

PROFESSIONAL SERVICES AGREEMENT

Hyperspectral Imagery & Wetlands Enhancement

BETWEEN



COOK COUNTY GOVERNMENT

BUREAU OF TECHNOLOGY

AND

MERRICK & COMPANY

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	7
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	11
a) Basis of Payment.....	11
b) Method of Payment.....	11
c) Funding	12
d) Non-Appropriation.....	12
e) Taxes	12
f) Price Reduction.....	12
g) Contractor Credits.....	13
ARTICLE 6) DISPUTES.....	13
ARTICLE 7) COMPLIANCE WITH ALL LAWS	13
ARTICLE 8) SPECIAL CONDITIONS.....	14
a) Warranties and Representations.....	14
b) Ethics.....	14
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.....		16
a)	Events of Default Defined	16
b)	Remedies.....	17
c)	Early Termination	19
d)	Suspension	19
e)	Right to Offset.....	20
f.)	Delays	20
g.)	Prepaid Fees.....	20
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	22
f)	Assigns.....	23
g)	Cooperation.....	23
h)	Waiver.....	23
i)	Independent Contractor.....	23
j)	Governmental Joint Purchasing Agreement	24
ARTICLE 11) NOTICES.....		24
ARTICLE 12) AUTHORITY		Error! Bookmark not defined.

Economic Disclosure Statement
Signature Pages

List of Exhibits

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization

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 MERRICK & COMPANY, doing business as a Corporation of the State of Colorado, hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on the 1st day of MAY, 2012, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Hyperspectral Imagery & Wetlands Enhancement on May 23, 2011. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

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

"Department" means the Cook County Using Department.

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

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

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

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

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

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

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and

purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

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

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

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(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 34-267 through 272) except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) **Insurance**

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

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 3) 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 April 1, 2012 ("**Effective Date**") and continue until March 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 1 (one) additional one-year period under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

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

c) Funding

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

d) Non-Appropriation

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

e) Taxes

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

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 of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

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

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

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

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 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: Bureau of Technology
Department of Geographic Information Systems
69 West Washington, Suite 2700
Chicago, Illinois 60602
Attention: Greg Waas, Chief Information Officer

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: Ralph W. Christie , Jr. President
 Merrick & Company
 2450 S. Peoria Street,
 Aurora, CO 80014

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.

MBE/WBE UTILIZATION PLAN
Section 1

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

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

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

II. Direct Participation of MBE/WBE Firms

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

MBE/WBE Firm: American Surveying & Engineering, P.C.

Address: 105 W. Madison St., Ste. 1700, Chicago, IL 60602

E-mail: c.fidis@americansurvey.com

Contact Person: Coventine Fidis Phone: 312-277-2000

Dollar Amount Participation: \$ 8,983.63

Percent Amount of Participation: 2.25 %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X 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.

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIOGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.



March 31, 2011

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

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

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, 2014; 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.

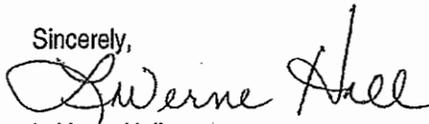
Your firm will be listed on the Internet in the next edition of the Cook County Directory of Minority and Women Business Enterprises. Your area of specialty will be listed as:

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

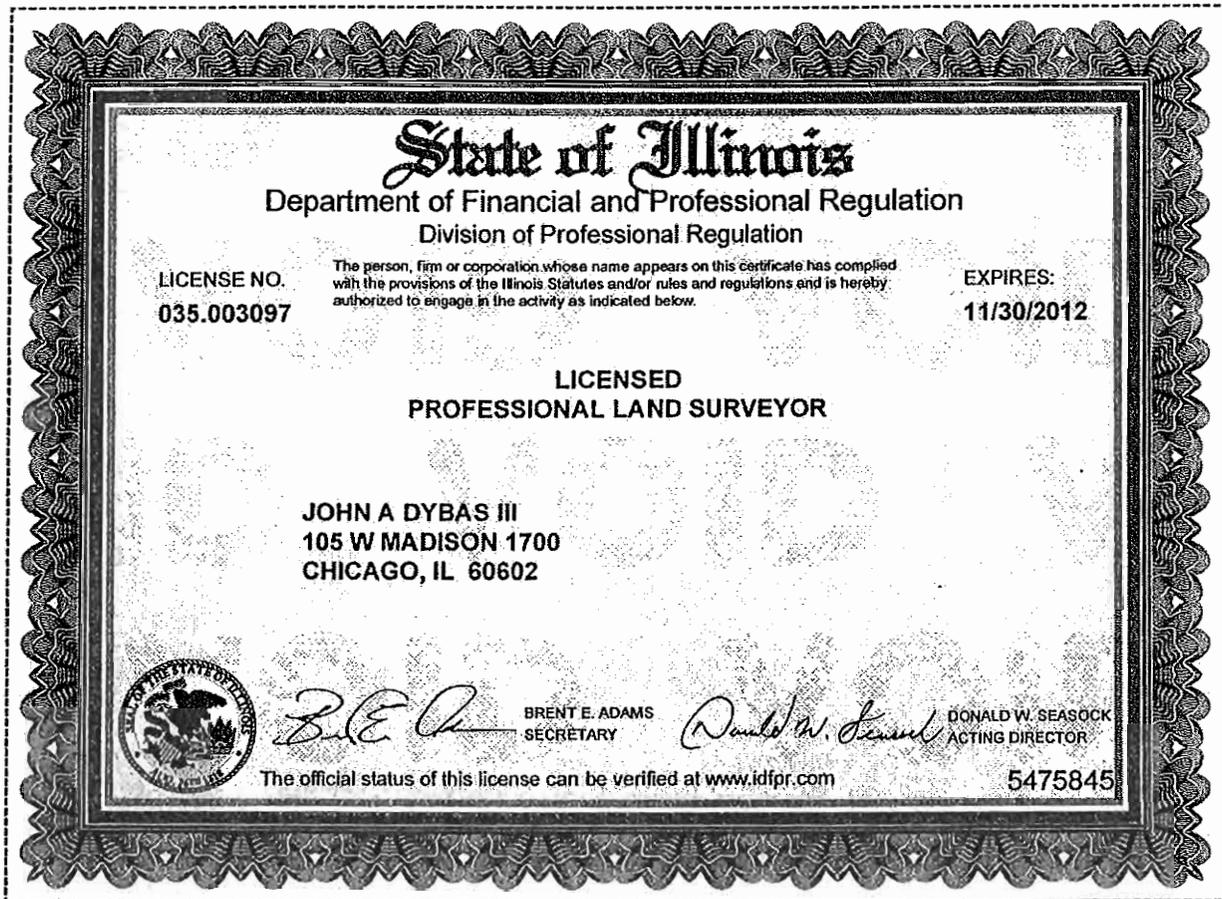
AMERICAN SURVEYING &
ENGINEERING, P.C.
RECEIVED

APR 6 - 2011

105 WEST MADISON, SUITE 1700
CHICAGO, IL 60602



Printed on Recycled Paper



State of Illinois
Department of Financial and Professional Regulation
Division of Professional Regulation

LICENSE NO.
035.003097

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:
11/30/2012

LICENSED
PROFESSIONAL LAND SURVEYOR

JOHN A DYBAS III
105 W MADISON 1700
CHICAGO, IL 60602



Brent E. Adams

BRENT E. ADAMS
SECRETARY

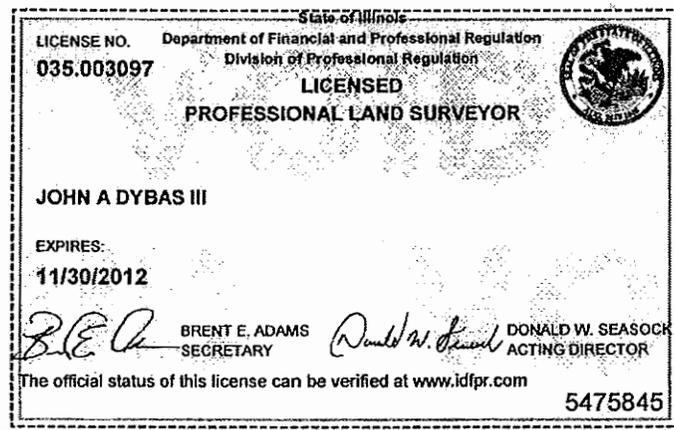
Donald W. Seasock

DONALD W. SEASOCK
ACTING DIRECTOR

The official status of this license can be verified at www.idfpr.com

5475845

Cut on Dotted Line ✂



State of Illinois
Department of Financial and Professional Regulation
Division of Professional Regulation

LICENSE NO.
035.003097



LICENSED
PROFESSIONAL LAND SURVEYOR

JOHN A DYBAS III

EXPIRES:
11/30/2012

Brent E. Adams

BRENT E. ADAMS
SECRETARY

Donald W. Seasock

DONALD W. SEASOCK
ACTING DIRECTOR

The official status of this license can be verified at www.idfpr.com

5475845

Cut on Dotted Line ✂

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: Hyperspectral Imagery & Wetland Enhancement; RFP No. 11-87-014P

From: American Surveying & Engineering, P.C.
(MBE/WBE Firm)

To: Merrick & Company 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>\$ 8,983.63 2.25 %</u>
2. _____	<u>\$ _____ %</u>
3. _____	<u>\$ _____ %</u>
4. _____	<u>\$ _____ %</u>
Total: <u>\$ 8,983.63 2.25 %</u>	

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.

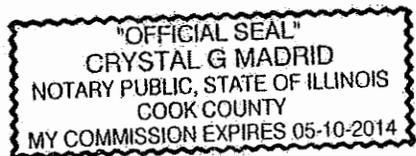
Upon Penalty of perjury, I Coventine Fidis (print name)
the President / CEO (title) and duly authorized representative
of the MBE firm (MBE/WBE firm) affirm

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 \$ 8,983.63 which represents the above indicated total percentage 2.25 % for the contract amount \$ 398,620.35

[Signature]
(Signature of affiant) Coventine Fidis 06 / 21 / 2011
(Date)

Subscribed and sworn to before me this 21st day of June, 2011

[Signature]
(Notary's Signature) _____ (Notary Seal)



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

Upon penalty of perjury, Brian R. Raber, CMS, GLS, GISP (print name),
the Vice President (title) and duly authorized
representative of Merrick & Company (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 \$ 8,983.63, which represents the
above indicated total percentage 2.25 % for the contract amount \$ 398,620.35.

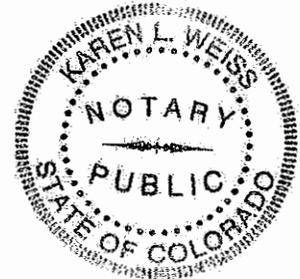
[Signature]
(Signature of affiant)

7 / 6 / 11
(Date)

Subscribed and sworn to before me this 6th day of JULY, 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)

32.75 % 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)

Merrick utilized the Cook County directory to search. Please see the attached emails.

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.

Brian Converse

From: Bob Gray <bgray@pinnaclemapping.com>
Sent: Friday, June 24, 2011 10:26 AM
To: Gary Outlaw
Subject: RE: Cook County Hyperspectral Imagery and Wetlands Enhancement

Gary:

Thanks for thinking of us. Unfortunately this isn't in our repertoire of services. See responses in red below. Good luck in your endeavors and please keep us in mind for future opportunities.

Respectfully,

Bob Gray
Regional Business Development Manager
Pinnacle Mapping Technologies, Inc.

5019 Brook Place N.E.
Albuquerque, NM 87113

505.856.2402 phone
505.263.6701 cell
505.212.0776 fax

Warning: This email transmission may contain confidential or privileged information. If you receive this email message in error, notify the sender by email and delete the email without reading, copying or disclosing the email contents. The unauthorized use or dissemination of any information contained in this email is prohibited.

From: Gary Outlaw [mailto:gary.outlaw@merrick.com]
Sent: Fri 6/24/2011 10:28 AM
To: Bob Gray
Subject: Cook County Hyperspectral Imagery and Wetlands Enhancement

Hi Bob,

Merrick is seeking WBE participation for the above reference project with Cook County. Can you please let me know if Pinnacle Mapping would be able to support with any of the following items:

- Hyperspectral Imagery Collection and Processing - NO
- National Wetlands Delineation & Classification - NO
- Metadata - NO
- Quality Control - NO

Please let me know at your earliest convenience.

Regards,

Gary Outlaw
Vice President - Business Development
GeoSpatial Solutions
Merrick & Company
2450 S. Peoria Street

Brian Converse

Subject: FW: Cook County Hyperspectral Imagery and Wetlands Enhancement

From: Greg Proper [mailto:gproper@prowestgis.com]
Sent: Wednesday, July 06, 2011 9:28 AM
To: Gary Outlaw
Subject: RE: Cook County Hyperspectral Imagery and Wetlands Enhancement

Gary:

Per your email, Hyperspectral Imagery Collection and Processing is not within our field of expertise.

Thank you for contacting us...wish we could help.

Greg P.

Greg Proper, P.E., GISP | Business Development
Phone: 218-547-3374 x111
Email: gproper@prowestgis.com

Pro-West & Associates Inc.
Geographic Information System Specialists
PO Box 812 | 8239 State 371 NW | Walker, MN 56484
<http://www.prowestgis.com>

From: Gary Outlaw [mailto:gary.outlaw@merrick.com]
Sent: Friday, July 01, 2011 7:56 AM
To: Greg Proper
Subject: Cook County Hyperspectral Imagery and Wetlands Enhancement

Greg,

Merrick is seeking MBE/WBE participation for the above referenced project with Cook County. Can you please let me know if Pro-West GIS would be able to support with any of the following items:

- Hyperspectral Imagery Collection and Processing
- National Wetlands Delineation & Classification
- Metadata
- Quality Control

Please let me know at your earliest convenience.

Regards,

Gary Outlaw
Vice President - Business Development
GeoSpatial Solutions
Merrick & Company
2450 S. Peoria Street
Aurora, Colorado 80014-5475
Direct: 303-353-3901 Cell: 303-520-4719
Main: 303-751-0741 Fax: 303-745-0964

Brian Converse

Subject: FW: Cook County Hyperspectral Imagery

From: steve@mtzgeo.com [mailto:steve@mtzgeo.com]
Sent: Monday, June 27, 2011 2:26 PM
To: Gary Outlaw
Subject: Cook County Hyperspectral Imagery

Gary,

Thanks for contacting Martinez Geospatial regarding our ability to work with hyperspectral imagery. Unfortunately, it is not our expertise.

I have attached a PPT file that describes our terrestrial laser scanning capabilities. I don't know if there is any interest there but I thought I'd throw it out there.

Please feel free to contact me if you have any questions.

Thanks,

Steve Martinez, CP
President
MTZ | Martinez Geospatial
8011 34th Avenue S.
Suite C47
Minneapolis, Minnesota 55425

Office 952-698-0230
Mobile 651-260-5961

Sent from my Verizon Wireless BlackBerry

**REQUIRED DISCLOSURES
(SECTION 5)**

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
None	
<hr/>	
<hr/>	
<hr/>	

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

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

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

Yes: _____ No: X

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

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

Yes: _____ No: X

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

 X Applicant has no "Substantial Owner."

OR

_____ 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): _____

N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

N/A

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by:

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Merrick & Company D/B/A: _____ EIN NO.: 84-0499702

Street Address: 2450 S. Peoria Street

City: Aurora State: Colorado Zip Code: 80014

Phone No.: 303-751-0741

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
None		

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
None		

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
None			

Declaration (check the applicable box):

- [X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor 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.

Brian R. Raber, CMS, GLS, GISP
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

brian.raber@merrick.com
E-mail address

Vice President
Title

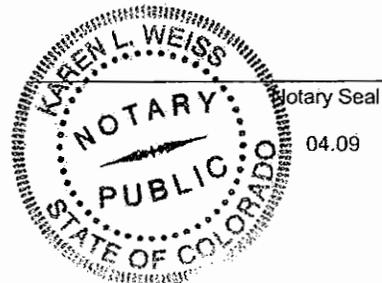
July 6, 2011
Date

303-751-0741
Phone Number

Subscribed to and sworn before me this 6TH day of JULY, 2011.

x [Signature]
Notary Public Signature

My commission expires: 11-26-2011



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: Merrick & Company

BUSINESS ADDRESS: 2450 S. Peoria St., Aurora, CO 80014

BUSINESS TELEPHONE: 303-751-0741 FAX NUMBER: 303-745-0964

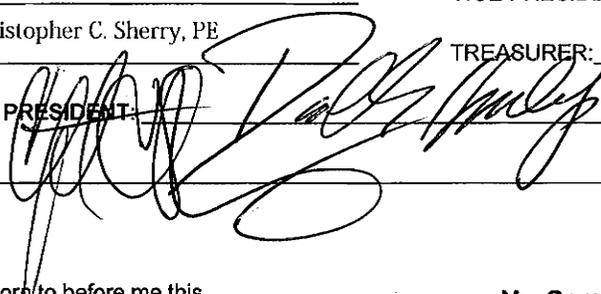
CONTACT PERSON: Gary Outlaw

FEIN: 84-0499702 *IL CORPORATE FILE NUMBER: 6164-555-1

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: David G. Huelskamp VICE PRESIDENT: Brian R. Raber, CMS, GIS, GISP

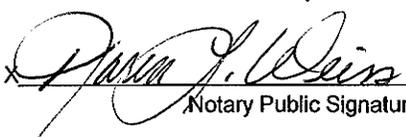
SECRETARY: Christopher C. Sherry, PE TREASURER: Mark W. Henline

**SIGNATURE OF PRESIDENT: 

ATTEST: _____ (CORPORATE SECRETARY)

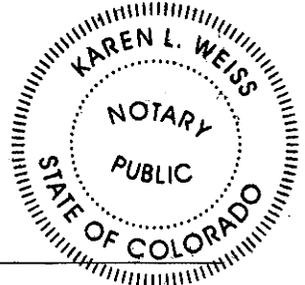
Subscribed and sworn to before me this
12TH day of MARCH, 2012.

**My Commission Expires
November 26, 2015**


Notary Public Signature

My commission expires:

Notary Seal



* 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.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

MERRICK & COMPANY

is a **Corporation** formed or registered on 12/21/1959 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871145998.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/08/2011 that have been posted, and by documents delivered to this office electronically through 06/13/2011 @ 09:17:56.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 06/13/2011 @ 09:17:56 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 7968264.



A handwritten signature in black ink, appearing to read "Scott Gessler".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."

COOK COUNTY SIGNATURE PAGE

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

Joni Proctor

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 2ND DAY OF May, 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

11-87-014

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 384,995.35
(DOLLARS AND CENTS)

FUND CHARGEABLE: 5450101-520835

APPROVED AS TO FORM:

NOT REQUIRED

ASSISTANT STATE'S ATTORNEY

EXHIBIT 1

Scope of Services

SCOPE OF SERVICES

Hyperspectral Imagery and Wetlands Enhancement

Introduction

The purpose of this project is to enable the County of Cook (County) to acquire hyperspectral imagery to support a number of applications, in particular, the enhancement of the National Wetlands Inventory (NWI) as administered by the US Fish and Wildlife Service (FWS), Division of Habitat and Resource Conservation. The current product is of high quality and substantial utility, but its delineation was facilitated by lower resolution data sources. The County is in possession of recently acquired, higher resolution support products, including 2010 leaf-off half-foot orthometric imagery, one-foot topography, and newly classified soils information (available late 2011), which, in combination with the hyperspectral imagery, will enable a more refined delineation to the subclass/modifier level of the NWI. In turn, the enhanced data will support a number of conservation and green activities through better description of land cover in the County. Agencies that will directly benefit from the data include the Highway Department, Forest Preserve District, Building and Zoning, Environmental Control, Public Health, and Planning & Economic Development. As part of the County's ongoing regional collaborative presence, external agencies will realize benefits as well.

Hyperspectral imagery produces a fuller spectrum on each pixel of remotely sensed data, as opposed to the multispectral data of standard satellite imagery, resulting in significantly more bands of information. It is captured from an airborne platform and flown to similar specifications as a higher resolution aerial orthometric imagery mission. The ground resolution can achieve up to one-half (.5) meters as opposed to the two to five meter resolution acquired for standard multispectral products. The measured data of the X- and Y-coordinates and the radiation components at certain frequencies are located in a three-dimensional data space, often referenced as a "cube."

A thorough knowledge and inventory of wetlands provide a multitude of ecological, economic, and social benefits. Wetlands provide habitat for fish, wildlife, and a variety of plants, along with being the nursery for many freshwater fishes and shellfish of commercial and recreational importance. Wetlands are also important landscape features because they hold and slowly release flood water and snow melt, recharge groundwater, act as filters to cleanse water of impurities, recycle nutrients, and provide recreation and wildlife viewing opportunities for millions of people. Wetland delineation and hydrology is an essential component to understanding the reality and potential for economic development in the region. In summary, wetlands are a critical component of a green environmental strategy for the County and the region. As an indication of its significance, there is a Congressional mandate that requires the FWS to produce wetlands status and trends reports for the nation and to report these at periodic intervals.

Beyond wetlands delineation, enhancement & restoration, hyperspectral data has been applied to a wide range of other uses that support services in the natural resources, urban and regional planning, and environmental disciplines, including:

- Vegetation delineation, such as invasive species identification, heritage tree stands, and general forestry management,
- Planning and economic development support products such as land use and land cover mapping,
- General environmental mapping, including open space, impervious surface and building type determination,
- Climate change research including carbon sequestration and urban heat island mapping,
- Long term conservation for flora and wildlife,
- Groundwater recharge and discharge studies,
- Stormwater and flood management,
- General water resource management,
- Soils and geologic mapping, and
- Green sustainability infrastructure planning, implementation, and management.

A sampling of agencies from all levels of jurisdiction and with a wide range of applications, have indicated their functional support of this effort, including:

- Barrington Area Council of Governments (BACOG)
- Chicago District, U. S. Army Corps of Engineers (USACE)
- Chicago Metropolitan Agency for Planning (CMAP)
- Chicago Wilderness and The Field Museum
- City of Chicago Department of Environment (CDOE)
- Coastal Services Center, National Oceanic and Atmospheric Administration (NOAA)
- Drainage Division, Design Bureau, Cook County Highway Department (CCHD)
- Ducks Unlimited
- Forest Preserve District of Cook County (FPDCC)
- Illinois Department of Natural Resources (IDNR)
- Metropolitan Water Reclamation District of Greater Chicago (MWRD)
- Natural Resource Conservation Service, U. S. Department of Agriculture (NRCS)
- U. S. Fish & Wildlife Service, U. S. Department of the Interior (FWS)
- U. S. Geological Survey, U. S. Department of the Interior (USGS)

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.

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.

Detailed Requirements

The major tasks include the following:

1. Survey control,
2. Hyperspectral imagery collection,
3. Wetlands delineation, and
4. Metadata.

Standards and Considerations

The County requires the capture of the hyperspectral imagery to be completed in (12 months) under typical and standard climate and environmental specifications of aerial remote sensing including, and specifically, leaf-on conditions. The Consultant will indicate their experience with the stringent traffic control that governs O'Hare and Midway airspace.

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 the pricing schedule of Exhibit 2.

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.

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 will follow. It will be required that during this phase, a requisite number of meeting(s) will be convened between the Consultant and County representatives.

After these meeting(s), the Consultant 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, prior to proceeding to Phase Two.

Phase Two: Pilot Project

When the items in Phase One are accepted by the County, the Consultant will immediately proceed to the pilot study to confirm the feasibility of the procedures and standards established at initiation.

The objectives of the pilot are to:

- a. Execute and evaluate all procedures as specified,
- b. Select and approve procedures to be implemented in Phase Three,
- c. Finalize design characteristics,
- d. Identify problems and develop policy for their resolution, and
- e. Evaluate and approve all specified products.

For this project, this will include a joint review of the first set of captured hyperspectral imagery to ensure specification compliance, completeness, and accuracy are being met utilizing the survey control plan and the quality control measures of the project plan.

The procedures for processing the hyperspectral data to a functional state and format suitable for proper interpretation of NWI will be tested and reviewed. All NWI feature delineation procedures will be described, reviewed and tested during the pilot phase, based on a limited, but representative, geographic area that is mutually approved by all parties.

Upon receipt of the pilot data and findings, the County will review to ensure specification compliance, completeness, and accuracy. All procedures for correspondence and quality assurance will also be reviewed in this phase. 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 are codified, the Consultant will be advised to begin Phase Three. If, however, significant and irreconcilable problems occur during Phase Two, and are a result of the Consultant's efforts, or lack thereof, the County then reserves the right to authorize payment for the work completed, and to cancel the remainder of the Contract.

Upon completion of the pilot, the manual will be amended to a near-final state, allowing for subsequent minor adjustments, which may result from the pilot. The Consultant will be responsible for updating the manual, should it be necessary. A final version will be delivered upon the completion of this project.

Phase Three: Production

The general objectives of Phase Three are as follows:

- a. The collection and preparation of hyperspectral imagery for the remaining area comprising the project scope, per specifications,
- b. The delineation and classification of NWI data for the remaining area comprising the project scope, per specifications,
- c. Acceptance of all project deliverables by the County, and
- d. All digital information is installed and operating as a fully integrated entity in the enterprise GIS.

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

Consultant Responsibilities

The major responsibilities of the Consultant are as follows:

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

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. Review and approval of plan project manual, database design, project schedule, quality control procedures, documentation, and all other deliverable products,
3. Resolution of issues on a timely basis,
4. Execution and documentation of acceptance procedures on a timely basis, and
5. Quality assurance inspection of deliverables on a timely basis.

Project Tracking

The Consultant must establish and maintain procedures for tracking progress for the duration of the project. In general, the Consultant will be required to establish and maintain a web-accessible content management site to centrally manage project documents and communications, the final form and procedures of which will be established at project initiation. Moreover, the Consultant 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 addition, during the data collection phase of the project, the Consultant will be required to submit weekly status reports. The final form and procedures of these reports will be established at project initiation.

Required Elements

Control

The Consultant must conform to the specifications, methodology and equipment information regarding the establishment of adequate positional control using differential global positioning system (DGPS) that they have included in their proposal to the County. All control accuracies will

conform to the Standards and Specifications for Control Surveys established by the Federal Geodetic Control Subcommittee (FGCS) of the Federal Geographic Data Committee (FGDC) and the National Standard for Spatial Data Accuracy (NSSDA). The Consultant will provide a detailed description of the process by which the accuracy standards will be met. This should include a description of how any existing control network for both horizontal and vertical measurements might be used, and whether additional control might be required and how it is to be captured. The County maintains a control network for its orthoimagery missions which will be available to the Consultant. The metadata for this information is included in this Exhibit 1.

Survey work for this project is to be performed by or under the direct supervision of a Licensed Illinois Professional Land Surveyor in conformance with current Illinois Land Survey Standards of practice as defined by the Joint Commission on Administrative Rules, Administrative Code, Section 1270.56, minimum standards. The County maintains all of its geospatial data according to the Illinois State Plane, Eastern Zone (Zone 3776), NAD83 (NSRS2007), U.S. survey feet coordinate system. Elevation values utilize the NAVD88 datum as the County standard.

The Consultant will provide all equipment specifications including GPS devices. Moreover, the Consultant will use all software applications identified in their Proposal, which 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. A survey control report will be developed to summarize this task.

Geodatabase Design

The Consultant has described their approach to the database design for the deliverable GIS feature classes for this project and will confirm to this approach which included a preliminary, yet substantial, conceptual ArcSDE® geodatabase design strategy that will accommodate the proposed data layers. The Consultant will submit a final conceptual and physical ArcSDE® geodatabase design plan that will accommodate the data layers. The design will include, if pertinent, any data integrity and topological requirements, tabular fields, domains, relationships, and cartographic requirements.

Hyperspectral Imagery Collection

Acquisition of hyperspectral imagery will require sufficient specifications to support all procedures requested under this RFP. The Consultant will use all methodologies, procedures, equipment, standards, and quality control measures to create the requisite deliverable.

The Consultant will outline in detail the specifications of the imaging spectrometer sensor system and its tandem airborne global positioning system/inertial navigation unit (AGPS/INU). The most current product characterization report for all aerial sensors to be used to acquire imagery will be provided. The following flight and image characteristics to support the requirements of the NWI mapping are to be included in The Consultant:

- a. Flying altitude in terms of above mean terrain (AMT);
- b. Various image lap specifications;
- c. Climatic conditions;
- d. Ground conditions, including terrain variation;
- e. Sun angle;

- f. Atmospheric moisture;
- g. Tip, tilt and crab;
- h. Handling and minimization of image "shadows;"
- i. Total number of exposures;
- j. Total number, total mileage, and directions of flight lines.

The Consultant will detail the specifications regarding the aircraft to be utilized for this project, procedures for capturing the sensor position to be recorded for every exposure, the process of the differential correction of the AGPS data, and the format and delivery system of the differentially corrected AGPS positional data and the final statistical report. The Consultant will also outline the INU exterior orientation data processing including the recording of the sensor attitude during exposures and the format and delivery of a statistical report summarizing the overall accuracy of the adjusted INU data.

The imagery itself will be specified for both its spatial resolution (to support the requested NWI requirements) and its spectral resolution (to adequately support a range of applications, including NWI, noted above). Also to be included are the total number of bands to be collected and processed. In accordance with these specifications, the Consultant will detail the calibration procedures regarding the sensor with ground truth.

The Consultant will clearly outline the rationale and procedures regarding the processing of the raw collection of this imagery. This will include all manual and automated processing techniques to georeference and rectification of the data according to the County standard, manage normalization of environmental variables to ensure accurate and consistent image quality, with mitigation of distortion and noise that would otherwise degrade the specified spectral and reflectance qualities of the data. All proposed software and methods will be cited for these processes, including the spectral library to be used in wetlands delineation.

Imagery will be produced for the entire project area, being the entirety of Cook County including a buffer of 300 feet beyond its boundary. The Consultant will provide detailed specifications to create a product that can sufficiently support specified mapped data. The Consultant will outline a tiling scheme for the final deliverable. For the record, the County currently maintains a standard scheme for its orthoimagery products.

NWI Delineation & Classification

The Consultant will detail the methods, requisite data, software, and standards to enhance the current NWI feature class for Cook County. The State of Illinois standard for delineation follows the widely accepted methods outlined in *Corps of Engineers Wetland Delineation Manual (Wetlands Research Program Technical Report Y-87-1)*, U.S. Army Corps of Engineers. January 1987. An additional and related resource is *Federal Interagency Committee for Wetland Delineation, 1989. Federal Manual for Identifying and Delineating Jurisdictional Wetlands*. U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, and U.S.D.A. Soil Conservation Service. Washington, D.C. Cooperative technical publication. 76 pp. plus appendices. The Consultant will indicate how their approach adheres to these resources.

The County has a number of GIS data layers that will be made available to the Consultant. The Consultant must be prepared to utilize external datasets that are believed to be necessary, in

the case that the County does not have it or the County's version is somehow inadequate. A list of required and/or preferred data sources will be included, each of which will be justified to its purpose in the project. Included as Appendices V and VI are the metadata for probable data layer candidates: one-foot topography and hydrography.

The Consultant will provide a clear methodology for achieving the specifications of this data set. The details will include software, hardware and automation rationale and approach for the level of mapping that is required for the deliverable.

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. FGDC-compliant metadata for all proposed feature classes will be required for this project. As mentioned above, typical County metadata is available in Appendices IV-VI. The Consultant will indicate the methodology to create the metadata. Metadata will be delivered in HTML, XML and TXT file formats, but working drafts during development and QA will be provided to the County in Microsoft® Word™.

Quality Control and Assurance

All internal quality control measures for all tasks will be detailed in the appropriate sections. The Consultant will provide a methodology to manage the quality control and assurance of all deliverable items to be accepted by the County. The Consultant 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 Consultant and the County.

Project Schedule

The Consultant will provide a project schedule of sufficient detail including all tasks and major milestones. The requirements of the imagery in terms of seasonality must be clearly addressed and accommodated. In general, the County seeks good reasoning for justifying the proposed schedule and how it will best serve the interests of the County.

EXHIBIT 2

Schedule of Compensation

Schedule of Compensation

Maximum Compensation

The maximum compensation under this agreement may not exceed \$384,995.35.

Monthly Invoicing

The Consultant must submit original invoices on a monthly basis to the Bureau of Technology to apply against the contract. Invoices must be submitted in accordance with the mutually agreed upon time period.

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

EXHIBIT 3

Evidence of Insurance

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
01/31/2012

NAME OF INSURED: Merrick & Company

Additional Description of Operations/Remarks from Page 1:

Additional Information:

Professional/Pollution Liability Policy #015448988 Insurer F: See Above
Effective Dates: 04/07/11 - 04/07/12 Shared Limit Claims Made
\$350,000 Deductible; \$4,000,000 Per Claim; \$4,000,000 Aggregate

EXHIBIT 4

Board Authorization

BUREAU OF TECHNOLOGY

CONTRACTS

ITEM #28

APPROVED

Transmitting a Communication, dated March 29, 2012 from
GREG WASS, Chief Information Officer, Bureau of Technology
and
MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Merrick and Company, Aurora, Colorado, to acquire hyperspectral imagery to support a number of applications, in particular, the enhancement of the National Wetlands Inventory.

Reason: The enhanced data will support a number of conservation and green activities through better description of land cover in the County. Beyond wetlands delineation, enhancement and restoration, hyperspectral data has been applied to a wide range of other uses that support services in the natural resources, urban and regional planning, and environmental disciplines, including:

- Vegetation delineation, such as invasive species identification, heritage tree stands, and general forestry management;
- Planning and economic development support products such as land use and land cover mapping;
- General environmental mapping, including open space, impervious surface and building type determination;
- Climate change research including carbon sequestration and urban heat island mapping;
- Long term conservation for flora and wildlife;
- Groundwater recharge and discharge studies;
- Stormwater and flood management;
- General water resource management;
- Soils and geologic mapping; and
- Green sustainability infrastructure planning, implementation, and management.

Competitive bidding procedures were followed in accordance with the Cook Procurement Code. On May 23, 2011 a Request for Proposal (RFP) was released for hyperspectral imagery and wetland enhancement services. Two (2) bidders responded to the solicitation that opened on July 8, 2011. Merrick & Company was the lowest responsive and responsible bidder.

Estimated Fiscal Impact: \$384,995.35. Contract period: May 1, 2012 through April 30, 2013. (545-260 Account).

Sufficient funds are available in the Geographic Information Systems fund.

The Purchasing Agent concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

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