Considerations

The Proposer will accomplish recovery of specified corners according to the outline of the "Input Formats and Specifications of the National Geodetic Survey (NGS) Data Base," commonly called the "Blue Book," in order to prepare and submit geodetic data for incorporation into NGS' data base. Survey data that are entered into NGS' data base become part of the National Spatial Reference System (NSRS). The formats and specifications are consistent with the aims of the Executive Office of the President, Office of Management and Budget's (OMB) Circular A-16, as revised in 1990. A major goal of the circular, which is titled "Coordination of Surveying, Mapping, and Related Spatial Data Activities," is to develop a national spatial data infrastructure with the involvement of Federal, state, and local governments, and the private sector. This multilevel national information resource, united by standards and criteria established by the Federal Geodetic Control Subcommittee (FGCS) of the Federal Geographic Data Committee (FGDC), will enable the sharing and efficient transfer of geospatial data between producers and users.

Additional standards for adherence include the National Society of Professional Surveyors Model Standards for Property Surveys and Accuracy Definitions (horizontal accuracy of 0.07'):

<http://www.nspsmo.org/index.cfm?fuseaction=Page.viewPage&pageId=673&parentID=525&nodeID=2>

and the National Geodetic Survey (NGS) Standards for GPS surveys regarding: RTK GPS Standards:

http://www.ngs.noaa.gov/PUBS_LIB/NGSRealTimeUserGuidelines.v1.0.pdf

and OPUS for GPS static surveys:

<http://www.ngs.noaa.gov/OPUS/>.

At the state level, the County intends for the particulars of this project to comply with Illinois Public Act 79-649, entitled "An Act to Provide for The Perpetuation of Land Survey Monuments" and generally referred to as the *Land Survey Monuments Act*, Appendix IV. This act requires that all monument records of surveys of the PLSS be filed with the County Recorder of Deeds in which the survey was done. All survey work must be done in full compliance with this act. The act also states that any restoration of lost or obliterated corner markers must be accomplished by or under the direct supervision of an Illinois Registered Land Surveyor in charge.

All labor associated with County GIS projects is assumed to be done by staff in facilities located in the United States and will be reflected in Appendix I, Pricing Proposal. However, if a Proposer plans to include offshore resources in their solution, then it will be considered as an option in their solution in addition to a fully onshore solution as originally indicated in the RFP. In addition, the cost schedule needs to clearly distinguish any optional solutions that the Proposer believes is alternative to the project requirements.

Proposers must document their ability to assume the scale of this project given their available resources (staff, equipment, fiscal) on balance with other similar potential projects to be undertaken during the project timeframe. A list of concurrent projects with contract dates must be provided to this end.

1.6 Project Plan

The scope of work is to be enacted in accordance with the overall project plan noted in this section. This plan consists of three phases:

1. Phase One: Project initiation and assessment,
2. Phase Two: Pilot project, and
3. Phase Three: Production.

1.6.1 Phase One: Project Initiation

Project initiation will begin after execution of the Contract by the Cook County Board of Commissioners. Agreement on administrative and communication procedures would follow. It will be required that during this phase, a requisite number of meeting(s) will be convened between the Contractor and the County. After these meeting(s), the Contractor will begin drafting a project plan manual, detailing both the technical and administrative procedures to be followed for the duration of this project. This phase should include any assessment of the various processes and data that will be integrated for this project. The County will review and develop this further, if required. Any subsequent drafts will be approved by the County.

1.6.2 Phase Two: Pilot Project

When the items in Phase One are accepted by the County, the Contractor will immediately proceed to the design of the geodatabase feature class and establishment of a pilot section corner(s) as agreed by both parties. Compilation procedures for both will be fully defined and tested. The pilot corner should include a wide range of potential challenges. This may require the surveying of multiple points

to accomplish a level of confidence of the proposed methods.

Upon receipt of the various pilot data, the County will review to ensure specification compliance, completeness, and accuracy. The project plan manual, design considerations, and project schedule will be revised to incorporate the results identified during the study. When the County accepts final delivery of the pilot and all operating procedures, including database design, are codified, the Contractor will be advised to begin Phase Three of project production.

If significant and irreconcilable problems occur during Phase Two and are a result of the Contractor's efforts, or lack thereof, the County then reserves the right to authorize payment for the work completed, and to cancel the remainder of this task of the Contract.

1.6.3 Phase Three: Production

The objective of Phase Three is to proceed to the survey of the remaining specified section corners, upon satisfactory completion of Phase Two. The County will be able to review and assure the quality of the work on a schedule as agreed during project initiation.

In general, when all of the above has been accomplished and accepted by the County, the project will be considered complete.

1.7 Contractor Responsibilities

The major responsibilities of the Contractor are as follows:

1. Development and documentation of procedures to meet Contract specifications,
2. Maintenance of quality, legal, and safety standards,
3. Delivery of products as per schedule,
4. Security of the County's source materials,
5. Correspondence with the County on all anomalous issues prior to production implementation, and
6. Provision of all labor, materials, equipment, tools, and other incidentals (except that provided by the County) that are necessary to complete the project.

1.8 County Responsibilities

The major responsibilities of the County are as follows:

1. Access to or provision of any relevant source materials as specified by the stewards of that information,
2. Requisite field coordination by appropriate agencies,
3. Review and approval of plan project manual, database design, project schedule, quality control procedures, documentation, and all other deliverable products,
4. Resolution of issues on a timely basis,
5. Execution and documentation of acceptance procedures on a timely basis, and
6. Quality assurance inspection of deliverables on a timely basis.

1.9 Project Tracking

The Contractor must establish and maintain procedures for tracking progress for the duration of the project. In general, the Contractor will be required to establish and maintain a web-

accessible

content management site to centrally manage project documents and communications. Moreover, the Contractor will submit written monthly status reports to the County. These reports will include:

1. Any product or document that is delivered,
2. Meetings held, planned, or requested, including the minutes thereof,
3. Issues or problems that are encountered, need to be addressed, or resolved,
4. Invoicing and payment, and
5. Production goals for the next reporting period.

In support, the Contractor will establish a web-based content management system to handle the various elements of collaboration among the project team. The final form and procedures of these reports will be established at project initiation.

1.10 Required Elements

1.10.1 Geodatabase Design

The Proposer will describe their approach to the database design for the deliverable GIS feature class for this project. The Contractor will be required to submit a conceptual ArcSDE® geodatabase design plan that will accommodate the data layer. The design will include, if pertinent, any data integrity and topological requirements, tabular fields, and cartographic requirements.

1.10.2 Corner Research and Recovery

The Proposer will fully detail its methodology to research and recover the specified section corners. All procedures related to research regarding the original surveys of the corners in question must be outlined, including any costs, such as reproduction fees, post processing, surveying, establishment of coordinates, re-establishment of deteriorated and obliterated corners, re-establishment of lost corners, digital photos per corner, etc., which should be included in Appendix I, Price Proposal. All surveying practices regarding preliminary research, field research, computations & field documentation required to bring the PLSS section corners into compliance with Federal and Illinois Land Surveying laws and professional land surveying positional tolerances will be included. This more specifically will include, but not limited to, NGS accuracy measures, precision tolerances, observation plan, error management, environmental and conditions documentation, excavation procedures, and crew safety procedures. The plan will include specifications regarding offsets and ties for all possible situations encountered in the field. Any incorporation of existing CORS and County GIS data should be detailed. A full description of the final reporting of each section corner is required.

The Proposal will provide a full accounting of typical crew description with roles and

responsibilities, as well as an inventory of all potential equipment to be utilized, including the
RFP No. 11-84-012P Section Corner Survey

technical specifications for the GPS equipment that will be used for this project, including manufacturer, make, & model and will describe the training and experience level of the field crew members that will perform the work. The Proposer will be asked to identify all software applications that will be used to manipulate the GPS data prior to delivery to the County, including the name of the software product, the release level and the vendor providing said applications.

The Proposal will include any potential coordination planning to involve County agencies such as the Highway Department or the Forest Preserve District, to implement various field procedures, particularly in vehicular right-of-way and private property. This will include surveying, excavation, restoration and landscaping. The Proposer will include the recommended procedures to ensure an efficient field component.

1.10.3 Monumentation

The Proposer will re-establish the specified PLSS section corners with the construction of monuments where the originals have either been misplaced, destroyed or missing. Corners that fall within either water features or road pavements and other improved areas will be remonumented using offset monuments that will minimize the need for future land surveys to require measurement work in the roadway.

The Proposal will outline specifications and justification for the monument type including level of permanence, material, cap material & inscription, depth, construction procedures, and reporting approach, including photographic documentation.

1.10.4 Registration

The Proposer will recommend their approach and experience for registering the newly recovered section corner monuments with the NGS database as mentioned above. Also, the procedures and experience will be provided as regards the recordation of necessary documents to both the Cook County Recorder of Deeds and the Will County Recorder.

1.10.5 Metadata

Cook County is committed to documentation of its database and related information. This documentation supports the activities of its own users as well as those external to the County with whom data is shared. To this end, the County has adopted the FGDC standard for geospatial products for all of its data layers. An example of a typical ArcSDE® feature class is included in this RFP as Appendix V, Sample Cook County Metadata. FGDC-compliant metadata for the proposed feature class will be required for this project. The Proposer will indicate the methodology to create the metadata. Metadata will be delivered in HTML, XML and TXT file formats.

1.10.6 Quality Assurance

RFP No. 11-84-012P Section Corner Survey

The Proposer will provide a methodology to manage the quality assurance of all deliverable tasks to be administered by the County. The Proposer will detail all procedures and any tool(s) that would facilitate the tracking of the passing of the deliveries and the communication of errors and comments between the Contractor and the County.

1.10.7 Project Schedule

The Proposer will provide a project schedule of sufficient detail including all tasks and major milestones.

Section 3
Proposed Plan of Action/Program Plan

Cook County contains 956 constantly evolving and developing square miles. At this point in time, the County would like to focus on the section corners on the southern boundaries to provide more accuracy in the current GIS. ASE has a great deal of experience in cadastral data collection and can provide a unique perspective to the challenges facing Cook County in its steps toward developing a GIS/LIS system. All project work will be completed under the direct supervision of Licensed Professional Land Surveyors. After the Phase one Project Initiation meeting(s) ASE will commence the necessary tasks described below.

Phase One/Project Initiation/Final Negotiations/Preliminary Preparations/Project Plan

Upon receiving notice to proceed, ASE will immediately begin to tailor its pre-existing Quality Assurance/Quality Control (QA/QC) program and its pre-existing safety program to meet the specific needs of the County for this project. We will also commence work on the "Project Plan Manual" outlining the Phase One, Two and Three procedures as discussed in the RFP Section 2.6. The modifications will be submitted for County approval prior to the beginning of any work on the project. A comprehensive Web based project management system will be established in the form acceptable to the County. It can be as simple as a dedicated FTP site or as complex as a Proliance Document Control System. Following approval, all affected Cook County Agencies, municipal governments, I.D.O.T, local municipalities and all other controlling agencies impacted by the project will be notified. Traffic and Safety Plans will be implemented.

Phase Two: Pilot Project/Phase Three Production

The following work plan will be employed for both the Phase Two Pilot Project and after acceptance of the Pilot Project, the Phase Three Production phase. For ease of review one discussion regarding the work plan is presented. It is understood that these tasks will be implemented at two separate times in two distinct areas. The Phase Three procedures may well incorporate changes/suggestions from the County or even in-house due to field conditions or otherwise. The Phase Two Pilot Project will test the accuracy of the work, the database design, operating procedures schedule and other unforeseen issues.

Geodatabase Design will commence using the Conceptual Design submitted with this proposal. After approval a Pilot Project of PLSS Corners will be designed and submitted for approval. Bi-Weekly progress reports will be submitted to Cook County Project Manager during the course of the work. The ASE assigned Project Manager will serve as the single point of contact for the duration of the project. His cell phone number will be provided to all primary and secondary project contacts; and he will be available 24 hours per day. An alternate contact will also be provided. The ASE Project Manager will maintain contact with all ASE personnel assigned to the project. Weekly in-house meetings will be held to discuss the prior week's work and the upcoming week's work. The Project Manager will attend meetings or teleconferences as necessary and provide weekly progress reports to aid in project and schedule monitoring. The Safety Manager will review safety issues as needed and perform unscheduled audits. The QA/QC manager will perform weekly QA/QC reviews and prepare performance reports. Incremental deliverables will be delivered to the Cook County Project Manager together with all preliminary reports.

Field Work

Immediately after the County approves the final section corners for the Pilot Project, ASE will review the documentation from the County Recorder's Office (including existing Monument Record sheets) to determine if any further information is required or would be helpful. ASE will also review its in-house GIS system and other records to determine whether we have previously recovered these corners for other projects. We have done a great deal of boundary work in Cook County, and our records could assist in the recovery of some of these corners. If other research needs to be done, we will make the determination at this time. All corner research and recovery will be completed for the Pilot Project. At present ASE is aware of and has Monument Record copies of thirty-five (35) of the proposed forty-three (43) section corners, of which four (4) are old, 1990 vintage or older, which leaves eight (8) that are not yet monumented to our knowledge. Also at this time, ASE will choose a few NGS points to incorporate into the network as checks. Crews will also take check shots on NGS and previously located PLSS corners whenever this is convenient and cost effective. This redundancy is necessary for QA/QC.

As outlined in the RFP and further clarified in Addendum 1, all work will conform to the following standards:

1. Executive Office of the President, Office of Management and Budget's (OMB) Circular A-16, as revised in 1990;
2. National Society of Professional Surveyors Model Standards for Property Surveys and Accuracy Definitions (horizontal accuracy of 0.07');
3. NGS Standards for GPS surveys regarding RTK Standards;
4. OPUS for GPS static surveys;
5. *The Illinois Land Survey Monuments Act*; and
6. *The Illinois Professional Surveyors Act, Minimum Standards of Practice*

For GPS measurements, the ASE team will achieve the necessary accuracy for the project by using RTK GPS methodology from the NGS CORS stations prevalent in the area. All points will be observed with 100% redundancy at different times of the day to insure changed satellite geometry. The field crews will be mindful of poor PDOP times and will be able to schedule productive, non-GPS activities around nonconforming PDOP times and periods of poor space weather. In addition, the GPS operator has the ability to monitor real-time computations of PDOP at the site under the conditions of the actual observation, and our crew members will not take an observation during conditions of poor PDOP. During post-processing, if necessary, of the observations, any measurements taken during non-conforming PDOP (that have evaded the field precautions) will be removed. Finally, ASE will configure the GPS receivers to set a 15-degree mask angle on the horizon and set the minimum number of satellites for observation at 5. ASE technicians will have access to the PDOP, Mask Angle and satellites during the post processing and will ensure that the County measurement criteria are met. It should also be emphasized that ASEs current GPS receivers are Glonass enabled which increases the number of satellites available for data collection. These receivers eliminate many PDOP problems and often extend our work periods in addition to the primary focus of increased accuracy.

The most efficient and cost effective way to recover the section corner monuments and observe the found corners by GPS would be to visit the site of each corner as few times

as possible. Since we know that we have to visit each site at least twice to perform GPS observations in periods of different satellite configurations, some preliminary planning will save the County time and money. ASE has years of experience in this type of planning, and we would devise a strategy for visiting a site for reconnaissance/recovery of the corner, obtaining necessary information (for the documentation of the field check and the creation of any monument recovery sheet) and observing the corner with GPS all at one time. Upon recovery, the digital photographs will be taken as required and then the monument will be observed with dual frequency Glonass enabled GPS.

The County has provided several specifications to which the GPS observations should comply and while we will be mindful of all during this campaign, the primary specifications in accordance with Illinois Standards of Practice are the Monument Recordation Act and the Illinois Minimum Standards of Practice. The work will be performed with dual frequency GPS receivers that are capable of meeting and exceeding these standards. ASE has enough dual frequency GPS receivers for every crew member (on several crews) to have a receiver and the crews will separate at opportune times so that single crew members could visit or remain at certain sites by themselves to perform GPS observations. Once the monuments have been found and initial positions acquired, single crew members will be able to revisit the monument on another day to take another observation during periods of significantly different satellite configuration. These types of situations demonstrate where the plentiful GPS equipment resources of ASE will save the County money in the performance of field work. In the unlikely event that the GPS processing indicates that a re-observation is necessary, that can be performed at a later date.

All holes dug to expose corners will be filled by the end of each day with suitable patch material. Holes must be adequately marked while opened and unattended. Minor holes required to be chiseled from asphalt paved roads may be filled with existing material, followed by a notification to the appropriate agency(ies). The County will be notified if a noticeable depression is made on paved roads so the appropriate repairs can be made. The survey crews will comply with all legal requirements for general entry to private property by surveyors, and will maintain worksites in a neat and orderly manner. The survey crews will use appropriate safety and traffic control procedures and wear safety clothing when working in and along streets and roadways. In addition to potential roadway damage careful consideration will be given to excavation, restoration and cleanup in any area whether private or public. A comprehensive maintenance plan will be coordinated with all County Agencies as well as Cities and private landowners. The goal of the project is zero damage and zero claims.

In cases where a recovered PLSS section corner is not GPS-friendly, remote GPS baselines will be set and the corner will be tied conventionally using appropriate field procedures to insure the same level of accuracy as the GPS positions. ASE will compute the coordinates of the corner using the correct combination scale and sea level reduction factor. This is a common technique in most GPS work, and ASE has years of experience in coordinating conventional data with GPS. All conventional work will be documented and this documentation will be provided to the County.

Data Management/Post Processing

All data will be downloaded and processed daily. The most recent software from Trimble Navigation will be used to download the data. The solutions for each observation of the same observed point will be compared. If the solutions are less than 0.07' apart

horizontally, the solutions will be adjusted as a weighted average and presented as the final location. If the solutions are greater than 0.07' apart horizontally, additional observations will be made and outliers will not be used in computing the average. We suggest the application of a weighted average scheme based on the RMS of each solution.

Monumentation

PLSS Corners that are missing, either lost or obliterated, (please note there is a distinct differentiation between the two and the appropriate procedure to establish each will be followed) will be reset with a semi-permanent monument of the County's preference and based on the Addendum 1 instructions, either four (4) or three (3) reference ties will be set to enable the mark to be recovered. In addition, the potential for a witness (offset) mark exists in certain situations such as bodies of water or the like. While the monument and reference ties (swing ties) are important in the near term, once this project is complete the State Plane Coordinate values with appropriate datum definition of the point will enable the point to remain in perpetuity. The simple beauty of this system is overwhelming given the hundreds of years mankind has searched for a monument that would stand the test of time, and all have failed.

Registration

All CADD drafting will be performed on the latest version of Microstation or other client-specified CADD software. Monument recovery sheets will be prepared under the direct supervision of a Professional Surveyor. The Principal in Charge, Covertine Fidis, will sign and seal all monument recovery sheets. A report of the final coordinates for all project GPS observations with Metadata will be created and then reviewed prior to delivery to Cook County in the file format that the County specifies. The Monument Recovery Sheets will meet both the requirements of Cook County and the State Monument Recordation Act.

Metadata and Geodatabase

All Metadata will follow the ArcSDE feature class sample and be in strict compliance with FGDC data. The Metadata Report for this project will be based on project reports, collected field information, digital files, descriptions, data dictionaries, photographs and even interviews with field staff. The Draft Metadata Report will be submitted to the County for review and comment. Following review comments the Final Report will be prepared and post processed by software checking for compliancy and formats. The Final Report will be suitable for posting to FGDC Clearinghouse and storage within ArcGIS 9.3.1 environments.

The Conceptual ArcSDE geodatabase design is described in detail and attached at the end of this Section.

Quality Assurance/Quality Control (QA/QC)

ASE maintains a sophisticated Total Quality Management (TQM) system of which Quality Assurance/Quality Control (QA/QC) is a part. These documents assure excellence in the accuracy and performance of all aspects of our work. During the course of the work, part of our Quality Assurance/Quality Control (QA/QC) process is reviewing job costs and schedule. While our Total Quality Management (TQM) Plan has been in existence for over two decades, it is a living document and changes are made frequently to keep up with the ever changing landscape of professional surveying. It also changes to keep up with "Lessons Learned" when new issues are brought to light.

While our combination of procedures, checklists and reviews is extensive, occasionally we find an error or worse yet our client finds an error. Our many years in business and extensive amount of work would normally equate to a large risk. Yet we have a historically low rate of problems that make it past our scrutiny as compared to other firms. Occasionally despite trying to test for every conceivable error we find a need for a new procedure we never thought would be necessary. As an example, while performing work for the County of Lake in the very similar task of locating section corners for their GIS, an error was discovered in some of the swing ties and even some of the section corners themselves. Once we had discovered the problem by testing a few thought to be in error, and we did not have a procedure in place to catch the problem, we immediately did two things. First we researched why it happened and developed a procedure to protect against future errors of the same type. Secondly, we resurveyed every single corner and checked every single swing tie at no cost to the client, but at great cost to ourselves.

Project Schedule

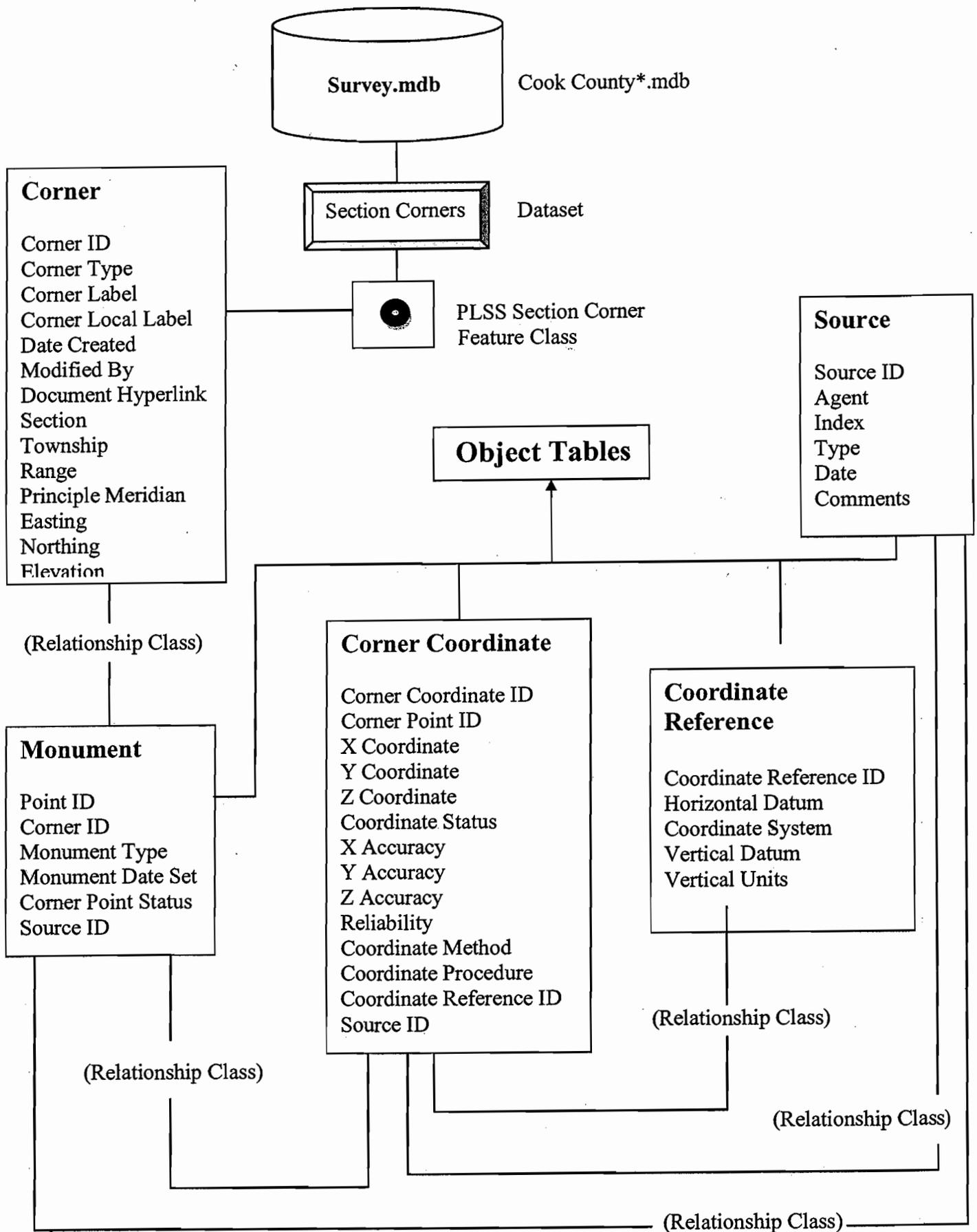
In accordance with the anticipated schedule in the RFP a Contract Award date could be September 2011. If selected for the project we would immediately contact the County to process the contractual requirements and arrange any required meetings with the County. Following formal notice to proceed, we would arrange the Phase One – Project Initiation. We assume this meeting could occur as early as September 19, 2011. Project Plan approval, Phase Two Pilot Project could be approved by September 30, 2011. We anticipate the Pilot Project can be completed by October 14, 2011. Allowing the County two weeks to review the Pilot Project and approve the commencement of Phase Three – Production, we anticipate that the remainder of the project could be completed by the end of November 2011.

Project Deliverables

ASE will provide at a minimum the following project deliverables:

1. Section Corner Data Layer, including point polygon feature class of the specified PLSS Corners. FGDC compliant Metadata and report.
2. Final Survey Report which includes hard and soft copies of coordinate report of the location of every PLSS corner with Metadata. These coordinates will use the NAD 83 (2007) horizontal datum. The historical background and origin of each PLSS Corner will be discussed in detail. In instances of obliterated or lost PLSS Corners the methodology and opinion of the Supervising Surveyor shall be discussed. Opinions with regard to conflicting corners shall also be made with suggestions with regard to the location of the corner. Copies of field notes, raw data, research, data from public records and any private record search will be included. No vertical information will be given. The unit of measure will be U.S. Survey Feet.
3. Final Monument Report will include hard and softcopies of signed and sealed Monument Records suitable for recording in the Cook County Recorder's Office. Digital photos for all land corners surveyed (minimum five photos per corner or location where corner should be located) with location information. Monument Records will include not only reset corners but existing corners where one or more accessories (swing ties) are missing.

Conceptual ArcSDE Geodatabase



This conceptual design is for an enterprise (SDE) geodatabase. Because it is conceptual, it does not take advantage of coded or range domains relationship classes, network capabilities, or any stand-alone tables that may affect performance or integration. Those capabilities will be addressed in the logical phase and through detailed review with the Cook County GIS group.

The feature classes will be modeled after the Merrick standard database design with logical groupings of feature classes within datasets involving issues of topology integration, spatial domain information and database performance. No attempt as yet is made to optimize performance with spatial grids or attribute indexing.

Geodatabase Design

ASE's approach to the Geodatabase design is founded on industry standard practices using ESRI products. It will support the current topological ArcGIS model integrating feature classes but also extending coverage to relationship classes with objects. The conceptual document is a means of considering the specifics of data organization (e.g., tables, keys, attributes) and identifies some of the feature classes and how they may be structured within the existing enterprise database framework. ASE will submit the geodatabase to the County for preliminary approval.

A logical database design considers table relationships within the existing Cook County Geodatabase. Additional features may be added or subtracted to best serve the existing data. Feature classes will be unique layers generated from the MicroStation *.dgn files with points, types, and codes using Cook County metadata standards. The resultant physical database design document will ultimately incorporate these and be programmed to reflect any client limitations e.g., specific Database Management Systems (DBMS) or hardware limitations. All data shall be checked from its initial acquisition through to publication for integrity, accuracy and topological adherence to insure all cartographic requirements are met. A final conceptual and physical geodatabase design document accommodation all proposed data layers, including datasets and classes will be provided. It will include any data integrity and topological requirements, tabular fields, domains relationships, and cartographic requirements the County sets and be compatible and fully functional within the Cook County enterprise GIS.

Metadata

ASE is committed to documenting the database and related information in support of activities by users both internal and external to Cook County. To this end, ASE shall adhere to the FDGC standard for geospatial products for all its data layers to assure seamless data sharing. Using the ESRI Parcel Data Model metadata as an example additional FGDC-compliant metadata will be proposed and provided for all classes and delivered in html, xml and txt formats.

The methodology intended to achieve this is as follows:

Survey data after reduction and analysis are imported to MicroStation *.dgn. The MicroStation files are quality assured/quality controlled (QA/QC) when spot grades, contours or other topological or planimetric data are generated. Associated data sources will also be incorporated in this manner to address the features identified in the RFP. Using ArcMap, the *.dgn files are extracted to ESRI *.shp (shape) files embodying the points, features and their geo-referenced attributes (x, y, z). These *.shp files are then used in ArcCatalog for the metadata generation. This data can then be served up in multiple formats

Section Corner Systems Tables

Corner table

Corner ID: The primary key that identifies each record in the corner point entity.

Corner Type: This attribute includes the information for the classification of the corner. Such as: angle point, auxiliary meander corner, center quarter section corner, closing center of section corner, closing quarter of corner, closing section corner, closing subdivision of section corner, closing township corner, intersection point, crossing closing corner, location corner, location monument, quarter-corner, section corner, subdivision of section corner, survey subdivision corner, township corner, witness center of section corner, witness quarter corner, witness subdivision of section corner, witness township corner, witness point.

Corner Label: Name describing the corner's legal location

Corner Local Label: Identifiers or labels for the corners

Date Created: Date of approval or date of recording

Modified By: Agent who reset the corner

Document Hyperlink: The most recent document recorded and linked to the featureclass

Section: Location within the PLSS

Township: Location within the PLSS

Range: Location within the PLSS

Principle Meridian: Location within the PLSS

Easting: The currently used value for the easting or x-coordinate

Northing: The currently used value for the northing or y-coordinate

Elevation: The currently used value for the elevation or z-coordinate

Monument table

Point ID: The primary key that identifies each record in the corner point entity

Corner ID: The key that points to where information about the corner can be found.

Monument Type: A description of the material or other characteristics of the physical corner marker, if present.

Monument Date Set: The date the monument was set or established

Corner Point Status: A description of this monument or corner point in relationship to other corner points at the same corner.

Source ID: Information on the source.

Corner Coordinate table

Corner Coordinate ID: This is the Object ID, since corner coordinate values are not used in relationships. Another attribute for the corner coordinate ID can be added if needed for implementation.

Corner Point ID: Relates a corner coordinate to its associated monumented point.

X Coordinate: The x-coordinate value or easting

Y Coordinate: The y-coordinate value or northing

Z Coordinate: The z-coordinate value or elevation

Coordinate Status: Indicates whether the measured coordinate was obtained as part of a legal description and is the legal value for the position of the corner point and the corner, or whether the measured coordinate value is provided as informational.

X Accuracy: The accuracy of the x-coordinate as it complies with the Illinois PLSS Standards

Y Accuracy: The accuracy of the y-coordinate as it complies with the Illinois PLSS Standards

Z Accuracy: The accuracy of the z-coordinate as it complies with the Illinois PLSS Standards

Reliability: A measure of the total accuracy of a coordinate value per the FGDC National Standard for Spatial Data Accuracy (NSSDA).

Coordinate Method: The technology used to establish the coordinate value.

Coordinate Procedure: The procedure and methods used to establish the coordinate value.

Coordinate Reference ID: Indicates where information on the coordinate reference can be found.

Source ID: The information on the source

Coordinate Reference table

Coordinate Reference ID: The primary key that identifies each record in the coordinate reference table.

Horizontal Datum: The identification given to the reference system used for defining the coordinates of points.

Coordinate System: The reference frame or system from which linear or angular quantities are measured and assigned to the position that a point occupies.

Vertical Datum: The identification given to the reference system used for defining the elevation of points.

Vertical Units: The units of measure for the elevation values.

Source table

Source ID: The primary key for the table and identifies each source uniquely

Agent: The person, organization, or agency that provided the information.

Index: The coordinate value to file or identify the adjustment or survey from which the coordinate value originated.

Type: Description of the documents, files, including adjustment files, or images that conform to the same specifications or have some common, unifying characteristics.

Date: The date of the coordinate record or adjustment.

Comments: Any additional notes or information.

EXHIBIT 2

Schedule of Compensation

BID

RFP No. 11-84-012P Section Corner Survey

Includes all Quarter Corners plus Full Section Corners, Totalling 81 corners (43+38)

1. Method of Payment

American Surveying & Engineering declares that it has carefully examined the Request for Proposal Forms, General and Special Conditions and Specifications for Section Corner Survey RFP as prepared by Cook County and has become familiar with all of the conditions under which it must be carried out and understands that by submitting proposed pricing on these pages, we waive all right to plead any misunderstanding regarding the same.

Task	Cost
Project management (including, if any, site visits, data handling, overhead, etc.)	\$ 1,880.00
Corner research and recovery	\$ 24,475.00
Monumentation	\$ 2,240.00
Registration (NGS, Cook County Recorder of Deeds and Will County)	\$ 3,640.00
Quality assurance	\$ 2,072.00
Geodatabase design	\$ 4,472.00
Metadata	\$ 1,208.00
Grand Total	\$ 39,987.00

This cost table includes all costs associated with this RFP. No other cost will be incurred for this project.

2. Renewal Options

The County desires an option to renew the Contract that may result from this RFP. The County reserves the the right to renew the Contract based on continuing need and favorable market conditions, when in the best interest of the County. As a term of proposing in this RFP, please indicate renewal offer(s).

American Surveying & Engineering offers: Year 2 at 0% increase. Year 3 at 10% increase. Year 4 and thereafter at 5% increase. All increases based on a unit cost per corner.

Hereby declared and accepted this 23rd Day of June, 2011 A.D.

Price is firm for two (2) years.



Coventine Fidis, President/CEO

ORIGINAL

EXHIBIT 3

Evidence of Insurance

