

PROFESSIONAL SERVICES AGREEMENT

For

**Aerial Orthoimagery Missions
RFP # 13-28-017**

BETWEEN



COOK COUNTY GOVERNMENT

**Bureau of Technology
Department of Geographic Information Systems (GIS)**

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.....	8
h) Confidentiality and Ownership of Documents	8
i) Patents, Copyrights and Licenses	8
j) Examination of Records and Audits	9
k) Subcontract Subcontracting or Assignment of Contract or Contract Funds	10
ARTICLE 4) TERM OF PERFORMANCE	11
a) Term of Performance	11
b) Timeliness of Performance	11
c) Agreement Extension Option	11
ARTICLE 5) COMPENSATION	12
a) Basis of Payment	12
b) Method of Payment	12
c) Funding.....	12
d) Non-Appropriation	12
e) Taxes.....	12
f) Price Reduction.....	13
g) Contractor Credits.....	13
ARTICLE 6) DISPUTES.....	13
ARTICLE 7) COMPLIANCE WITH ALL LAWS.....	14
ARTICLE 8) SPECIAL CONDITIONS.....	14
a) Warranties and Representations	14
b) Ethics	15
c) Joint and Several Liability.....	15

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

List of Exhibits

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- 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 20 day of March, 2013, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Aerial Orthoimagery Missions. 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

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.

(6) Aircraft Liability Insurance

The Contractor shall procure and maintain during the term of the contract Aircraft Liability Insurance on an "occurrence basis" with limits of liability of not less than \$2,000,000 per occurrence combined single limit, for Personal Injury, Bodily Injury and Property Damage. If the Contractor must subcontract this portion of the project, any

and
all subcontractors associated with this aspect of the project must maintain
coverage.

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 3/21/13 ("Effective Date") and continue for 3 years 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 ___ additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

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

c) Funding

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

d) Non-Appropriation

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

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased

by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

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 \$150,000.00 or greater or which extend the term of the Contract by a year (365) 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 \$150,000.00 or which do not extend the term of the Contract by more than a year (365) days may 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: Department of GIS, Cook County Bureau of Technology
69 West Washington, 27th Floor
Chicago, Illinois 60602

(Include County Contract Number on all notices)
Attention: Department Director

and

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: Merrick & Company
2450 S. Peoria Street
Aurora, Colorado 80014-5475
Attention: Doug Jacoby, PM / Gary Outlaw, VP

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

ARTICLE 12) AUTHORITY

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

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

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

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

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

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

Address: 105 West Madison, Suite 1700, Chicago, IL 60602

E-mail: c.fidis@americansurvey.com

Contact Person: Coventine Fidis, President/CEO Phone: 312-277-2000

Dollar Amount Participation: \$ 158,708.98

Percent Amount of Participation: 4.33% %

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

MBE/WBE Firm: DAS Aerial Mapping

Address: 10220 Forest Lane, Dallas, TX 75243

E-mail: kim@dasmaps.com

Contact Person: Kim Johnson, President Phone: 214-349-2200

Dollar Amount Participation: \$ 1,763,499.55

Percent Amount of Participation: 48.06% %

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

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: American Surveying & Engineering, P.C.
Address: 105 W. Madison St., Suite 1700
City/State: Chicago, IL Zip 60602
Phone: 312-277-2000 Fax: 312-277-2002
Email: c.fidis@americansurvey.com

Certifying Agency: Cook County
Certification Expiration Date: 5/30/2013
FEIN #: 36-3307274
Contact Person: Coventine Fidis
Contract #: _____

Participation: Direct Indirect

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

No Yes – Please attach explanation. Proposed Subcontractor: _____

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

Survey Services

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:
\$158,708.98
4.33%

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

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

[Signature]
Signature (M/WBE)
Coventine Fidis
Print Name
American Surveying & Engineering, P.C.
Firm Name
2/7/2013
Date

[Signature]
Signature (Prime Bidder/Proposer)
GARY D. OUTLAW
Print Name
MERRICK & COMPANY
Firm Name
FEB. 12, 2013
Date

Subscribed and sworn before me
this 7th day of February, 20 13
Notary Public Rosemary Flowers
SEAL

Subscribed and sworn before me
this 12th day of FEBRUARY, 2013
Notary Public [Signature]
SEAL



THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

EARLEAN COLLINS
ROBERT STEELE
RY BUTLER
LIAM M. BEAVERS
BORAH SIMS
JDAN PATRICIA MURPHY
JESUS G. GARCIA
EDWIN REYES

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



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

July 3, 2012

American Surveying & Engineering, P.C.

RECEIVED

JUL 09 2012

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

105 West Madison, Suite 1700
Chicago, IL 60602

Re: Licensure Reconsideration

Dear Mr. Fidis:

The Office of Contract Compliance has reconsidered its position in requiring that the MBE qualifying individual must be licensed in a specific specialization to receive MBE certification from Cook County Government. This Office is pleased to inform you that American Surveying & Engineering, P.C. will maintain its certification as an MBE in the business specialty area formerly requested.

Upon review of Cook County policies relating to state licensure requirements, certain professional services firms may include areas of specialties, when the MBE qualifying individual does not possess the licensing, however, the MBE qualifying individual must have the ability to intelligently and critically evaluate information presented by the firm's professional employees. It has been determined that your firm has provided the required documentation, including education, experience and expertise to be certified in the areas of specialty requested.

Your firm's participation on Cook County contracts will be credited toward MBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your area of specialty, credit toward MBE goals will only be recognized 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/lar



Cook County Government

Office of Contract Compliance

certifies that the criteria for certification as a

Priority Business Enterprise

has been met by

American Surveying & Engineering, P.C.

Professional Services: Professional Design Firm; Land Surveyor; and Licensed Professional Engineer

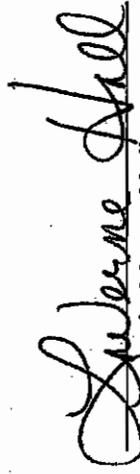
Issued Date: May 30, 2012

No Change Affidavit Due: May 30, 2013

NIGP Code(s): 92586; 92517

Ethnicity Code: 9

County: Cook



LaVerne Hall

Contract Compliance Director

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Dallas Aerial Surveys, Inc. dba DAS, Inc.
Address: 10220 Forest Lane
City/State: Dallas, TX Zip: 75243
Phone: 214-349-2200 Fax: 214-349-2190
Email: kim@dasmaps.com

Certifying Agency: Women's Business Enterprise National Council
Certification Expiration Date: 07/26/2013
FEIN #: 75-1616173
Contact Person: Kim Johnson
Contract #: _____

Participation: Direct Indirect

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

No Yes -- Please attach explanation. Proposed Subcontractor: _____

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

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

\$1,763,499.55
48.06%

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

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

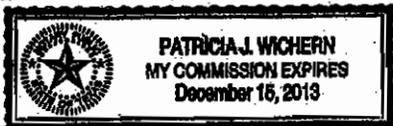
Kim Johnson
Signature (M/WBE)
Kim Johnson
Print Name
Dallas Aerial Surveys, Inc. dba DAS Inc.
Firm Name
02/11/2013
Date

Gary D. Outlaw
Signature (Prime Bidder/Proposer)
GARY D. OUTLAW
Print Name
MERRICK & COMPANY
Firm Name
FEBRUARY 13, 2013
Date

Subscribed and sworn before me
this 11th day of February, 2013.

Notary Public Patricia J. Wichern

SEAL



Subscribed and sworn before me
this 13th day of FEBRUARY, 2013.

Notary Public Karen L. Weiss

SEAL





hereby grants

National Women's Business Enterprise Certification

to

DAS - Dallas Aerial Surveys

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled, and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Women's Business Council - Southwest, a WBENC Regional Partner Organization.

Debbie Hurst

Authorized by Debbie Hurst, President,
Women's Business Council - Southwest



Expiration Date: 07/26/2013
WBENC National Certificate Number: 2005120674

NAICS Codes: 541370, 541310, 541330, 541360, 541519, 541922, 812921

UNSPSC Codes: 81151601, 81151901, 82131601, 81151603



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

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- _____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

D. OTHER RELEVANT INFORMATION

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

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

None

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

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

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

Yes: _____ No: X

b) If yes, list business addresses 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 (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

Privilege Information:

County Privilege: _____
County Department: _____

Applicant Information:

Last name: _____ First Name: _____ MI: _____
SS# (Last Four Digits): _____ Date of Birth: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Home Phone: (____) _____ Drivers License No: _____

Child Support Obligation Information:

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

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

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

Signature: Jan D. Orlan Date: 2-11-13

Subscribed and sworn to before me this 11TH day of FEBRUARY , 20 13

x Karen L. Weiss
Notary Public Signature

Notary Seal

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

EDS-8



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 St.

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
NONE			

Declaration (check the applicable box):

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

Gary Outlaw, GISP
 Name of Authorized Applicant/Holder Representative (please print or type)
Gary D. Outlaw
 Signature
gary.outlaw@merrick.com
 E-mail address

Vice President
 Title
2-11-13
 Date
303-751-0741
 Phone Number

Subscribed to and sworn before me this 11TH day of FEB, 2013.

My commission expires: 11-26-2015

x *Karen L. Weiss*
 Notary Public Signature

KAREN L. WEISS
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID # 20074043549
 MY COMMISSION EXPIRES NOVEMBER 25, 2015
 Notary Seal



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookecounty.gov/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: NONE Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

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

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

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

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

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

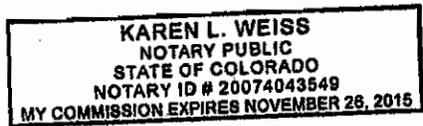
Gary Outlaw
Gary Outlaw, GISP
Owner/Employee's Signature

February 12, 2013
Date

Subscribe and sworn before me this 12TH Day of FEBRUARY, 20 13

a Notary Public in and for ARAPAHOE County

Karen L. Weiss
(Signature)



NOTARY PUBLIC
SEAL

My Commission expires 11-26-2015

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

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

SIGNATURE BY A CORPORATION
(SECTION 9)

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

BUSINESS NAME: Merrick & Company

BUSINESS ADDRESS: 2450 S. Peoria St., Aurora, Colorado 80014-5475

BUSINESS TELEPHONE: 303-751-0741 FAX NUMBER: 303-745-0904

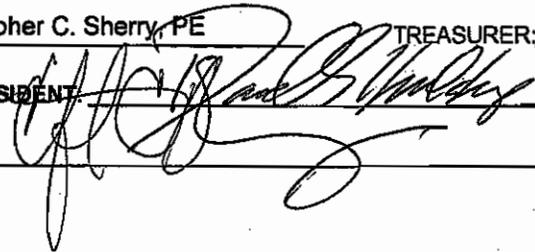
CONTACT PERSON: Gary Outlaw, GISP (Vice President)

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, GLS, 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 FEBRUARY, 2013.

x 
Notary Public Signature

My commission expires: _____

KAREN L. WEISS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20074043549
MY COMMISSION EXPIRES NOVEMBER 26, 2015

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 02/28/2013 that have been posted, and by documents delivered to this office electronically through 03/05/2013 @ 12:02:49.

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 03/05/2013 @ 12:02:49 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8478745.



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
(SECTION 9)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 20 DAY OF March, 2013.

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

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER
13-28-017

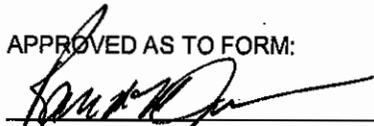
OR

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

TOTAL AMOUNT OF CONTRACT: \$ 3,344,445.95
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:



ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

EXHIBIT 1

**Scope of Services
Schedule
Key Personnel**

Scope of Work

This Exhibit 1 is intended to be complementary and to describe the delivery of the complete service. Anything not mentioned in this exhibit but mentioned in the RFP will be like effect.

The major tasks include the following:

1. Survey control,
2. Analytical triangulation,
3. DEM,
4. Digitally orthorectified four-band and panchromatic imagery,
5. Geodatabase design, and
6. Metadata.

2.5 Standards and Considerations

The product to be delivered is a Spring capture with a production of natural color six-inch (6") ground sample distance (GSD) digitally orthorectified imagery. This six-inch product conforms to the standard GSD of the County. The standard delivered file format is georeferenced tagged image file format (GeoTIFF). 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 standard orthoimagery tiling scheme is an arbitrary grid composed of 2,500 feet by 2,500 feet (2,500' x 2,500') tiles with a naming convention that utilizes the standard coordinates associated with each tile. The entire scheme incorporates a three-hundred foot (300') buffer beyond the project area border. There are approximately 19,000 tiles for the project area.

The County requires the capture of the aerial imagery to be completed in the Spring season under typical and standard climate and environmental specifications, including, and specifically, leaf-off conditions. It has become more common, based on direct and anecdotal experiences, for aerial missions in this region to be delivered, in part, as non-compliant with this specification. Reasons such as climate change or increasingly stringent traffic control around O'Hare and Midway airports have been offered.

2.6 Project Plan

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

- a. Phase One: Project initiation and assessment,
- b. Phase Two: Pilot Project, and

c. Phase Three: Production.

2.6.1 Phase One: Project Initiation

Project initiation will begin after execution of the Contract by the Cook County Board of Commissioners. Agreement on administrative and communication procedures would follow. It will be required that during this phase, a requisite number of meeting(s) will be convened between the Contractor and the County representatives.

After these meeting(s), the Contractor will begin drafting a project plan manual, detailing both the technical and administrative procedures to be followed for the duration of this project. This phase should include any assessment of the various processes and data that will be integrated for this project. The County will review and develop this further, if required. Any subsequent drafts will be approved by the County, prior to proceeding to Phase Two.

Because the participation of our partnering counties is contingent upon their available appropriations budgeted for any given year of this project, the scope of work for any given year of this contract will be conditioned, such that counties without the requisite funds will be excluded and overall costs adjusted. Therefore, the scope of work for each year of the three will be determined prior to flight planning and once budgets are approved which is normally in December at the head of the fiscal year. Cook County will be flown each year under this contract. The pricing schema is assembled per county within the area of the scope of work, in order to differentiate for this contingency.

2.6.2 Phase Two: Pilot Project

When the items in Phase One are accepted by the County, the Contractor 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.

The pilot will consist of the delivery of selected orthorectified images for review by the County as determined during Phase One. The period for County commentary will also be determined during Phase One. Delivery areas that are to be defined in Phase One to address a number of specifications & considerations, including the aforementioned radial displacement mitigation, will structure the remainder of the project.

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 Contractor will be advised to begin Phase Three.

If, however, significant and irreconcilable problems occur during Phase Two, and are a result of the Contractor's efforts, or lack thereof, the County then reserves the right to authorize payment for the work completed, and to cancel the remainder of 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 Contractor will be responsible for updating the manual, should it be necessary. A final version will be delivered upon the completion of this project.

2.6.3 Phase Three: Production

The general objectives of Phase Three are as follows:

- a. The production of digital orthoimagery for the remaining area comprising the project scope, per specifications,
- b. Acceptance of all project deliverables by the County,
- c. All digital information is installed and operating as a fully integrated entity in the enterprise GIS,
- d. Any source documents from the County have been returned, and
- e. When all of the above has been accomplished and accepted by the County, the project will be considered complete.

2.7 Contractor Responsibilities

The major responsibilities of the Contractor are as follows:

- a. Development and documentation of procedures to meet Contract specifications,
- b. Production of digital files and other products of all designated tasks as specified,
- c. Maintenance of database, quality, legal, and safety standards,
- d. Delivery of preliminary and final products as per specification and schedule,
- e. Security of the County's source materials,
- f. Regular conference calls and crew review meetings will be established,

- g. Coordinate to establish a site for management of all relevant project content,
- h. Attend all scheduled pre-flight meetings with air traffic control officials,
- i. Correspondence with the County on all anomalous issues throughout project lifecycle, and
- j. Provision of all labor, materials, equipment, tools, and other incidentals (except that provided by the County) that are necessary to complete the project.

2.8 County Responsibilities

The major responsibilities of the County are as follows:

- a. Access to or provision of any relevant source materials as specified by the stewards of that information,
- b. Provide notice to all standards, protocols, and procedures for compliance during the project,
- c. Review and approval of plan project manual, database design, project schedule, quality control procedures, documentation, and all other deliverable products,
- d. Resolution of issues on a timely basis,
- e. Coordinate to establish a site for management of all relevant project content,
- f. Arrange and attend all pre-flight meetings with air traffic control officials,
- g. Execution and documentation of acceptance procedures on a timely basis, and
- h. Quality assurance inspection of deliverables on a timely basis.

2.9 Project Tracking

The Contractor must comply with jointly agreed procedures of a content management site for tracking progress and documents for the duration of the project. This may be either the County's SharePoint site or one provided by the Proposer. In addition, the Contractor will submit written monthly status reports to the County. These reports will include:

- a. Any product or document that is delivered,
- b. Meetings held, planned, or requested, including the minutes thereof,
- c. Issues or problems that are encountered, need to be addressed, or resolved,
- d. Invoicing and payment, and

- e. Production goals for the next reporting period.

The final form and procedures of these reports will be established at project initiation.

The County manages its projects using a SharePoint-based enterprise project system. The contractor(s) shall provide timely project deliverables and milestone dates in a format determined by the County, which the County may use to determine contractor's overall progress as part of project status reporting. The County may provide contractors with project management reporting templates or report requirements. At the County's discretion, the contractor must report its progress at intervals determined by the County, using either the County's templates or documents meeting the County's report requirements.

2.10 Required Elements

2.10.1 Control

The Proposer will provide a detailed methodology for creating, updating and/or augmenting the County's control points as needed to meet the accuracy requirements of this Contract. 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). For six-inch (6") GSD, to achieve 1" = 100' (1:1200) mapping scale, orthorectified imagery will meet or exceed a verified horizontal accuracy of 3.8 feet at the 95% confidence interval (2.2 feet RMSE) as specified in the FGDC Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy (NSSDA). The Proposer 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 might be used, and whether additional control might be required and how it is to be captured. Specifications of all equipment will be included.

Any field work must be supervised by an Illinois Registered Land Surveyor. The Contractor shall determine land ownership encompassing those locations and, when required, obtain necessary site access permission. The Contractor will notify landowners and coordinate with appropriate County personnel prior to on-site activities.

2.10.2 Four-Band Aerial Imagery

Unprocessed aerial imagery will require sufficient specifications to support all other photogrammetric procedures requested under this Contract as well as those planned beyond the scope of the Contract. The Proposer will detail all methodologies, procedures, equipment, standards, and quality control measures to create the requisite deliverables.

The imagery will be directly captured using a very high resolution digital mapping aerial camera system. The images will be delivered in natural color with a GSD of six inches (6"), which is sufficient to support general mapping at a scale of one inch equals 100 feet (1:1200). All imagery shall be collected to conform to the American Society for Photogrammetry and Remote Sensing (ASPRS) Draft Aerial Photography Standard (1995). The following flight and image characteristics are to be included in the Proposal:

- a. Flying altitude in terms of above mean terrain (AMT),

- b. Forward lap,
- c. Side lap,
- d. Climatic conditions,
- e. Cloud coverage,
- f. Ground conditions,
- g. Sun angle,
- h. Atmospheric moisture,
- i. Tip, tilt and crab,
- j. Handling of shadows,
- k. Acceptable contrast,
- l. Total number of exposures, and
- m. Total number, total mileage, and direction of flight lines.

The Contractor will detail the 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 Contractor will also outline the IMU 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 IMU data.

2.10.3 Aerotriangulation

The Contractor will perform an analytical aerotriangulation (AT) over the entire project area in order to densify the ground control in preparation of the digital elevation model (DEM).

The positional accuracy of horizontal and vertical photo control established by AT must meet acceptable root mean square errors (RMSE) on final block adjustments. The Contractor is responsible for detailed specifications for the systems, equipment, and software used, compilation and measurement procedures, and quality control/assurance methods.

2.10.4 Orthorectified Imagery

Digital orthorectified imagery will be produced for the entire project area, including a buffer of 300 feet beyond its boundary. The Contractor will provide detailed specifications to create a product that can sufficiently support specified mapping data, including planimetry. The source materials will consist of the aerial photography; GPS control survey, AT data, sensor and scanner calibration data, and the DEM.

The Contractor will provide the production procedures and equipment used in the contract to the County. This should include scanner specifications, scanning techniques, orthoimage processing, positional and tonal edgematching, and image radiometry. The images shall be tonally balanced to produce a uniform contrast and tone across the image tiles of the entire project, not just between adjacent tiles. Changes in color balance across the project, if they exist, shall be gradual. Abrupt tonal variations between tiles are not acceptable. Features in the imagery that span between the area of special consideration and the remainder of the coverage area must align visually, particularly those above ground level.

The imagery will be produced to a GSD of six inches (6") in order to support a map scale of one inch equals one hundred feet (1:1200). The approved image processing methodology will not allow downsampling upon deliverable products. The images will be produced to sufficient accuracy as set forth by the ASPRS Accuracy Standards for Class One Large Scale Maps.

The imagery will be produced as both natural color and panchromatic. The Contractor must specify the methodology that outlines the conversion to panchromatic including contrast and tonal adjustment techniques as if the imagery were being produced from a photograph that was originally captured in grayscale.

Images shall be delivered in uncompressed GeoTIFF file format with no internal tiling or overviews. Data shall not be compressed during any phase of the production process. Presence of compression artifacts will be cause for rejection. The GeoTIFF files shall include the following GeoTIFF tags and keys:

- a. ModelTiepointTag;
- b. ModelPixelScaleTag;
- c. GTModelTypeGeoKey;
- d. GTRasterTypeGeoKey;
- e. ProjectedCSTypeGeoKey;
- f. PCSCitationGeoKey;
- g. ProjLinearUnitsGeoKey.

Orthorectified GeoTIFF files will represent tiles for the entire project area that will be based on Cook County's existing standard.

2.10.5 Quality Control and Assurance

The Contractor will deliver conceptual and final ArcSDE geodatabase design documents that accommodate all proposed data layers, including feature datasets and classes. The design will include any data integrity and topological requirements, tabular fields, relationships, and cartographic requirements.

The project will deliver, at minimum, the following feature classes, but the Contractor is free to add additional feature to the project plan at the approval of the County:

- a. Control survey,
- b. Flight lines,
- c. Photo centers,
- d. Model limits, and
- e. DEM.

2.10.6 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 the orthorectified imagery and all proposed feature classes will be required for this project. Metadata will be delivered in HTML, XML and TXT file formats.

2.10.7 Quality Control and Assurance

All internal quality control measures for all tasks will be detailed in the project plan. The Contractor will provide a methodology to manage the quality control and assurance of all deliverable items to be accepted by the County. The project plan will detail all procedures and any tool(s) that would facilitate the tracking of the passing of the deliveries and the communication of errors and comments between the Contractor and the County.

3. DELIVERABLES

The information shall include but not be limited to characteristics such as file format, approximate file size, media of delivery, storage requirements and plan, and other specifications. These specifications will ultimately be determined between the Contractor and the County during project initiation.

3.1. Control Survey

- a. A survey report containing information about sources, monuments, procedures, difficulties, and actual accuracies attained in ASCII file format,
- b. GPS data coordinates in ASCII file format using the FGCS Input Formats and Specifications,
- c. Final set of project coordinates as a geodatabase point feature class. Values will be provided in Illinois East State Plane coordinates, and
- d. All field notes in scanned file format.

3.2. Aerial Imagery

- a. Preliminary flight diagram as a pre-flight deliverable, including approximate flight lines, approximate image centers, and project area outline,
- b. A geodatabase point feature class of the centers of each exposure,
- c. A geodatabase line feature class of the flight lines, and
- d. Valid and current product characterization report(s) for any aerial sensor(s) used in the project, supplied in ASCII file format.

3.3. Aerotriangulation

- a. A report documenting the quality and accuracy of the analytical measurements, including a brief narrative explaining the solution as well as descriptions of equipment, procedures, and computer programs used. The report will also include RMS error summaries, ABGPS positional data, IMU sensor orientation data, and statistical summary report in ASCII file format, and
- b. A geodatabase polygon feature class of the stereo model limits.

3.4. Orthoimagery

- a. One (1) complete set each of digital orthorectified images produced at six-inch (6") GSD in uncompressed GeoTIFF format in four-band 32-bit (R, G, B, IR) and panchromatic, and
- b. A geodatabase point feature class of the DEM used in support of the orthogonal rectification.

3.5. Geodatabase Design

Final conceptual and physical geodatabase design documents in Adobe PDF format.

3.6. Metadata

FGDC-compliant metadata for each feature class and raster dataset above as specified

EXHIBIT 2

Schedule of Compensation

BAFO Price Proposal Page

Name of Firm: Merrick & Company

1. Method of Payment

The proposer declares that it has carefully examined the Request for Proposal documents, the Proposal Forms, General and Special Conditions and Specifications for the 2013-15 Aerial Orthoimagery Mission RFP as prepared by Cook County and has become familiar with all of the conditions under which it must be carried out and understands that by submitting proposed pricing on these pages, Proposer waives all right to plead any misunderstanding regarding the same. The tables should include all costs associated with this RFP. No other costs will be incurred for this project.

Task	2013	2014	2015	Total
Project management (including, if any, site visits, data handling, overhead, etc.) (ENTIRE PROJECT)	\$ 43,984.73	\$ 45,183.53	\$ 46,419.19	\$ 135,587.44

Control	2013	2014	2015	Total
Cook County (946 sq miles)	\$ 16,304.55	\$ 6,364.06	\$ 6,364.06	\$ 29,032.67
DuPage County (334 sq miles)	\$ 5,743.65	\$ 2,241.89	\$ 2,241.89	\$ 10,227.42
Kane County (520 sq miles)	\$ 8,927.08	\$ 3,484.45	\$ 3,484.45	\$ 15,895.99
Kendall County (321 sq miles)	\$ 5,491.00	\$ 2,143.27	\$ 2,143.27	\$ 9,777.53
Lake County (448 sq miles)	\$ 8,017.53	\$ 3,129.43	\$ 3,129.43	\$ 14,276.40
McHenry County (604 sq miles)	\$ 10,392.47	\$ 4,056.43	\$ 4,056.43	\$ 18,505.33
Will County (837 sq miles)	\$ 14,451.76	\$ 5,640.87	\$ 5,640.87	\$ 25,733.51
Aux Sable Township of Grundy County	\$ 1,229.58	\$ 479.93	\$ 479.93	\$ 2,189.45
Subtotal	\$ 70,557.61	\$ 27,540.34	\$ 27,540.34	\$ 125,638.30

BAFO Price Proposal Page

Name of Firm: Merrick & Company

Aerial Imagery Capture	2013	2014	2015	Total
Cook County (946 sq miles)	\$ 171,790.07	\$ 178,564.13	\$ 185,622.43	\$ 535,976.62
DuPage County (334 sq miles)	\$ 28,818.70	\$ 30,254.07	\$ 31,761.04	\$ 90,833.81
Kane County (520 sq miles)	\$ 44,791.53	\$ 47,022.45	\$ 49,364.67	\$ 141,178.64
Kendall County (321 sq miles)	\$ 27,551.01	\$ 28,923.24	\$ 30,363.93	\$ 86,838.18
Lake County (448 sq miles)	\$ 40,227.86	\$ 42,231.49	\$ 44,335.06	\$ 126,794.40
McHenry County (604 sq miles)	\$ 52,144.10	\$ 54,741.23	\$ 57,467.92	\$ 164,353.25
Will County (837 sq miles)	\$ 72,511.56	\$ 76,123.14	\$ 79,914.87	\$ 228,549.58
Aux Sable Township of Grundy County	\$ 6,169.40	\$ 6,476.68	\$ 6,799.28	\$ 19,445.36
Subtotal	\$ 444,004.22	\$ 464,336.43	\$ 485,629.20	\$ 1,393,969.85

Orthoimagery Compilation	2013	2014	2015	Total
Cook County (946 sq miles)	\$ 191,817.36	\$ 198,738.73	\$ 205,997.73	\$ 596,553.82
DuPage County (334 sq miles)	\$ 35,873.77	\$ 37,361.03	\$ 38,938.70	\$ 112,173.50
Kane County (520 sq miles)	\$ 55,756.88	\$ 58,068.46	\$ 60,520.56	\$ 174,345.91
Kendall County (321 sq miles)	\$ 34,295.74	\$ 35,717.58	\$ 37,225.86	\$ 107,239.18
Lake County (448 sq miles)	\$ 50,075.99	\$ 52,152.05	\$ 54,354.32	\$ 156,582.37
McHenry County (604 sq miles)	\$ 64,909.43	\$ 67,600.45	\$ 70,455.07	\$ 202,964.96
Will County (837 sq miles)	\$ 90,263.03	\$ 94,005.17	\$ 97,974.80	\$ 282,243.00
Aux Sable Township of Grundy County	\$ 7,679.72	\$ 7,998.11	\$ 8,335.85	\$ 24,013.68
Subtotal	\$ 530,671.94	\$ 551,641.59	\$ 573,802.90	\$ 1,656,116.43

BAFO Price Proposal Page

Name of Firm: Merrick & Company

Task	2013	2014	2015	Total
Quality assurance (ENTIRE PROJECT)	\$ 8,441.26	\$ 8,702.44	\$ 8,971.86	\$ 26,115.56
Metadata (ENTIRE PROJECT)	\$ 2,269.20	\$ 2,338.74	\$ 2,410.44	\$ 7,018.37
Grand Total (ENTIRE PROJECT)	\$ 1,099,928.96	\$ 1,099,743.07	\$ 1,144,773.93	\$ 3,344,445.95

2. Renewal Options

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

All fees are listed should be considered Lump Sum (fixed fee), and are based on 100% domestic (U.S.) labor.

The aforementioned fees are based on the assumption that all counties / areas listed (i.e., ENTIRE AREA) will be acquired and processed. Merrick reserves the right to revise the fee(s) should one or more participant is removed from the scope of services as this could result as a loss in the economies of scale (i.e., efficiencies).

Merrick would invoice Cook County on a monthly basis based on a percent complete for each required task.

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2013

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

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

PRODUCER IMA, Inc. - Colorado Division 1550 17th Street Suite 600 Denver, CO 80202	1-303-534-4567	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL ADDRESS: denpam@imacorp.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Merrick & Company 5970 Greenwood Plaza Boulevard Greenwood Village, CO 80111-5472	INSURER A: FEDERAL INS CO (Chubb)	NAIC # 20281
	INSURER B: NATIONAL UNION FIRE INS CO OF PA (Chartis)	19445
	INSURER C: CHUBB IND INS CO	12777
	INSURER D: LEXINGTON INS CO	19437
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 32338280 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		35963636	03/01/13	03/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73574107	03/01/13	03/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		BE23465118	03/01/13	03/01/14	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	71739820	03/01/13	03/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Cook County Government is included as Additional Insured on the General, Automobile, and Excess Liability Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Additional Insured on the General, Automobile, Excess Liability and Workers Compensation Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions. This Insurance is Primary and Non-Contributory on the General and Automobile Liability Policies subject to the policy terms and conditions.

CERTIFICATE HOLDER RE: 2013-15 AERIAL ORTHOIMAGERY MISSION Cook County Government Office of the Chief Procurement Officer Attn: Cho Ng, Senior Contract Negotiator 118 N. Clark Street, Room 1018 Chicago, IL 60602 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
03/05/2013

NAME OF INSURED: Merrick & Company

Additional Description of Operations/Remarks from Page 1:

Additional Information:

Professional/Pollution Liability Coverage: Policy #015448988 Insurer D: See Above

Effective Dates: 04/07/12 - 04/07/13 Shared Limit Claims Made

\$350,000 Deductible; \$5,000,000 Per Claim; \$10,000,000 Aggregate

EXHIBIT 4

Board Authorization

BUREAU OF TECHNOLOGY
DEPARTMENT OF OFFICE TECHNOLOGY

PROPOSED CONTRACT

ITEM #34

Transmitting a Communication, dated February 28, 2013 from

LYDIA MURRAY, Chief Information Officer
and
SHANNON E. ANDREWS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute Contract No. 13-28-017 with Merrick & Company, Greenwood Village, Colorado, for a three (3) year ortho aerial imagery project for Cook, DuPage, Kane, Kendall, Lake, McHenry and Will Counties. The seven (7) county project for aerial imagery includes Global Positioning System (GPS) ground control, aerial imagery, triangulation, prepare and update digital elevation model, rectify and mosaic digital ortho imagery, geodatabase design, Federal Geographic Data Committee (FGDC) metadata and project management.

Reason: A regional Request for Proposal (RFP) was jointly developed by Cook, DuPage, Kane, Kendall, Lake, McHenry and Will Counties for the selection of a company to perform aerial imagery for data acquisition and sharing at county borders. After the completion of the RFP process, the regional Geographic Information System (GIS) workgroup has recommended Merrick & Company based on its ability to meet all technical specifications of the RFP.

Since Cook County has the largest, most complex territory in the region composing of dense urban areas, airports and shore line environments, it is acting as the lead government project manager for this initiative. Cook County beneficiaries of this project will be Cook County municipalities which provide vital operations involving first responders, emergency planners, remediation experts for homeland security, highway for transportation, emergency management and disaster preparedness. This time sensitive project is performed in the spring under "leaf-off" conditions.

Estimated Fiscal Impact: \$3,344,446.00 (FY 2013: \$1,099,929.00; FY 2014: \$1,099,743.00; and FY 2015: \$1,144,774.00). Contract period: April 1, 2013 through September 30, 2015. (545-260 Account).

Sufficient funds are available in the Geographic Information Systems Fund.

The Chief Procurement Officer concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

MAR 20 2013

COM_____