

AMENDMENT NO. 2

This Amendment modifies Contract No. 2050-18294, for Multi-Aerial Imagery by and between the County of Cook, Illinois, herein referred to as "County" and Merrick & Company, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract authorized by the County Board on January 28, 2021, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Multi-Aerial Imagery (hereinafter referred to as the "Services") from February 1, 2021 through January 31, 2024, in an amount not to exceed \$3,371,723.90, with two (2) one-year renewal options; and

Whereas, Amendment No. 1 was authorized by the Board on December 14, 2023 to renew the Contract for one (1) year beginning February 1, 2024 through January 31, 2025 and increase in the amount of \$1,337,517.36 and the Total Contract Amount was revised to \$4,709,241.26; and

Whereas, the Contract will expire January 31, 2025, and the agreed upon Services are still required; and

Whereas, pursuant to Article 4 Section C of the Contract, the County and Contractor desire to renew the Contract for one (1) year beginning on February 1, 2025 through January 31, 2026; and

Whereas, an increase of the Contract amount is required for the continuation of Services; and pursuant to Article 10 Section C of the Contract, the County and Contractor desire to increase the Contract in the amount of \$2,534,846.58.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is renewed through January 31, 2026.
2. The Contract is increased by \$2,534,846.58 and the Total Contract Amount is revised to \$7,244,087.84.
3. The Contract is hereby amended to incorporate Attachment A and made part of the Contract.
4. Exhibit 6, Cook County Travel and Business Expenses Policy and Procedures is hereby deleted in its entirety and replaced with Attachment B.
5. The attached updated Identification of Subcontractor/Supplier/Subconsultant Form, MBE/WBE Utilization Plan forms, certificate of insurance, and Economic Disclosures Statement under Attachment C are incorporated and made a part of this Contract.
6. All other terms and conditions remain as stated in the Contract.

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In witness whereof and pursuant to authority by the County Board on December 19, 2024 the County and Contractor have caused this Amendment No. 2 to be executed on the date and year last written below.

County of Cook, Illinois

By: Raffi Sarrafian
Chief Procurement Officer

Digitally signed by Raffi Sarrafian
Date: 2025.01.07 13:50:04
+06'00'

Date: _____

By: Brian Tracy
State's Attorney (if applicable)

Brian Tracy
Type or print name (if applicable)

Date: 11/1/2024

Merrick & Company

Signed

Christopher C. Sherry
Type or print name

Chief Executive Officer
Title

Date: October 1, 2024

ATTACHMENT A

PLAN OF ACTION, IMPLEMENTATION AND SOLUTION

The following outline provides a description of the significant technical procedures and milestones that will occur throughout the project.

Following the technical section, additional sections outline Merrick's specific quality control procedures, project management philosophy, project deliverables, and client-provided products for this project.

PROJECT IMPLEMENTATION

A project kick-off meeting will be held between County and Merrick to review all technical and administrative aspects of the project. We recommend that the format of this meeting be a "hands-on" workshop environment to facilitate the exchange of quality information.

- Prior to the kick-off meeting, the County will be provided an agenda for the meeting. The action items will include:
- Review the proposed flight and ground control scheme and modify as necessary to meet project requirements
- Brief Cook County on digital aerial imagery acquisition issues such as flight plan, safety, accuracy, etc.
- Discuss TRACON coordination plans
- Discuss/review tiling requirements
- Review accuracy requirements
- Review project control items such as projection, datums and units
- Review Merrick's QA/QC procedures
- Define the location of the pilot project area(s)
- Determine acceptance criteria for all deliverable products
- Identify points of contact and develop communication protocol
- Develop project status report requirements

Following the kick-off meeting, a detailed memorandum will be forwarded to the County project manager to clarify and document the decisions and discussion items of the kick-off meeting.

PROJECT SETUP

To prepare the initial start-up documentation, all of the items discussed during the kick-off meeting will be resolved.

Merrick's project manager will develop internal, project-specific documentation as a reference for the production staff. This project management plan (PMP) outlines the scope of work, project specifications, deliverables, project schedule, technical procedures, and the quality assurance plan.

An internal kick-off meeting with Merrick's project manager and key production staff is held to review all aspects of the project.

Merrick prepares its production facility for the project. The primary tasks that are integrated in preparation of beginning the project are:

- Scheduling of resources (equipment and personnel)
- Customizing in-house software tools and procedures, as necessary
- Customizing QC checklists for each department specific to this project

A project of this magnitude requires a start-up period of approximately one week.

CONTROL SURVEY

American Surveying & Engineering, P.C. (ASE) of Chicago, IL will provide the ground surveying services for Merrick. ASE is a Minority Business Enterprise (MBE), and has supported Merrick on various geospatial and survey projects for over 20 years, including Cook County.

Merrick's lengthy history with supporting the County with their GIS and imagery needs has resulted in a significant amount of photo-identifiable (PID) control locations that is suitable for aerotriangulation and accuracy assessment. As a cost-savings, Merrick intends to take advantage of this former County investment, and utilize as much of this PID control we can, assuming it is recoverable and high quality. See **Figure 1** for an illustration of the current PID control location, which currently totals approximately 250.

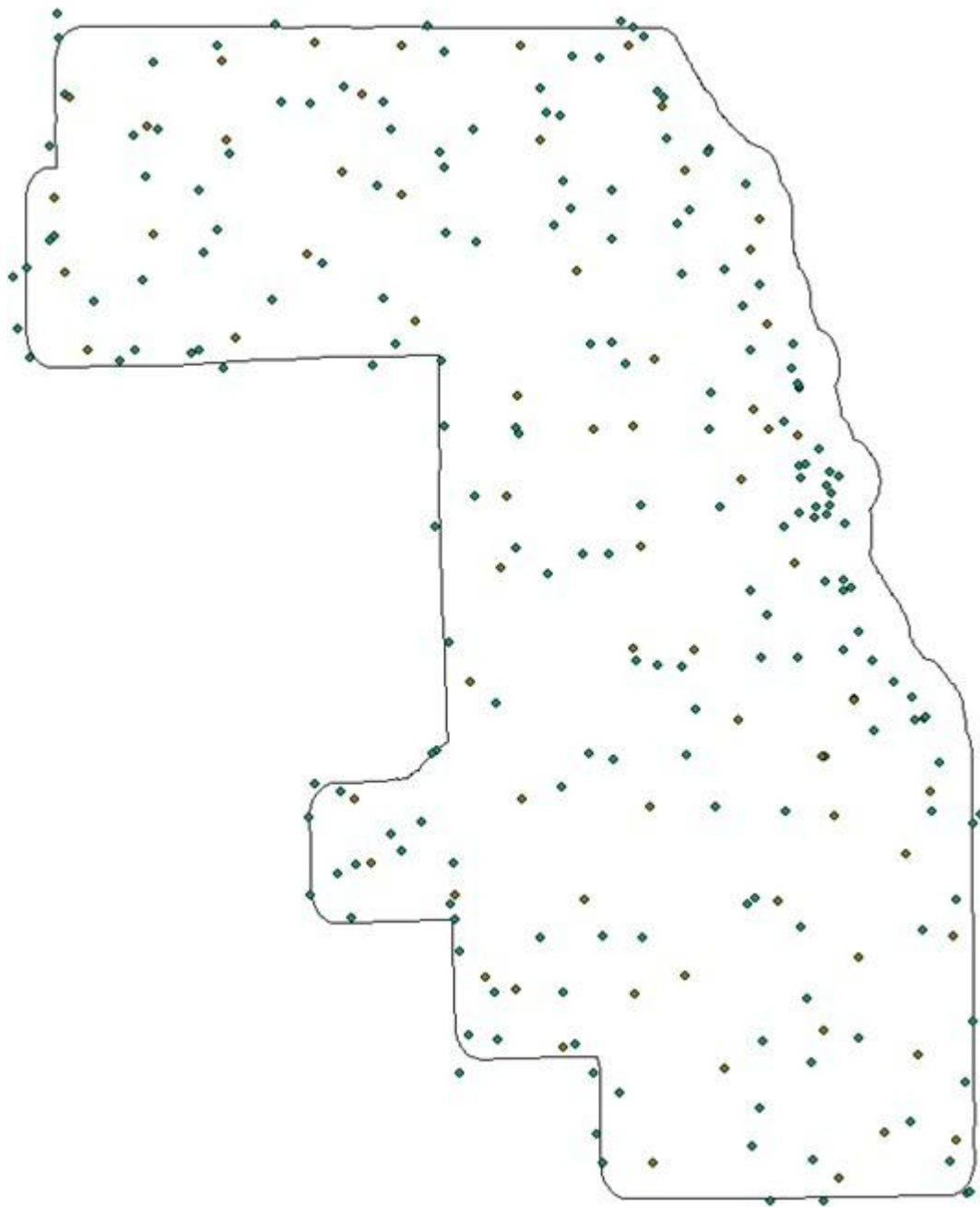


Figure 1: Current PID Control Location

As a reserve, Merrick will use ASE to recover or replace up to twenty PID control points (and/or checkpoints) annually to ensure a high-quality control network to support the imagery acquisition and post-processing.

To recap the PID approach, any new PID control points and/or checkpoints will be a surveyed, “at ground” PID feature. Features that are selected are considered semi-permanent, unambiguous and can be directly observed without an offset from the point. Candidate features include corners of sidewalks or pads and corners of driveways (e.g., corner of walk, center of manhole lid, end of paint stripe, etc.). The final location of the PID control and checkpoints will be selected post-imagery acquisition. This approach will mitigate erroneous measurements during the aerotriangulation task, and increase survey efficiencies in the field.

All past or new horizontal control will be referenced to the Illinois State Plane Coordinate System (SPCS), East Zone (Zone 3776). The horizontal datum is North American Datum of 1983, National Adjustment of 2011 (NAD 83/NA2011). The vertical datum will be North American Vertical Datum of 1988 (NAVD 88) using GEOID 18 for converting ellipsoid heights to orthometric elevations. All units will be in US Survey Feet.

The horizontal accuracy shall be Second Order, Class II, GPS. The vertical accuracy will meet Third Order specifications.

ASE will generate the “Control Report,” which documents the results of the GPS survey. This report will include a brief narrative of all aspects of the GPS data collection process.

AERIAL IMAGERY ACQUISITION

Digital Sensor

The camera system that Merrick will be using for the Countywide nadir and oblique imagery collection is specifically designed to meet the contract’s requirements. The sensor is a Vexcel UltraCam Osprey 4.1 large format digital aerial camera. The Osprey 4.1 represents a 5-camera configuration. Of the five (5) cameras, there is one (1) nadir 4-band camera (pan-sharpened RGBN), and four (4) 3-band oblique cameras (RGB). The focal length of the 4 oblique lens is 123mm while the nadir lens focal length is 50mm (80mm PAN). The Osprey 4.1 mitigates image blur by incorporating multi-directional motion compensation technology resulting in unprecedented vividness and sharpness. The raw image resolution will be less than or equal to six-inch ($\leq 6''$) resolution for the countywide coverage, and higher resolution over the Chicago Central Business District (CBD) due to a planned lower flight altitude.

Merrick will be using the Applanix POS AV 610 system for the position (GNSS) and orientation (IMU) recordings of all sensors. This system is the highest accuracy POS on the market utilizing the state-of-the-art GNSS and IMU technology. The GNSS aircraft antenna used will be the AV39 which offers full support for current and near-future GNSS signals including GPS, GLONASS, Galileo, BeiDou, QZSS, IRNSS, OmniSTAR, Trimble RTX and SBAS. This provides the highest accuracy possible to the POS AV 610. The system performance specifications are as follows:

- Position (m): 0.03
- Roll and Pitch (deg): 0.0025
- True Heading (deg): 0.005

The aircraft that will be used for all airborne data acquisition will most likely be a Cessna 402C (or similar twin engine fixed-wing aircraft).

Merrick has had very good success targeting early- to mid-March for image collection. This has been the right balance between complete snow melt and leaf off conditions. This is our proposed plan for this contract as well.

Planned imagery collection requirements are as follows:

- For both countywide and CBD: 80% endlap (based on nadir), obliques triggered with nadir
- Countywide: $\geq 60\%$ sidelap (based on nadir), obliques to be triggered with nadir
- Countywide imagery will be flown above 10,000' MSL (Mean Sea Level)
- CBD: $\geq 70\%$ sidelap (based on nadir), obliques to be triggered with nadir
- CBD: Line up (center) North-South flight lines or East-West lines (depending on which ATC chooses when the CBD collection begins) to align with every major street.
- CBD will be flown at 3,500' MSL
- Beginning and ending line extensions are required to ensure that the fore or aft oblique cameras cover the project boundary
- “Outtrigger lines” are required to ensure that the entire boundary is covered with left and right oblique imagery
- The outrigger lines do not have to meet the sidelap requirement
- 4-band (RGBN) imagery for the nadir camera; 3-band (RGB) for the four obliques
- Imagery to be collected with a minimum thirty-degree or greater ($\geq 30^\circ$) sun angle
- Image collection free from clouds and cloud shadows, smoke, haze, light streaks, snow, foliage, flooding, and excessive soil moisture

Flight Plan

Flight plans begin on the following page. Note that all flight lines are extended, and lines added to the edges to account for the oblique cameras’ look angles. See **Figure 2** and **Figure 3** for illustration of the Countywide and CBD project areas respectively

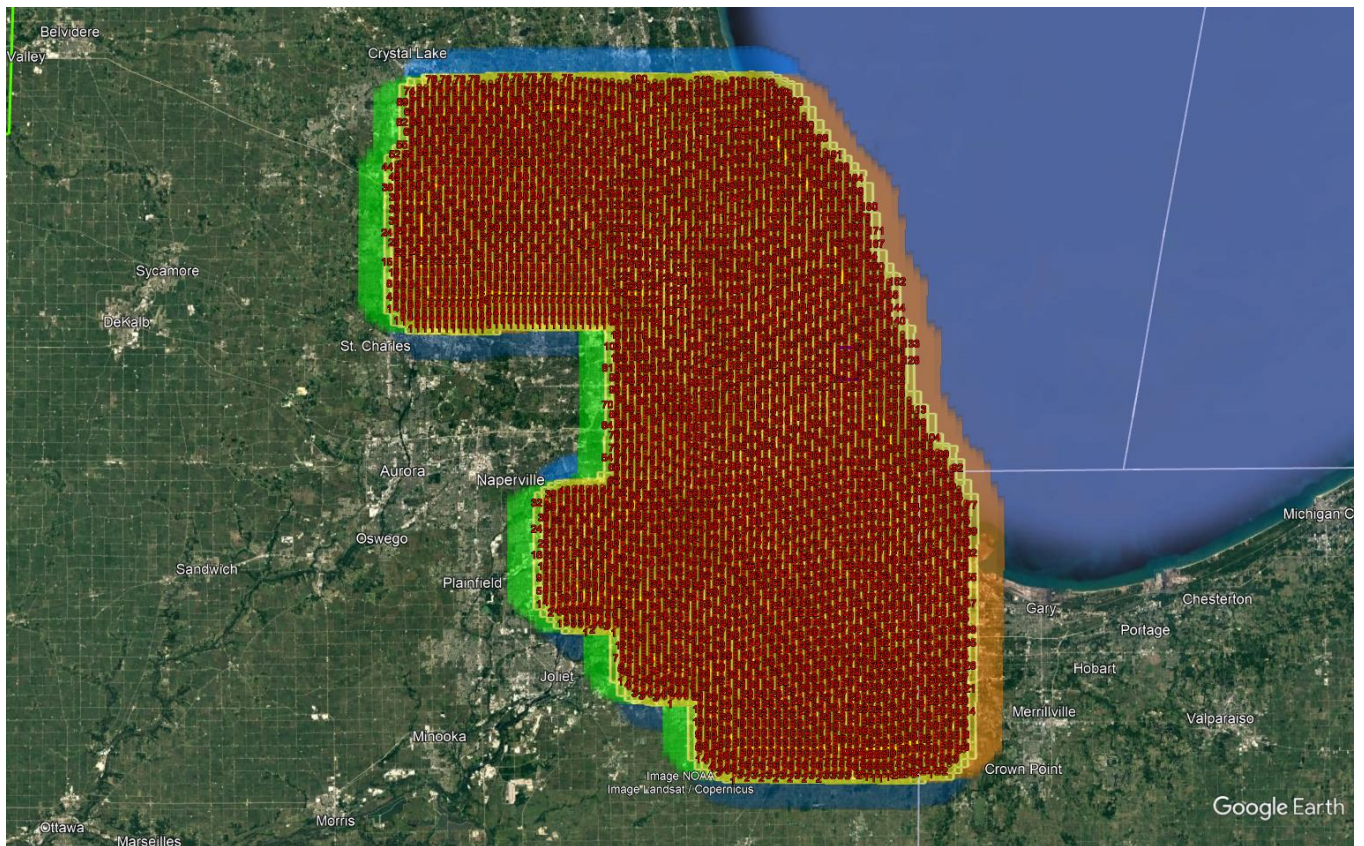


Figure 2: Countywide

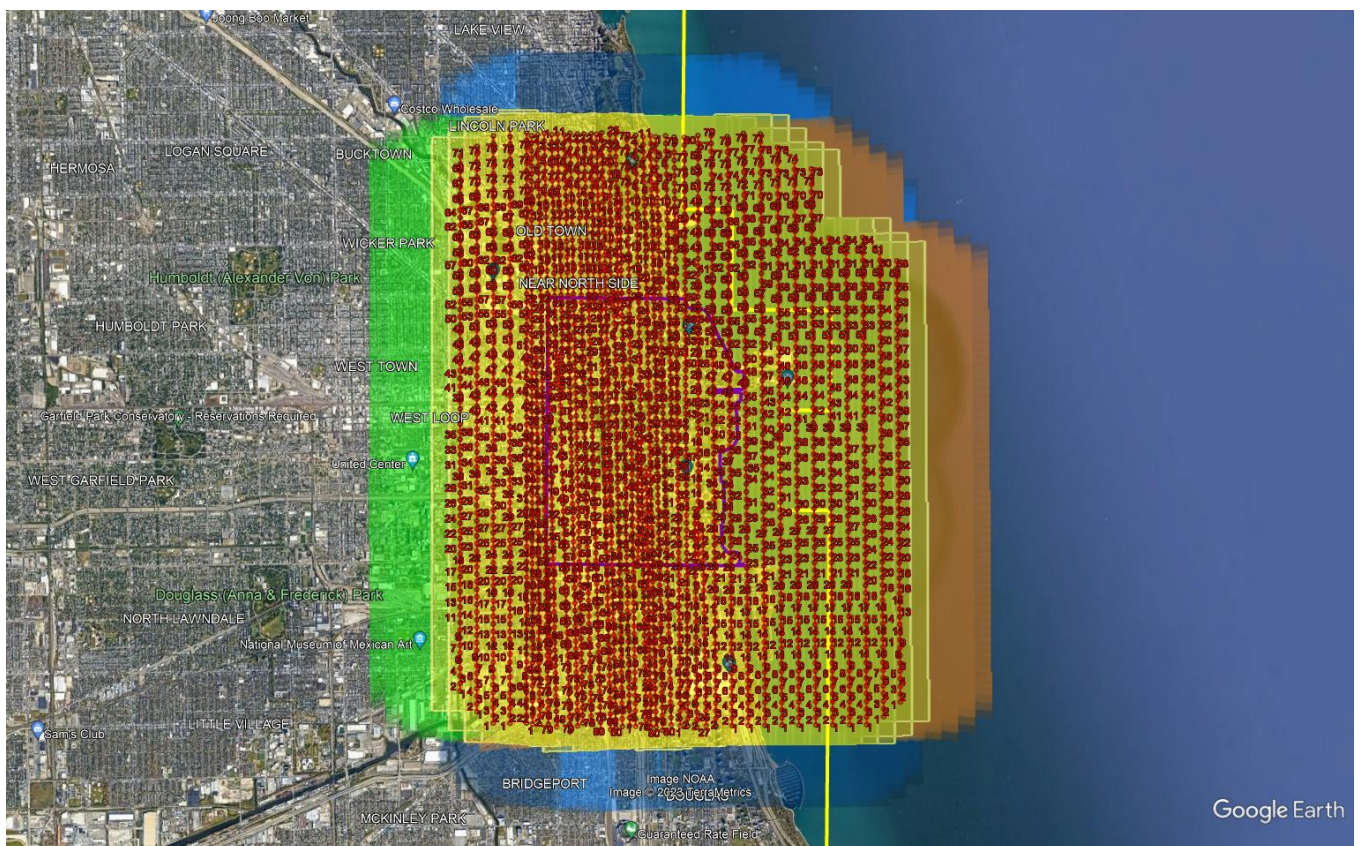


Figure 3: Central Business District (CBD)

Additional Flight Statistics

Countywide statistics:

- Number of flight lines: 91
- Flight line length: ~4,714.5 km
- Number of images: 11,455

CBD statistics:

- Number of flight lines: 49
- Flight line length: ~353.2 km
- Number of images: 3,106

DATA QUALITY CHECKING

Quality checking is paramount in this process to ensure that cameras work properly, coverage is 100% as planned, and the image quality is ideal. Quality checks regarding lighting conditions, clouds, etc. are performed using full resolution images, but coverage checks are performed using reduced resolution versions of the images. We typically coverage check using 10% of full resolution. These smaller file sizes allow us to rapidly perform a coverage check, one camera at a time. We will assess each camera's intended overlap, sidelap, and boundary coverage ensuring all meet the flight planned requirements. This process will be completed before the plane leaves the project site.

The CBD LiDAR is initially quality checked in real-time while the data is collected. The LiDAR operator sees a real-time display of LiDAR as the data is being recorded. More robust checks are performed when the plane lands and automated LiDAR QC processes are run. This process and data review typically complete within 24-36 hours of flight.

IMAGE PROCESSING

Image processing begins with adjusting color, contrast, brightness, etc. by mission. Geographical balancing will occur later in the process. Exporting the raw imagery to standardized, uncompressed TIF format follows. We never process using compressed imagery so that we preserve the highest image quality possible throughout the photogrammetric workflow.

The next step in the process is to perform the final processing of the POS data to produce the exterior orientation (EO) files for each camera per each mission. This generates text files that contain each camera's location (XYZ) and orientation (heading, pitch, roll) at the time of collection. One file is generated per mission, per camera. These files are imported into a database that also includes the exported tiff's paths on our file server. This is the input into building the photogrammetric project.

Once this database is imported into the photogrammetric software (Skyline's PhotoMesh), the AT specialist can see the 3D locations of all imagery, a streaming image background for reference, and all imported control points. An initial preprocessing AT is run to help identify which images intersect with each control point. From this point, the AT technician "measures control" by marking where the PID control point is in each image that has line of sight to each control point. This process includes both nadir and oblique imagery. This process is aided by the fact that direct georeferencing typically places the imagery within about three pixels of the control point before they are measured, or any AT is run. Any PID points that are different between the time of measurement and the image capture date are identified and excluded from the process.

Once all the control points are measured, the Aerotriangulation (AT) process is run. This uses the measured control points and automatically derived tie points to perform subtle adjustments from image to image to produce the best positional accuracy of each image in the processing block. All county-wide and CBD images, both nadir and oblique, are run in a single AT block to ensure proper universal fitment. The statistical results are reviewed by the AT technician. This process will highlight any blunders, human mistakes, or points that need to be excluded. Check points are also used at this stage to ensure acceptable accuracy in areas that were not control by measured PID points.

Once the AT is complete, the true ortho process begins by creating accurate, detailed 3D models of the entire project area, one processing tile at a time. This process is achieved by using structure from motion (SfM) technology to measure 3D points from the many different look angles contributed by the nadir and four oblique cameras and improved upon by their excessive endlap and sidelap. This processing is distributed across many LAN computers and scalable to AWS Cloud processing WAN computers.

LiDAR is used in the processing of the CBD to help form the 3D models in the tight urban canyons of downtown Chicago. Without up-to-date LiDAR, building occlusions can result in false bridges between buildings where the imagery could not find enough variable look angles to form an accurate 3D model.

4-band image texturing follows the 3D model generation. This process involves ray tracing the best 4-band color pixel from the image with the shortest and most direct look angle to texturize each portion of the 3D model. The result of this process is a 3D model where building lean is mitigated, and colored pixels are correctly located in the entire 3D landscape preserving roads and sidewalks next to tall buildings. This texturing process also includes a blending algorithm to balance any color, contrast, tone, and brightness differences between images.

The last step in this process is to sheet cut to orthophoto image tiles in GeoTIFF format. These images are QC'ed by technicians looking for any issues or abnormalities. Corrections are made if needed then the processing ortho tiles are sheet cut to the final Cook County tiles shapefile. A panchromatic imagery set is then created using a weighting algorithm of the RGB pixels to produce a greyscale value for each panchromatic image pixel. At the end of the process, metadata is created, and the geodatabase is generated containing all the client's required attribution.

Image Characteristics

Merrick recognizes that the quality of ortho imagery can be subjective. Imagery that may look good to one person may not to someone else. For this reason, Merrick will work closely with the County during the start-up and prototype processes to develop imagery that is suitable for all users. Our philosophy is that we are working as a team with you to achieve the desired results for the intended applications.

The following outlines potential ortho imagery quality issues that may arise on any given project and Merrick's solutions to these issues.

Image Clarity

The clarity of the image can be significantly affected by atmospheric haze and dust. Thus, aerial photography will be taken in accordance with ASPRS Standards for Aerial Photography whereby the "photography shall not be secured when the ground is obscured by haze, snow, smoke, dust, flood waters, or environmental factors that may obscure ground detail." The aerial photography is thoroughly reviewed for compliance with this standard.

Brightness and Contrast

Brightness and contrast can be controlled during the initial digital imagery processing, and ortho imagery processing phases. The best way to achieve the proper brightness and contrast is through proper digital imagery selection and processing. Although these factors can be controlled somewhat during the ortho rectification phases, the extent to which they can be controlled is primarily dependent on the quality of the digital imagery. Merrick completes a histogram analysis of the imagery to analyze and adjust the dynamic range of gray scale values for brightness and contrast. Brightness and contrast can also be further adjusted on a project-wide basis during the mosaicking process.

We recognize that acceptable brightness and contrast of the ortho imagery is subjective and varies. In an effort to determine the optimum image quality parameters at the onset of the project, Merrick will review the contrast and brightness of a sample set of imagery during the prototype review meeting.

Shadows

The extent to which shadows impact the imagery is a direct result of the time of year and time of day that the photography was flown. Longer shadows will give an overall appearance of darker imagery in heavily shadowed areas even though a histogram analysis may show that the imagery is similar. Regardless of the time of year and day flown, you should be able to identify at least some, and preferably all, detail in shadow areas.

Mosaicking

Mosaicking is completed as a standard process to minimize the effect of inherent tonal variations from photo to photo. Our ortho technicians will review and modify seam lines so that they are placed in areas of consistent tonal balance and between buildings or bridges. A dynamic range adjustment is completed across the entire block of images to provide a tonally balanced product. The mosaicking parameters can be carried from block to block to ensure the entire project area has consistent tonal qualities.

Positional Accuracy

The best way to internally validate that the final ortho products meet the required accuracy standard is by measuring check points on the final ortho photos and comparing the values with the survey control coordinates.

The final ortho-rectified imagery deliverables shall meet or exceed a horizontal accuracy of 2.2' RMSE (3.8' at the 95% confidence level) as specified in the FDGC Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Accuracy (NSSDA).

Final Processing and Formatting

Once the imagery has been edited for aesthetics by the ortho technician and reviewed by the Matt Bethel, Director of Operations and Technology, a series of steps are completed to conclude the process.

- **Sizing:** The data set is clipped to the project boundary and cut to existing client-defined 2,500' x 2,500' tiling scheme
- **Histogram stretch:** The imagery is processed through customizable OrthoVista process to enhance clarity and sharpness
- **Formatting:** Individual tiles are processed to the final format (e.g., GeoTIFF)

Final image quality and geometric fit is reviewed before translation to the client-specific file format. Once translation has occurred, the translated images are displayed to ensure no errors have occurred in translation. The images are then written to the specified media for delivery to the client, and are backed up with all related project data to assure data recovery for future operations.

For this project, we anticipate that all 4-band imagery will be output as uncompressed GeoTIFF files (.tif) with no internal tiling or overviews. This format is readable by ArcInfo and other GIS packages.

Panchromatic imagery will be derived from the final 4-band ortho imagery.

Each GeoTIFF file will contain the following tags and keys:

- ModelTiepointTag
- ModelPixelScaleTag
- GTModelTypeGeoKey
- GTRasterTypeGeoKey
- ProjectedCSTypeGeoKey
- PCSCitationGeoKey
- ProjLinearUnitsGeoKey

Pilot Project

Prior to commencing with the project-wide production, Merrick recommends a pilot project. This will allow the County to visualize all the deliverable products for a sample portion of the project. While the end products for this project remain the same as produced in the 2009-2024 campaigns, the use of different sensor technology suggests reintroducing a pilot project. Completing the pilot project ensures that both parties have a clear understanding of all project products and specifications, regardless of similarities and/or differences. Merrick believes we understand the complexity of this project; therefore, we do not anticipate major modifications in our procedures as a result of the pilot project.

The pilot project will be a representative sub-set of the entire project. It is important to obtain a large enough sample of the project to ensure most database situations and anomalies are reviewed. Merrick and County will mutually designate the pilot project area, and said area should encompass all unique project characteristics that may exist.

Once all pilot project issues have been resolved, the County would then provide Merrick authorization to proceed on project-wide production.

Acceptance Criteria

The County understands that the quality of ortho imagery is subjective to each user and quantifying the acceptability of ortho imagery, in specific terms, is not a goal of this project. Due to inherent anomalies in aerial photography, the County accepts that there will be minor variations in brightness, contrast and color tone in the ortho imagery throughout the project area. The following will be used as a guideline for acceptance of the digital orthophotography. These anomalies must be apparent when viewing at the intended mapping scale (i.e., 1"=100' [1:1,200]).

Contrast

- Accepted: Contrast is the same or very similar to the agreed upon prototype.
- Accepted with Rework: Contrast is significantly different than agreed to prototype.

Clarity

- Accepted: Image is clear and primarily free of blurred areas within the limitations of mosaicking and the source aerial photography. Pixel resolution is correct as per specifications. All image pixels exist.

- Accepted with Rework: Image is not clear or has numerous areas blurring that can be attributed to factors outside the source aerial photography. Pixel resolution is greater than defined by specifications. Image pixels have dropped out.

Warping/Stretching

- Accepted: Imagery is free of warped or stretched areas.
- Accepted with Rework: Image has warped or stretched area that cannot be attributed to extremely steep terrain.

Edge Matching

- Accepted: Ortho tiles edge match within the tolerances of accuracy requirements.
- Accepted with Rework: Ortho tiles do not edge match within accuracy specifications.

Positional Accuracy

- Accepted: Ortho imagery meets the tolerance of accuracy specifications. {+/- calculations on control and/or checkpoints} are within accuracy specifications.
- Accepted with Rework: Ortho imagery does not meet the tolerance of accuracy specifications. {+/- calculations on control and/or checkpoints} are not within accuracy specifications.

GEODATABASE DESIGN

Merrick will prepare an ArcGIS Version 10.8.1 file geodatabase design for use for this project. Feature classes will include the following:

- Control Survey (Point Feature Class)
- Flight Lines (Polyline Feature Class)
- Ortho Tile Scheme (Polygon Feature Class)

Merrick anticipates a similar document, structure, and content as developed for the products required for the previous year's Aerial Imagery project contracts. The final document will be mutually agreed upon by the County and Merrick.

METADATA

Metadata is data about your data. Merrick understands that complete, descriptive, well-formatted metadata adds significant value to your project's data. Merrick's standard database design includes feature level metadata for scale of photography, mapping standard the data exceeds, method of creation, and the source or producer of the data. For every metadata file for the project, each of the major categories; identification, data quality, spatial data organization, spatial reference, entity and attribute information, distribution information, and metadata reference will be attributed Merrick is well versed in providing metadata formatted to a variety of standards.

Merrick will provide the County with project level metadata that conforms to the Federal Geographic Data Committee's (FGDC) Content Standard.

Merrick will prepare each metadata record from relevant reports, samples of digital files, data dictionaries, and design documents.

For select fields in the metadata record, Merrick will contact County directly.

Once drafts of metadata records are prepared, they will be sent electronically to County for review of select fields, especially process steps, abstracts, and data dictionaries. Once returned, Merrick will compile comments, corrections, and updates into a final metadata record. If additional revision is needed, Merrick will accommodate that.

The final metadata record will be post-processed by software that checks for compliancy and formats metadata into a variety of formats suitable for posting on FGDC clearinghouses and storing within ArcGIS environments.

Metadata reports will be prepared for the following datasets:

- Control Survey (Point Feature Class)
- Aerial Imagery Flight Lines (Polyline Feature Class)
- 4-band Ortho-Imagery (Raster)
- Tile Scheme (Polygon Feature Class)

End users will be more confident using your data when it is accompanied by robust, detailed metadata. Merrick will work closely with the County to create meaningful and accurate metadata.

HYPERSPECTRAL IMAGERY

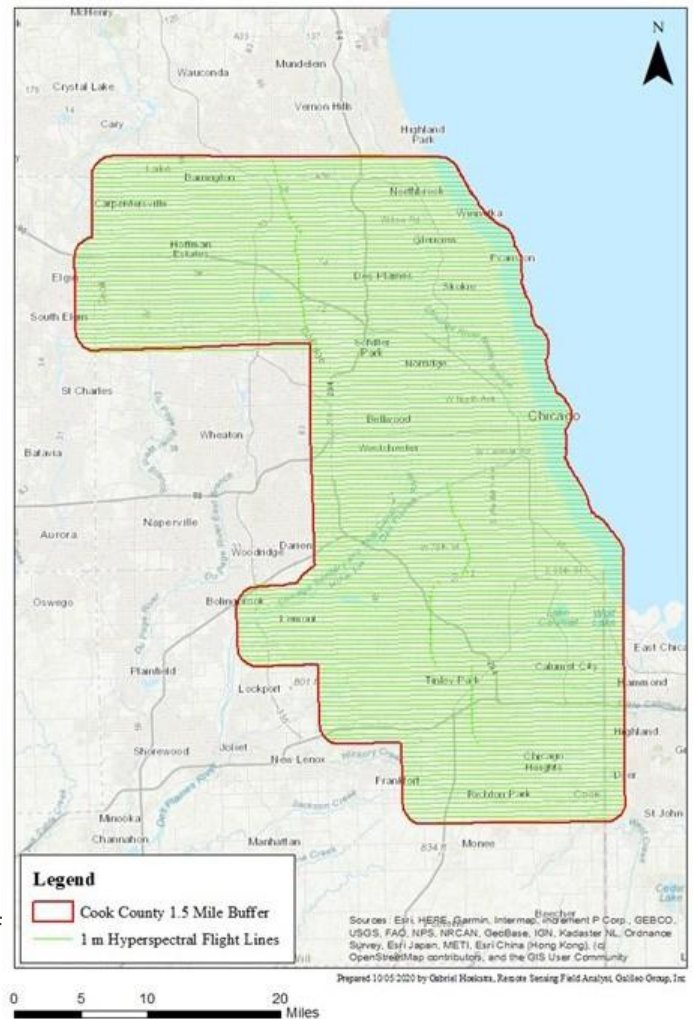
Galileo will utilize its own aircraft platform, most likely a Cessna 172 Skyhawk Pro with G1000 glass cockpit and full ADS-B in and out capabilities, for airborne collection operations independent from concurrent orthophoto and oblique collection by Merrick. An AISA EAGLE II VNIR Hyperspectral Imaging Sensor (400-1000 nm spectral range, 12-bit image depth) coupled with a high precision Oxford Solutions Survey+ 2nd Generation Airborne Global Positioning System (AGPS)/Inertial Navigation Unit (INU) will be utilized by Galileo for hyperspectral airborne collection operations. A total of 126 spectral bands with spectral resolution of approximately 4.6 nm will be collected. The native GSD of the final product will be 1.0 m. The maximum field of view (FOV) for the hyperspectral sensor will be less than 35 degrees. The hyperspectral imagery will be collected during a window of +/- 2 hours solar noon or when solar elevation angles are greater than or equal to 40 degrees, whichever is longest and/or possible given ambient meteorological conditions. During data collection, the signal will be optimized to ensure maximum attainable signal to noise ratio while minimizing data saturation of target materials. Imagery acquisition will be planned to reduce saturation and bidirectional reflectance. It is recognized that optimal weather conditions and solar windows will be sought for baseline ambient conditions to provide uniformity of illumination and suppression of artifacts like sun glint and shadows for consistency and maximization of data quality. Cloud cover and cloud shadow shall obscure no more than 5% of the hyperspectral imagery without prior written or email authorization from the County.

The height of the buildings in the downtown area of Chicago and the shadows they cast will present a unique challenge to the collection of quality hyperspectral data in that region of the AOI. Some degree of shadow cover is unavoidable, especially during the spring leaf-off collection when solar angles are lower. However, Galileo is committed to delivering the highest quality product possible and will make every effort to collect airborne data in those areas during peak solar angles to minimize shadows in the imagery. If necessary, flight lines will be split, and those segments covering areas with tall buildings will be given priority for flight as close to solar noon as possible.

Terrain variation across the AOI is approximately 370 ft which falls well within pre-programmed terrain buffer tolerances of Galileo's flight planning software thereby removing the need for multiple acquisition altitudes.

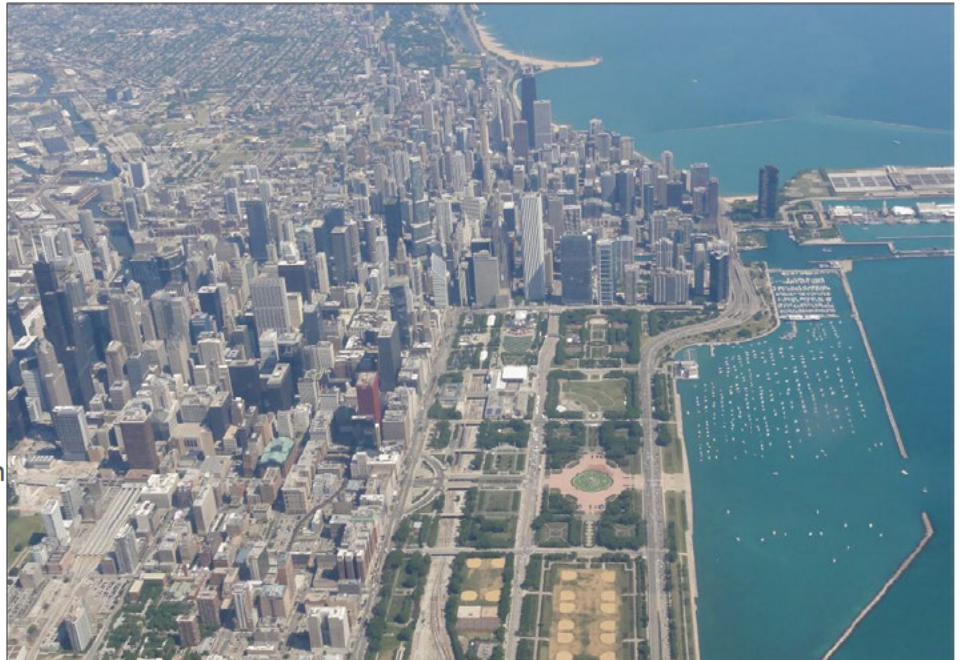
All flight lines are planned with the following acquisition parameters:

- Ground Sampling Distance: 1.0 m/3.28 ft
- Flight Altitude Above Mean Terrain: 1361 m/4465 ft
- Swath Width: 869 m/1,782 ft
- Flight Line Sidelap: 40%
- Flight Speed: 100 Knots
- Frame Rate: 57 frames per second (FPS)
- Flight Lines per Collection: 241
- Flight Line Orientation: East – West
- Total Imaging Distance: 5650 km/3511 miles
- Approximate Raw Data Size: 1.5 Terabytes
- Solar Window: 40° ≥ or +/- 2 hours from solar noon
- Aircraft Pitch, Roll, Yaw: Captured at 100Hz by AGPS/INS



Galileo has extensive experience operating in the heavily trafficked airspace over Cook County. In 2013 the same Merrick-Galileo team completed a virtually identical airborne hyperspectral imaging project covering the entirety of Cook County. This project was completed on schedule and on budget and produced excellent imagery as well as detailed wetland analysis that successfully delineated over 18,000 wetlands across Cook County with an accuracy of over 90% as measured by ground truthing.

The image on the right shows an actual example of Galileo flight operations over downtown Chicago, IL. Additional flight operations have been conducted in some of the world's busiest airspaces including New York City, Miami, San Francisco, Atlanta, and Los Angeles along with remote operations in some of the most challenging mountain, jungle, and desert environments that Earth can offer. Galileo always puts safety first and we have never been involved in any aviation accident even while routinely contending with extreme terrain, weather, and traffic. Our aircraft come fully equipped with real time traffic information services (TIS) and ADS-B in and out which allow the pilot and sensor operator unparalleled operational awareness and traffic avoidance capabilities.

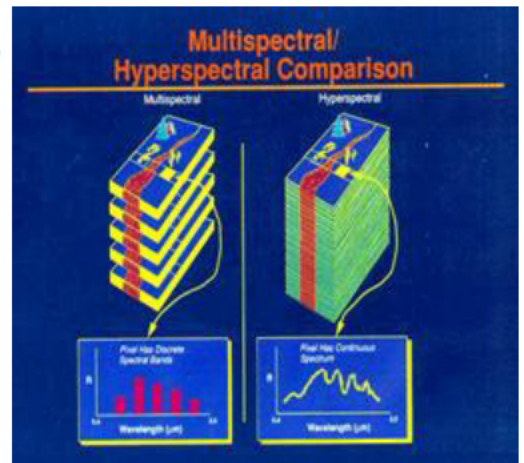


Aerial View from 2013 Hyperspectral Acquisition Flight

Galileo will also conduct a concurrent ground data collection campaign as close to the airborne acquisition as possible. An Analytical Spectral Devices (ASD) Field Spec Pro will be utilized to collect VNIR data of spectrally intransient features, such as asphalt, within the AOI. DGPS points and geo-tagged handheld digital imagery will also be collected at each spectrometer site for use in geo-location. At least one ground spectrometer site will be collected within the coverage of each collection day to ensure the end data is accurately corrected for each day's atmospheric conditions. This ground data will be used for atmospheric correction and for field validation of spectral quality and accuracy across the AOI.

Hyperspectral Imaging Sensor

The AISA Eagle II Hyperspectral sensor is an advanced instrument which collects detailed spectral information in order to identify various materials based on their unique spectral signature. This technology was originally developed for military and spaceborne applications but has since been commercialized. Powerful computer algorithms are used to analyze the data to map, display, and analyze a variety of features of interest. Hyperspectral imaging represents a generational scientific improvement of detail over multispectral imaging as shown in the figure to the right. It provides significantly greater number of bands, which are much narrower and more closely spaced together. Typical hyperspectral imagery contains hundreds of bands while multispectral offers less than a dozen. This enables measurement and differentiation of acute spectral details at high spatial resolution on targets which may appear virtually identical to the human eye or possess spectral similarity such as two species of deciduous trees.



Specim, Spectral Imaging Ltd (Specim) of Finland, the AISA Eagle II VNIR hyperspectral sensor offers an unparalleled combination of performance, portability, and economy. The Eagle's high signal to noise ratio, excellent spectral resolution, wide field of view, small form factor and proven field performance make it the ideal choice for airborne hyperspectral imaging.

Over the past two decades, Galileo and Specim have worked together to improve the design, delivery, and operational capabilities of the AISA series sensors. Through this process, Galileo has developed proprietary algorithms that have proven to facilitate data processing and analysis procedures. The result is a cost effective, end-to-end, airborne collection capability that acquires research-grade spectral imaging data for use in commercial remote sensing programs.

OPTICAL CHARACTERISTICS		TYPICAL SPECIFICATIONS		
Spectrograph	High efficiency transmissive imaging spectrograph. Throughput practically independent of polarization. Smile and keystone < 2 microns.			
Numerical aperture	F/2.4			
Spectral range	400-970 nm			
Spectral resolution	3.3 nm			
FODIS (optional)	Diffuse down welling irradiance collector and fiber optic cable (5 m standard) with SMA connector			
Calibration	Sensor provided with wavelength and radiometric calibration file.			
FORE OPTICS				
Fore optics options	OLE23	OLE18,5	OLE9	
FOV	29.9 degrees	37.7 degrees	Wide FOV lens More specifications upon request	
I FOV	0.029 degrees	0.037 degrees		
Swath width	0.53 x altitude	0.68 x altitude		
Ground resolution @ 1000 m altitude	0.52 m	0.68 m		
ELECTRICAL CHARACTERISTICS				
Detector	Progressive scan CCD detector			
Spectral binning options	1x	2x	4x	8x
Number of spectral bands	488	244	122	60
Spectral sampling/band	1.25 nm	2.3nm	4.6nm	9.2nm
Frame rate, up to (frames/s)	30	59	100	160
Spatial pixels	Up to 1024, of which 70 - 80 FODIS pixels (optional)			
Output	12 bits digital			
SNR	1250:1 (maximum theoretical) More detailed SNR data in various conditions available from SPECIM.			
Integration time	Adjustable, independent of image rate			
Shutter	Electromechanical shutter for dark background registration, user-controllable by software.			
Operating modes	Hyperspectral and multispectral The operator can create application specific band configurations, and quickly change from one mode or configuration to others in flight operation.			
Power consumption				
Complete system with rack PC	350 W			
Complete system with lightweight PC	220 W			
ENVIRONMENTAL CHARACTERISTICS				
Storage	- 20 ... +50 °C			
Operating	+ 5 ... +40 °C, non-condensing			

Please note that while Galileo routinely offers the option to extend the spectral range to cover the Short-Wave Infrared (SWIR 1000-2500 nm) portion of the spectrum, it is our belief that this option adds significant cost and complexity to the equation without providing proportional value to the client's stated objectives. The VNIR portion of the spectrum covers the spectral features which are essential for spectral delineation in the following applications:

1. Wetland delineation
2. Invasive Species Detection
3. Tree Species classification
4. Vegetation Index Creation
5. Water Quality Assessment
6. Soil Moisture and Type
7. Impervious Surface Mapping
8. Roof Type Identification

While the SWIR spectrum does cover some related spectral features, this portion of the spectrum is best suited for biochemical and geologic focused analysis geared towards high end agriscience or mining research. For example, vegetative chemical properties like sucrose and cellulose content, nitrogen levels, and protein properties are distinguishable using the SWIR spectrum, however these are not typically of interest to urban and environmental management applications.

Apart from the science related factors, SWIR also dramatically increases the power consumption and weight of the hyperspectral system which necessitates a larger more expensive aircraft to accommodate it. Data processing and analysis are also slowed down by this additional data. The addition of the SWIR spectrum more than doubles the files size of the already large VNIR-only data which results in unavoidably longer processing and analysis cycles. These factors substantially drive-up operational costs without providing additional value. Therefore, due to these technical and economic considerations, Galileo recommends a VNIR only approach for the hyperspectral system.

Advantages of Galileo's Airborne Hyperspectral Imagery:

- Superior spatial and spectral resolution compared to coarse satellite imagery
- Research grade atmospheric correction
- Highest geo-accuracy in the industry
- Spectral delineation and ID of a wide variety of targets
- Vegetation inventory and health assessment
- Urban structure mapping
- Water and quality assessment
- High resolution spectral data for change detection, historical trend analysis and long-term monitoring
- Direct output to custom automated reports and GIS databases
- Proven past performance for Cook County
- Timely, economical, and multi-use



**AISA EAGLE II Hyperspectral
Sensor Mounted within a Cessna
C-208 Caravan**

Proposed Data Pre-Processing Workflow

At the onset of every project, Galileo personnel initiate in-depth discussions with the client to fully understand the specific needs, potential hurdles to overcome, and a path to successful completion of the application. We then ensure the sensor configuration (including spectral and spatial resolution, solar angle, and signal dynamic range) is optimized for the specific application. After the sensor specification is determined, a detailed flight planning map will be sent to the customer for final coordination on data collection.

Airborne hyperspectral imaging consists of six critical steps: (1) flight planning, (2) data collection, (3) ground truthing, (4) image processing, (5) QA/QC, and (6) image analysis. The Galileo team has the necessary depth and resources to complete these steps for a wide variety of large-scale remote sensing projects.

Step 1 – Flight Planning

Flight planning is for high quality application orientated imaging. Galileo has developed its own flight planning software (TRAILBLAZE) specifically designed for the AISA hyperspectral sensor series. The TRAILBLAZE software loads the vector file of the AOI and automatically plots the flight lines (including altitude) based on the requirements of spectral and spatial resolution. It assures 100% coverage and improves planning efficiency to minimize unnecessary cost. Galileo has conducted extensive airborne operations in some of the most challenging civilian and military airspaces in the world. Our team will pre-coordinate all flight operations with the appropriate FAA and military aviation authorities to ensure airspace access and rapidly complete airborne collection operations in a timely manner. For this project, Galileo selected 1.0 m GSD as the optimal imaging resolution. Flight lines will be flown with 40% sidelap to ensure minimal distortion from edge effects.

Step 2 - Data collection

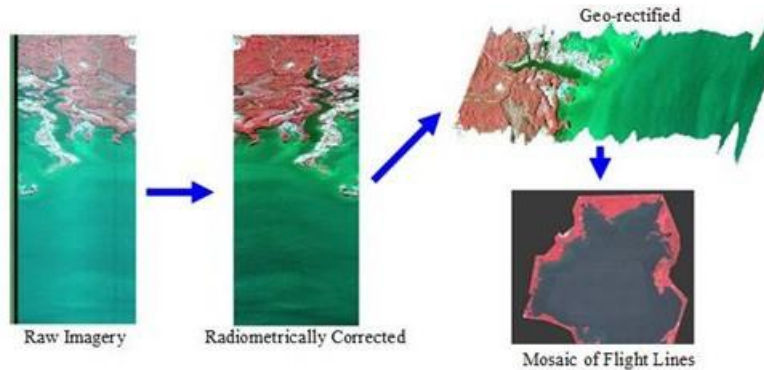
The sensor operator will make adjustments based on local weather conditions. For large scale projects, the total AOI is divided into several named zones to facilitate communication between pilot, sensor operator, project manager, and end client. For each flight mission, Galileo will also collect a few lines near the airport which will be used to calculate boresight parameters to ensure the highest geospatial accuracy. At the end of each day, a coverage shape file will be generated from the recorded AGPS/INU data and compared with planned flight lines to ensure accuracy. Galileo briefs internally on a twice daily basis and provides daily progress updates and quick look imagery to customers during data acquisition. Immediately after data collection, Galileo conducts complete quality assurance checks to insure full spatial coverage, no cloud or shadows in the imagery, minimal airplane vibration, proper exposure settings, signal level, and spectral quality.

Step 3 – Ground Truthing

Adequate ground-truth data provides an important element for the calibration and spectral analysis of hyperspectral imagery. From riding in air boats through the swamps of South Carolina to hiking through the deserts of Africa, the Galileo team has a strong history of successfully working hand-in-hand with customers to coordinate ground truthing with aerial data collection. Additionally, the Galileo Group can deploy and use calibrated reflectance tarps when required, and document ground conditions in the field with geo-tagged ground-photography and GPS coordinates for use in image processing and analysis. We are also able to conduct ground truthing for image analysis and have completed ground truthing in different environments using our own full package of fieldwork instruments, including ASD FieldSpec, Beacon, Nikon digital camera, SATCOM for emergency communication, Trimble DGPS units, and all necessary software.

Step 4 –Image Processing

The imaging processing step, as shown below, illustrates the processing steps from raw data to radiance data, then geometric calibration to generate geo-referenced images, and cross track illumination correction for an image mosaic of multiple flight lines.



Radiometric Calibration: The first processing step is to calibrate AISA raw data to at-sensor radiances. Our team has developed proprietary algorithms based on manufacturer software to batch process the radiometric calibration using a dark noise subtraction and cross track correction algorithm. At the end of each flight line, the sensor automatically closes the shutter and collects five seconds of dark noise data which is then used for dark noise subtraction in the radiometric correction algorithm. Any bad pixel on the CCD is identified and corrected during this processing step. After dark noise subtraction, a proprietary cross track illumination correction algorithm is run on the radiometrically corrected data to eliminate cross-track illumination variation that is typical of line scanning sensors. The processed data is then thoroughly checked pixel by pixel to ensure the highest spectral accuracy and quality.

Atmospheric Correction: The radiometrically corrected data is then atmospherically corrected to reflectance data. This processing step is crucial when comparing multi-temporal datasets because atmospherically corrected reflectance data provides an absolute standard which allows for direct comparison of different datasets, whereas radiance data does provides only relative at sensor radiance that varies greatly from dataset to dataset. Galileo has the expertise to atmospherically correct radiance data with model-based software such as FLASH, ATCOR, and ACORN; with calibration tarps, spectrometer data, FODIS data; or other field data. For this project, Galileo is proposing to complete atmospheric correction using a combination of ground-based spectrometer data and the empirical model-based software ATCOR.

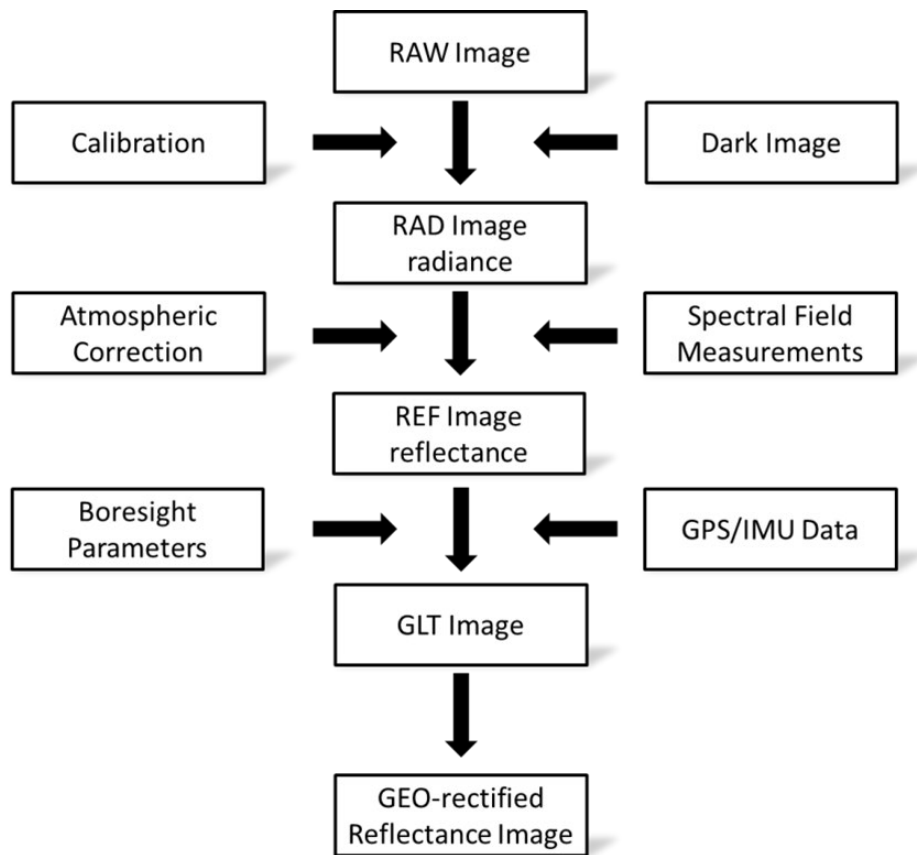
The ground spectrometer data provides a known surface reflectance signature without distortion from the air column between the lens of the airborne system and the ground. This known ground reflectance signature is then geo-located in the airborne hyperspectral imagery using ground DGPS and geo-tagged digital imagery data collected concurrently with the ground spectrometer data. Then, the radiometrically corrected data is converted to reflectance using the ground spectrometer data as the input for an empirical line correction and ATCOR atmospheric modeling software. The atmospheric distortion caused by imaging through the air column from the lens to the surface is removed and absolute reflectance of surface materials on a 0 to 1 scale (with 1 being 100% reflectance) is achieved. Direct comparison between the known ground reflectance spectrometer data and the same pixel in the airborne reflectance data is then conducted to spectrally validate all flight lines.

Geometric Calibration: Galileo uses a standardized two-step method to ensure high geospatial accuracy for geo-correction. First, an Oxford Solutions AGPS/INU unit is included in the AISA hyperspectral imaging system to record aircraft position and attitude information at 100Hz. A previous lever arm measurement is conducted every time the sensor system is installed and configured in the aircraft. The AGPS/INU recordings are then used to geo-reference each pixel and project the image to the customer specified projection and datum. To achieve the highest accuracy, boresight calibration flight lines will be used to estimate the sensor mounting geometric parameters. Galileo also utilizes the TERRASTAR real-time correction service for the AGPS/INU to ensure the highest geo-accuracy. This service corrects the navigation data stream in real time and removes the need for post- processing of the AGPS/INU

data.

Digital elevation models (DEM) will be used for ortho-rectification to ensure elevation variation across the AOI is accurately corrected in the final orthorectified imagery. For this project, Galileo will utilize a LIDAR Bare Earth model from the most recently available LIDAR dataset of Cook County. For areas where the LIDAR data is unavailable, Galileo will use freely available USGS 3DEP data for this process. As QA/QC and to ensure the highest spatial accuracy achievable, the orthorectified hyperspectral imagery will be compared to the newest ortho-photographic and ground control survey data from Merrick.

Final Imagery Product: After the completion of the above steps and prior to delivery of the final imagery product, the final data will be checked to ensure 100% spatial coverage with excellent geo-accuracy and research grade spectral quality before delivery to the client. Deliverables for this project include radiance and reflectance orthometrically corrected hyperspectral flight lines. A tiled full band mosaic image of the entire AOI will also be included in either ENVI standard (*.dat) or Tiff/GeoTIFF formats. Galileo will utilize the client's existing tiling scheme. Natural color (RGB) and color-infrared (CIR) mosaic images will also be delivered in GeoTIFF or ENVI standard format. Full metadata and a comprehensive report will be provided as final deliverables.



Step 5- Final QA/QC

The accuracy of the data acquired by the AISA sensors depends on various factors, including the accuracy of the individual sensors, such as the receiver accuracy of the AGPS/INU system, calibration quality of the hyperspectral sensor, and inter-sensor calibration. Any of these error sources translates to an error in the determined ground point coordinates. Galileo guarantees that systematic errors are removed by repeated, careful system calibration (both individual and inter-sensor calibration). All of Galileo's sensors are radiometrically calibrated every year, and the AGPS/INU is calibrated every two years. All data will be radiometrically, atmospherically, and orthometrically corrected and will pass a final comprehensive quality test.

DELIVERABLES

Merrick understands that the following deliverables will be provided to the County for this project, and are that the County will maintain sole ownership of such:

Ground Control Products

- PDF of final signed control report including narrative, field notes, etc.
- ASCII Coordinate listing of the PID control and checkpoints

- Point feature class of the checkpoints
- FGDC compliant project level metadata in HTML, XML, and TXT formats

Aerial Imagery Products

- Flight line/control diagram in PDF format
- PDF of Sensor Calibration Certificate
- PDF of Airborne GNSS/IMU Report with statistical summary report
- Line feature class of the flight lines
- FGDC compliant project level metadata in HTML, XML and TXT formats

Aerotriangulation (AT) Products

- PDF of Aerotriangulation Statistical Report
- FGDC compliant project level metadata in HTML, XML, and TXT formats

Digital Ortho Imagery Products

- One set of half-foot (0.5'/six-inch 6") pixel resolution uncompressed 4-band stack (R,G,B,N), 32-bit digital orthophotography in GeoTIFF format (.tif)
- One set of half-foot (0.5'/six-inch 6") pixel resolution black and white (panchromatic) digital orthophotography in GeoTIFF format (.tif)
- Polygon feature class of the ortho tile scheme
- FGDC compliant project level metadata in HTML, XML, and TXT formats

Oblique Imagery Products

- Raw Oblique imagery in .tif format
- One set of photo center exposures in a geodatabase point feature class with exterior orientations for each image
- One set of flight lines in a geodatabase line feature class
- Camera calibration report
- FGDC compliant project level metadata in HTML, XML, and TXT formats

Hyperspectral Products

- Raw hyperspectral imagery in .raw format
- Raw AGPS/INS data in ASCII format
- Orthorectified full spectral band reflectance imagery for each flight line in ENVI .dat or GeoTIFF format
- Tiled mosaic of orthorectified full spectral band reflectance imagery in ENVI .dat or GeoTIFF format
- RGB and CIR tiled mosaic derived from full spectral band reflectance imagery in ENVI .dat or GeoTIFF format
- Ground spectrometer data in ASCII format
- DGPS data in shapefile or ESRI geodatabase format
- Geo-tagged digital imagery in .jpeg format with accompanying vector points in shapefile or ESRI geodatabase format
- Full FGDC compliant metadata for all data in .xml format
- Detailed weekly status reports to the client
- Sensor calibration report
- Final comprehensive project report

Geodatabase Design

- Geodatabase design documentation

County Support, Assistance, and Responsibility

- Assistance with TRACON coordination (if necessary)

- Dedicating the appropriate project management resources to this project.
- Access to existing Cook County materials and/or data
- Assistance with Esri shapefiles of the project boundary(s) and various tile layouts with attributes
- Timely and thorough review, feedback, and acceptance of deliverable products

SCHEDULE

To ensure leaf-off imagery acquisition, Merrick strongly recommends receiving Notice To Proceed (NTP) from the County no later than March 1, 2025. This NTP date will allow for the imagery acquisition to commence under leaf-off conditions assuming the weather and site conditions are permitting for such activities.

The following table outlines the proposed schedule for the Cook County 2025 Multi-Aerial Imagery project.

Task Name	Start	Finish
Ortho and Oblique Imagery	3/3/2025	10/3/2025
Simultaneous Nadir (Ortho) and Oblique Imagery Acquisition*	3/3/2025	4/18/2025
Simultaneous Nadir (Ortho) and Oblique Imagery Post-processing	3/17/2025	5/16/2025
PID Control and Checkpoints	5/19/2025	5/30/2025
PhotoMesh Setup, PID Control Measurements, Aerial Triangulation	6/2/2025	6/13/2025
PhotoMesh Rectification, Mosaic, QC, and Edits	6/16/2025	8/15/2025
Deliverable Preparation Including GDB and Metadata	7/7/2025	8/29/2025
Pilot Project Delivery of Ortho and Oblique Imagery		7/25/2025
Project-wide Delivery of Ortho and Oblique Imagery		8/29/2025
Cook County Review of Ortho and Oblique Imagery	9/1/2025	10/3/2025
Airborne Hyperspectral Imagery	3/24/2025	11/14/2025
Spring (Leaf-off) Airborne Hyperspectral Imagery Acquisition*	3/24/2025	5/2/2025
Post-process the Spring Airborne Hyperspectral Imagery	5/5/2025	6/13/2025
Preparation of Spring Hyperspectral Imagery Deliverables Including Metadata and Report	6/16/2025	6/27/2025
Project-wide Delivery of Spring Hyperspectral Imagery Deliverables		6/27/2025
Cook County Review of Spring Hyperspectral Imagery Deliverables	6/30/2025	7/25/2025
Summer (Leaf-on) Airborne Hyperspectral Imagery Acquisition*	7/7/2025	8/22/2025
Post-process the Summer Airborne Hyperspectral Imagery	8/25/2025	10/3/2025
Preparation of Summer Hyperspectral Imagery Deliverables Including Metadata and Report	10/6/2025	10/17/2025
Project-wide Delivery of Summer Hyperspectral Imagery Deliverables		10/17/2025
Cook County Review of Summer Hyperspectral Imagery Deliverables	10/20/2025	11/14/2025

Please note that the timelines presented for "Acquisition" is an anticipated window, and includes planning, coordination, etc. Upon receiving contract award, Merrick and the County will schedule the kick-off meeting to occur as soon as both parties' schedules allow. Merrick will work closely with the County in negotiating and arriving at a mutually desirable detailed production schedule once the solicitation is awarded.

BUILDING FOOTPRINTS

Merrick will perform countywide semi-automated building footprint extraction using the 2022 classified lidar and the 2022 4-band orthoimagery as input sources. Building heights will be attributed representing the single highest elevation derived from said sources. Once the semi-automated building footprint extraction has been completed and confirmed, Merrick will commence with building footprint edits and cleanup. These edits will represent "high density" (e.g., dense row housing, warehouse [or similar] structures that include multiple and complex parcels), "medium density" (e.g., transition from old established residential communities [i.e., less dense row housing] and commercial - highly urban to suburbs), and "low density" (e.g., newer residential / suburbia / lighter urbanization) editing.

Merrick will work closely with the County to achieve acceptable results in the more subjective and challenging "high density" areas. An example of additional County-sourced materials to assist with this effort would be the County's existing parcel layer.

Deliverables: Esri file geodatabase (GDB) with associated feature classes and metadata

Schedule:

Task Name	Start	Finish
Countywide Semi-Automated Building Footprint Extraction w/ Building Heights	Feb-2025	Apr-2025
Countywide Building Footprint Edits and Cleanup	Apr-2025	Oct-2025

HYPERSPECTRAL IMAGERY ANALYSIS

Analysis Task 1: Land Use Land Cover Inventory

Summary: This analysis task builds on the successful 2024 classification of Schaumburg township and will classify every pixel into specific Land Use Land Cover (LULC) classifications for all features within six new townships: Barrington, Bloom, Lake, Palos, Stickney, and Thornton.

This is the foundational base layer for Galileo planned pyramid style analysis where an inventory of all features is built using spectral and spatial patterns and traditional Land Use Land Cover (LULC) methods. Additional analysis tasks will build upon the results and further refine areas of high interest. This task lays the groundwork for multiyear work by building a comprehensive countywide urban inventory which allows for detailed change detection and facilitates connections with a variety of stakeholders.

Spring 2024 hyperspectral will be used to delineate non-vegetative targets while summer 2024 hyperspectral will be used to delineate vegetated targets. 2022 LiDAR from Merrick be used to create a height model for analysis and to delineate targets. See Figure 4 for an example of LULC results for Schaumburg Township.

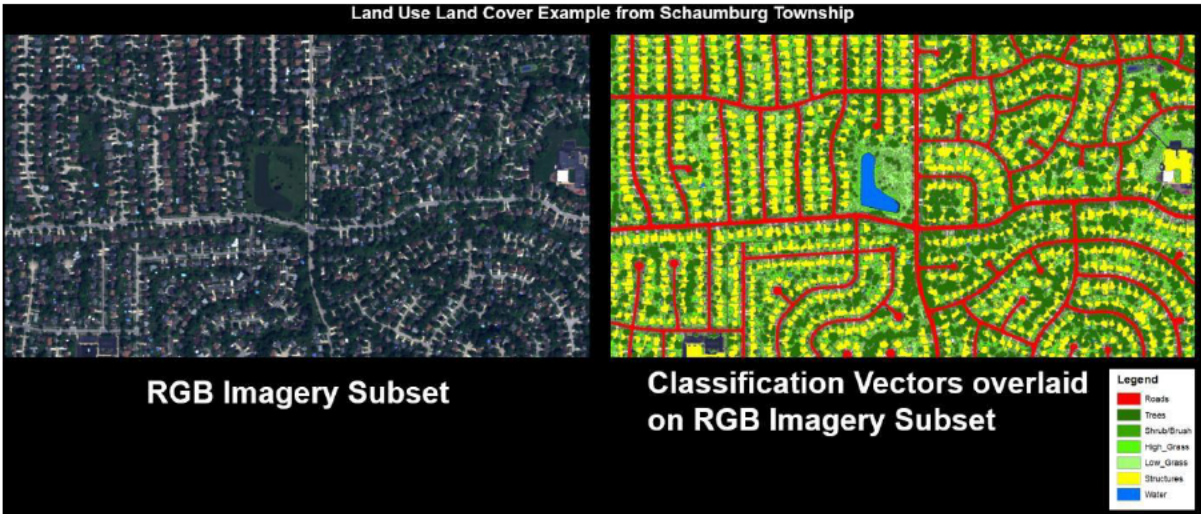


Figure 4: Land Use Land Cover Example

Datasets: 2024 Summer (vegetation) and 2024 Spring (non-vegetation) Hyperspectral & 2022 LiDAR

AOI: Barrington (23,099 acres), Bloom (29,851 acres), Lake (38,780 acres), Palos (22,555 acres), Stickney (8,125 acres), and Thornton (30,411 Acres) Townships totaling 152,821 acres. AOI Maps are included as Appendix A.

- Classification scheme for Task 1:**
- A. Vegetated/Non-Vegetated (Base class for all pixels)
 - B. Water
 - C. Wetlands (Class of special concern)
 - a. Deciduous Tree
 - b. Evergreen Tree
 - c. Shrub/Brush
 - d. Tall Grass

- e. Short Grass
- f. Submersed Aquatic Vegetation (SAV)
- g. Bare Soil/Sand
- D. Urban/Structures
- E. Roads
- F. Trails
- G. Railroads
- H. Woodland/Forest
- I. Shrub/Brush
- J. Grass/Meadow
- K. Agriculture/Crop Land and Pasture
- L. Bare Soil
- M. Mines/Quarry
- N. Other: (Catchall classes for miscellaneous features)

Deliverables: Maps and LULC Classification Vectors

Schedule:

Deliverables	Target Delivery Schedule	Not to Exceed Delivery Schedule
Kickoff Meeting and Work Plan	Jan-2025	Feb-2025
Analysis Vectors	May-2025	Sep-2025
Task Report Metadata and Ancillary Deliverables	June-2025	Oct-2025

Analysis Task 2: Public Road Materials Delineation and Roughness Index

Summary: Road materials, quality, and variability are of high interest to a variety of stakeholders across Cook County. This task builds upon successes of 2024 in Schaumburg Township and extends this analysis to the six townships listed above. It is designed to detect road material types from the airborne hyperspectral imagery and delineate variability in the roadway caused by potholes, patching, or other flaws using Galileo’s proprietary SWARM technology.

Methodology will focus on spectral road material identification (Asphalt, cement, gravel, dirt, etc.) and the creation of a roughness index on public roads as derived from SWARM field data. The SWARM™ app collects movement, accelerometer and gyroscopic data using a standard non-modified phone all while simply driving along a road or network of roads. The recorded microsensor data enables the SWARM™ system to assess and categorize the road conditions in an automated manner w/o active user interaction. The collected data gives insights to road conditions based on their physical conditions that are reflected through inhomogeneities like potholes, patches, grooves, cracks, etc. During post-processing, the recorded signals are translated into vectorized map information that can be ingested into existing GIS systems or comprehensive maps.

Datasets: 2024 Spring Hyperspectral and SWARM field data

AOI: All public roads in Barrington, Bloom, Lake, Palos, Stickney, and Thornton Townships

Deliverables: Maps and vectors of road material type and SWARM derived roughness index

Schedule:

Deliverables	Target Delivery Schedule	Not to Exceed Delivery Schedule
Kickoff Meeting and Work Plan	Jan-2025	Feb-2025
Analysis Vectors	May-2025	Sep-2025
Task Report and Ancillary Deliverables	June-2025	Oct-2025

Analysis Task 3: Multi-Temporal Analysis of Townships

Summary: Study/visualize temporal change/differences in vegetation and water (presence absence) in each township as seen in the 2012 and 2024 airborne hyperspectral datasets. Differences in relative vegetative health and density between 2012 and 2024 hyperspectral datasets will be characterized and presented as raster heatmaps showing relative change. For reference, Figure 5 below shows a raster heat map of relative vegetative change from a previous Galileo Group project.

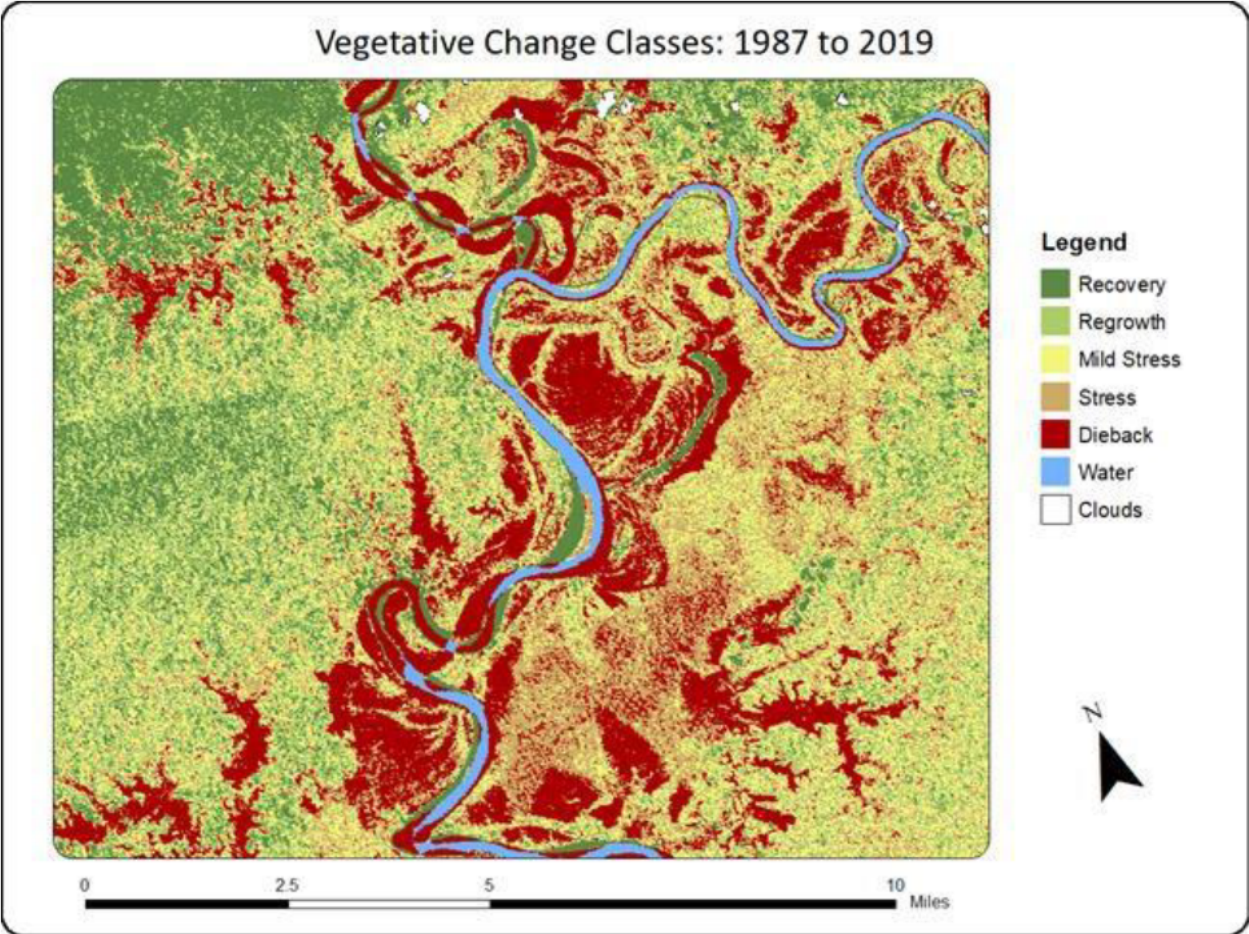


Figure 5: Sample Raster Heat Map of Vegetative Change

Additionally, raster heat maps of water presence/absence and impervious/built surfaces will be created to illustrate the change in water and the built environment in Palos Township.

Datasets: Hyperspectral data from 2012 and 2024.

AOI: Barrington, Bloom, Lake, Palos, Stickney, and Thornton Townships

Deliverables: Raster heatmaps of changes in vegetation, water, and impervious/built surfaces

Schedule:

Deliverables	Target Delivery Schedule	Not to Exceed Delivery Schedule
Kickoff Meeting and Work Plan	Jan-2025	Feb-2025
Analysis Vectors	May-2025	Sep-2025
Task Report and Ancillary Deliverables	June-2025	Oct-2025

PROJECT CONTROLS

In Merrick's company structure, project managers are responsible for cost control, scheduling, and project concept. For this contract, Merrick's project manager is Doug Jacoby. Mr. Jacoby is responsible for the project concept and quality assurance program, project scheduling, and cost control processes listed below.

Project Concept and Quality Assurance Program

There are a few key philosophies that Merrick applies to all projects:

1. Appoint a strong, knowledgeable, and experienced project manager
2. Assign key technical personnel with the proper experience and qualifications required for the project
3. Develop a project plan and review it with the County before starting any work
4. Communicate on a regular basis regarding status of the project compared to plan
5. Maintain team continuity throughout the duration of the project
6. Always provide sample deliverables and discuss with the County
7. Review deliverables prior to final submittal

Merrick has a quality management system (QMS) that establishes quality control steps and aims to continually improve and document the effectiveness and efficiency of processes. The QMS is managed by our full-time corporate quality assurance manager, Greg Morris, who is a Lead Certified Assessor for ISO 9000 and a member of the American Society for Quality.

At the project level, the QMS requires creation of a project management plan (PMP) document. The PMP is designed to document the scope, roles, procedures, responsibilities, and documentation for every member of the project team. Merrick will provide the County a PMP for the projects assigned to ensure that each project will be delivered completely, accurately, on time, and on budget.

For each project, a series of reviews are conducted to ensure work orders, field work, and ultimately the deliverables meet or exceed quality standards. As work and field orders and deliverables are ready for review, the packages go through a QA/QC review cycle (as shown in image): comment, incorporation of comments, and corrections. These reviews ensure that Merrick's deliverable is technically correct and contains all necessary data.

For mapping projects, as a final QA/QC step, there is a final review by an independent technical expert who was not involved in the data processes. Merrick has a large team of experts, so there is always a LiDAR, imagery or survey expert available for independent review.

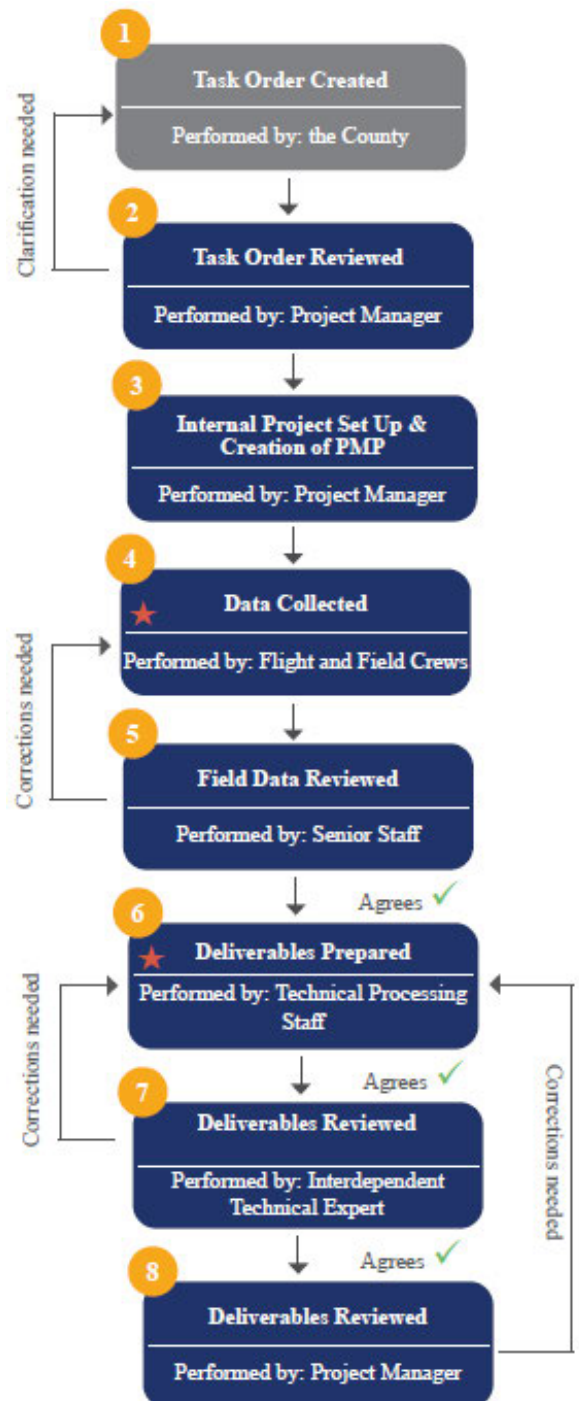
★ Corrections Made

Each Tuesday, Merrick project managers review all hours, their associated costs, and any charges to projects. This weekly review prevents project costs from getting high without the project manager realizing.

Project Scheduling

Every Monday, Merrick's project managers, senior geospatial staff members and all field crew personnel meet to discuss resources and staffing across the department. This meeting provides an overall picture of ongoing projects status and resource capacity. During this discussion, potential schedule delays or requests for additional information on projects are also examined.

In between the weekly meetings, the project manager will meet and discuss with the team leads any issues or problems that need to be resolved. For larger projects, a matrix identifying status schedules and responsible parties is created and used. We have found this



process to be an effective tool for keeping meetings efficient and ensuring all important issues are addressed.

At least once a month, project managers evaluate the financial status of each task order to ensure Merrick is on budget and within schedule. If not, the project manager and the team leads establish a plan to get back on budget and/or schedule. Any schedule deviations and their solutions are shared with the client as soon as possible, to ensure that other project aspects are not negatively impacted.

Cost Control

Merrick is committed to meeting the County's budget requirements. Our project manager, Doug Jacoby is responsible for controlling the budget. All Merrick employees use Deltek Costpoint for daily timecards, and all captured time is coded with a project number. Accounting inputs all company hours and any other expenses to the Project Portal each Tuesday. The Project Portal is an in-house Merrick software that displays the full project value, all charges, and remaining budget. Each Tuesday, Merrick project managers review all hours, their associated costs and any charges to projects. This weekly review prevents project costs from getting high without the project manager realizing.

If Merrick's actual costs exceed the budget for reasons internal to Merrick, the project manager will correct the situation without affecting our service to the County (schedule, quality, communication, coordination, etc.). For items that are out-of-scope, Merrick will identify the item as soon as possible and bring it to the attention of the County project manager.

Communication

Communication with the County will be through the project manager. Merrick's project manager is Mr. Doug Jacoby, CMS, GISP. Mr. Jacoby will be the Point of Contact (POC) for all contractual issues and negotiations as well as all day-to-day project management duties. It is assumed that the County will designate the appropriate contract and/or technical project manager(s) to this project. Efficient and accurate communications between the County and Merrick are critical to the success of this project. Merrick's communication protocol will be the procedure to document the results of discussions and the decisions made. E-mail regarding significant project issues will be forwarded to all affected parties by Merrick's project manager.

Status Reporting

A project status report will be used to formally communicate the overall project status and issues. The report will be provided by Merrick's project manager monthly, and will reflect project status as of the end of the period. The status report will be e-mailed to County and posted to a pre-established SharePoint site for future retrieval. At a minimum, reports will contain:

- Percent complete of major tasks
- Activities completed within the reporting period
- Activities planned for the next reporting period
- Summary of any technical issues
- Summary of administrative issues
- Meetings held, planned, or needed
- Cook County, Merrick, and subcontractor action items

Please note that daily status reports will be made available during the imagery acquisition phase.

Kick-Off Meeting(s)

Merrick believes client interaction early in the process is critical and necessary for a successful project implementation. Therefore, a meeting with Cook County will take place immediately after the contract is awarded. Merrick and the County will review all aspects of work to be performed in order to finalize project scope. The purpose of this meeting is to guarantee that all members of the County's project team and Merrick are in agreement regarding all project-specific tasks.

Pilot Project Evaluation Meeting

If necessary, a meeting will take place to critique products and assess procedures for all pilot project deliverables. The location of this meeting will be determined at the kick-off meeting.

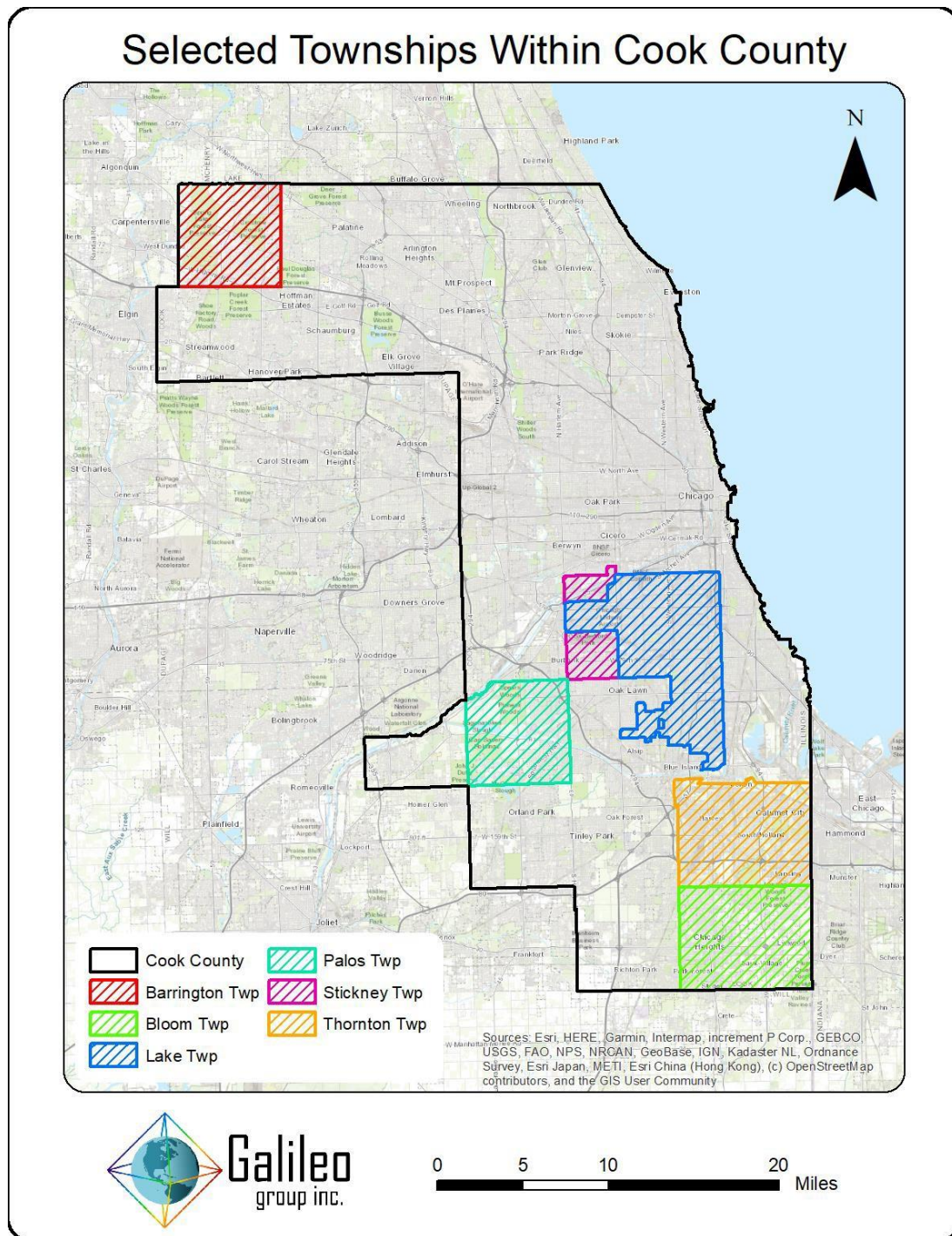
Change Control

The County and Merrick recognize the dynamic nature of the project to be contracted. We believe it is the responsibility of both parties to fairly negotiate changes in scope that significantly impact costs, whether it is an increase or decrease. Merrick formally documents all changes in scope (regardless of whether there is a cost impact or not), to ensure that our clients receive products that meet their

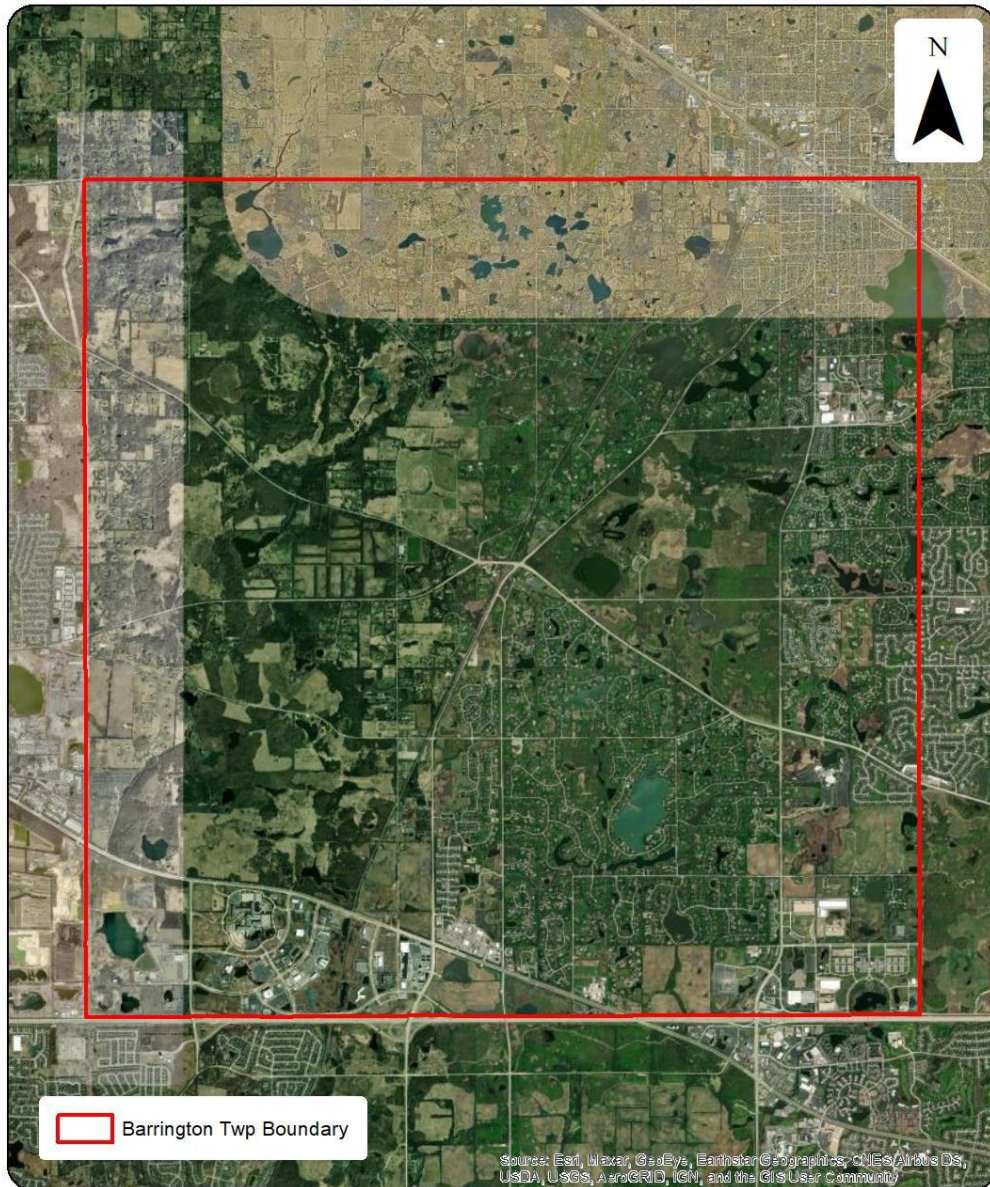
satisfaction. Our change control process will include:

- Identification of the change (requested by the County or proposed by Merrick)
- Formal documentation of the change by Merrick's project manager (Change Form)
- Fee negotiation (if necessary)
- Revise and document change procedures
- Change implementation

Appendix A: AOI / Township Maps



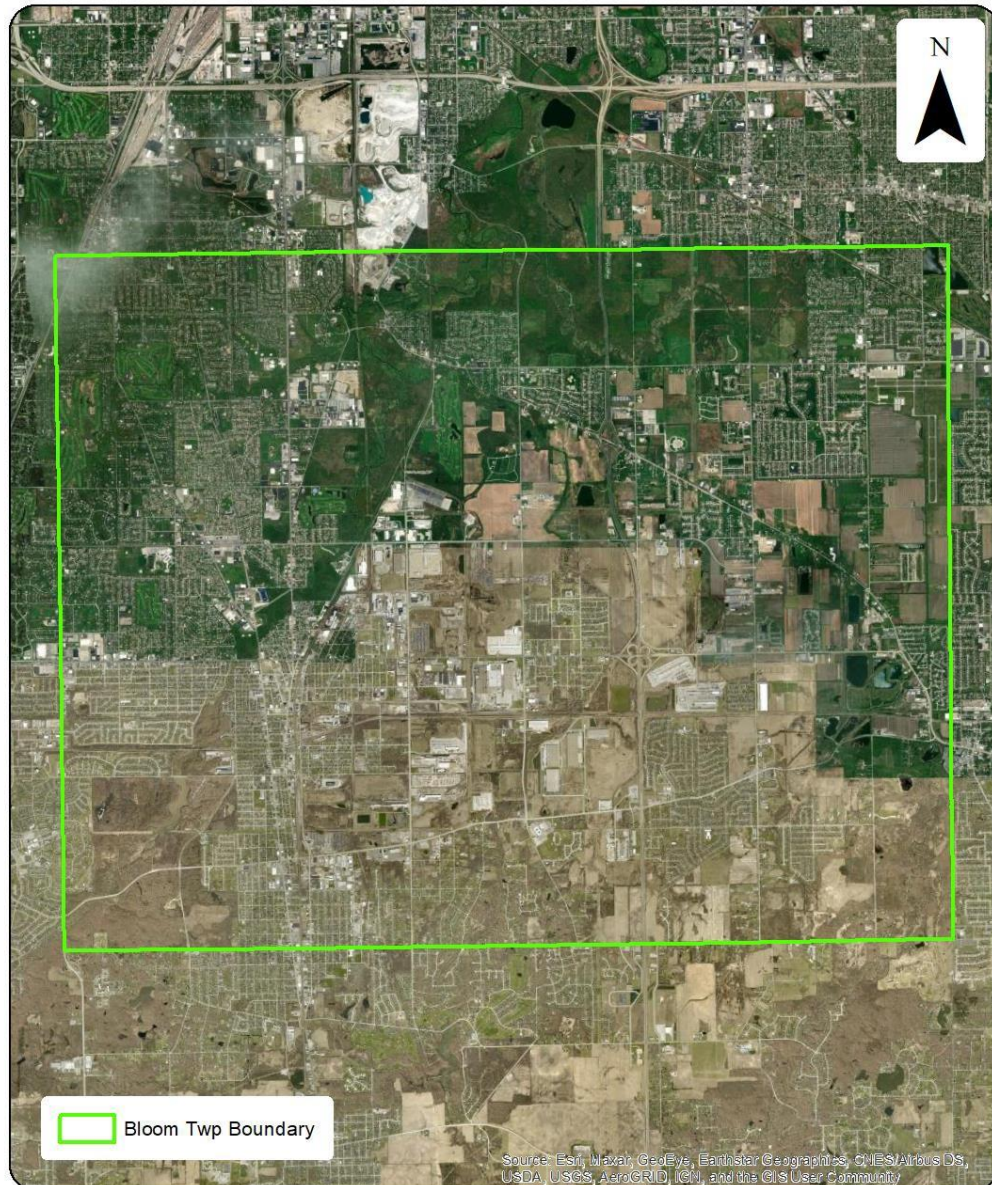
Barrington Township



Galileo
group inc.

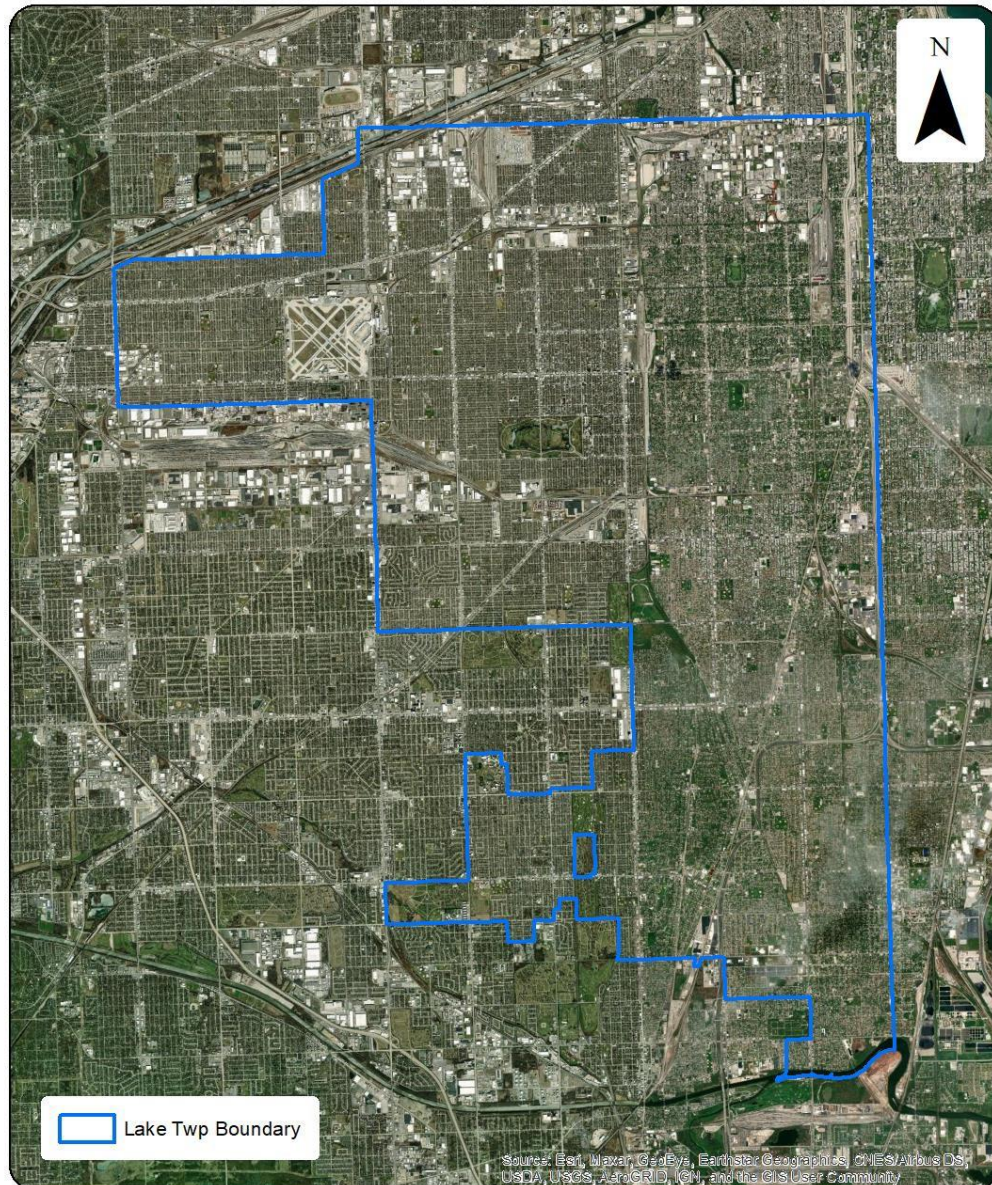
0 0.5 1 2 Miles

Bloom Township



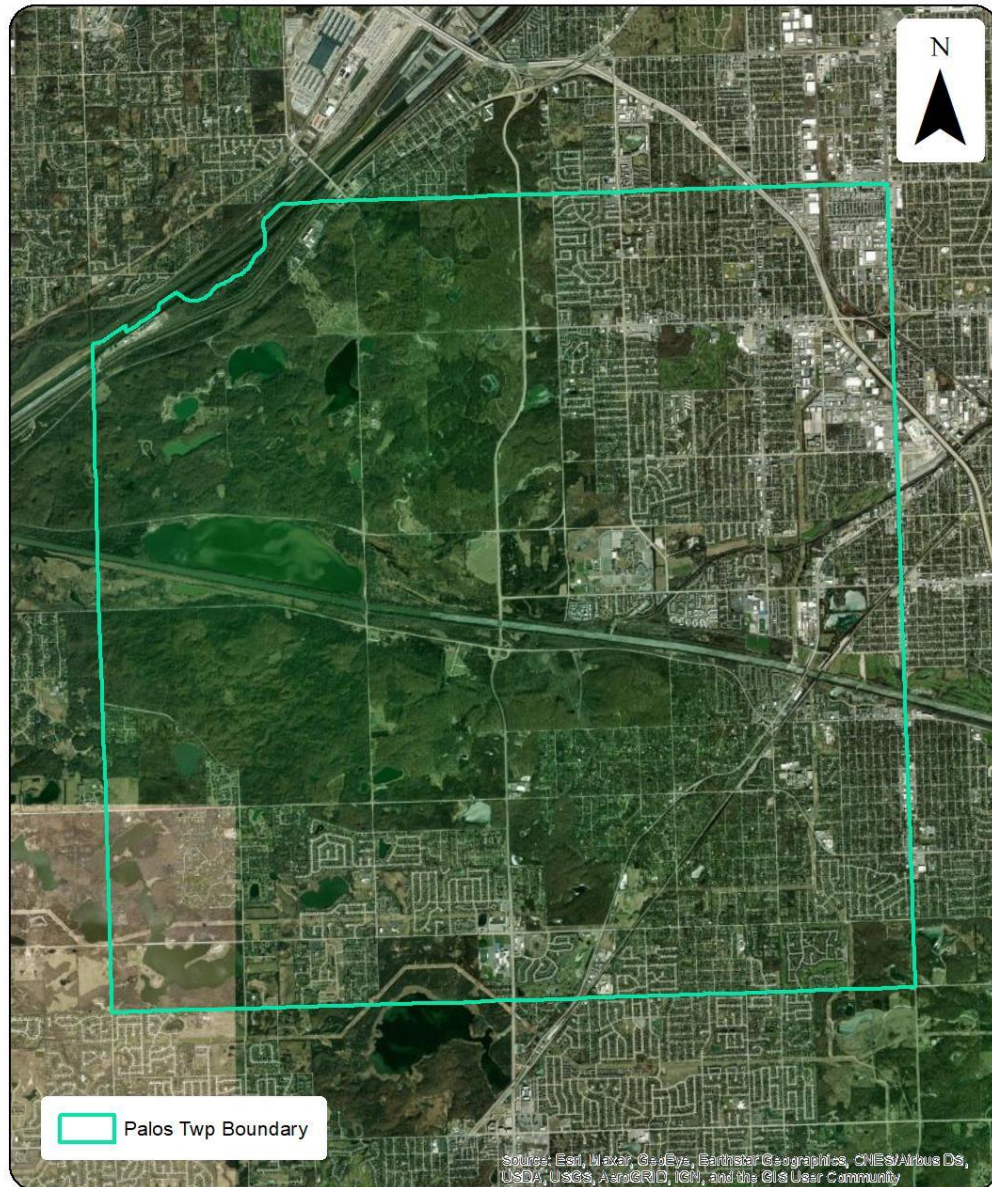
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Lake Township

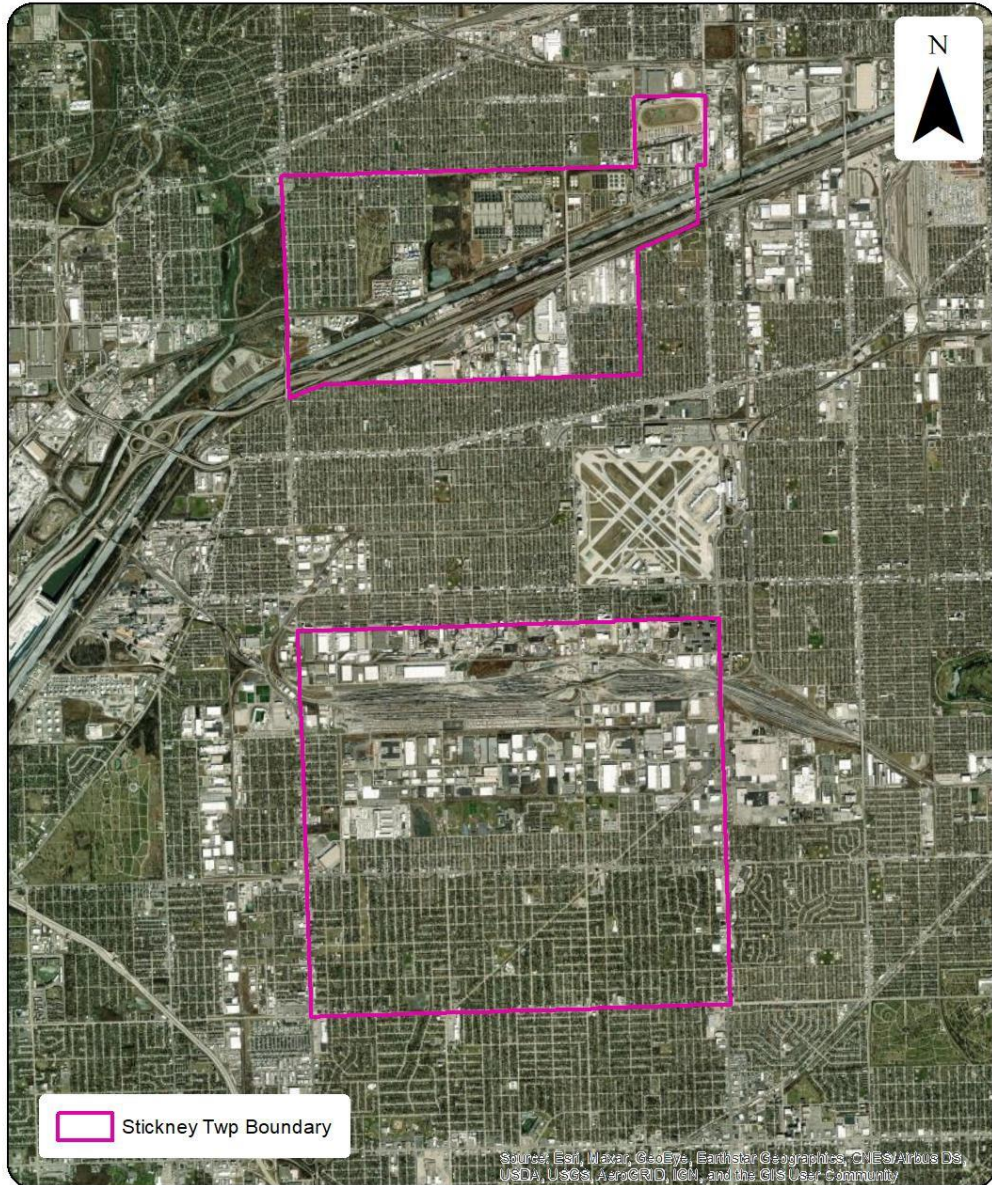


0 1 2 4 Miles

Palos Township

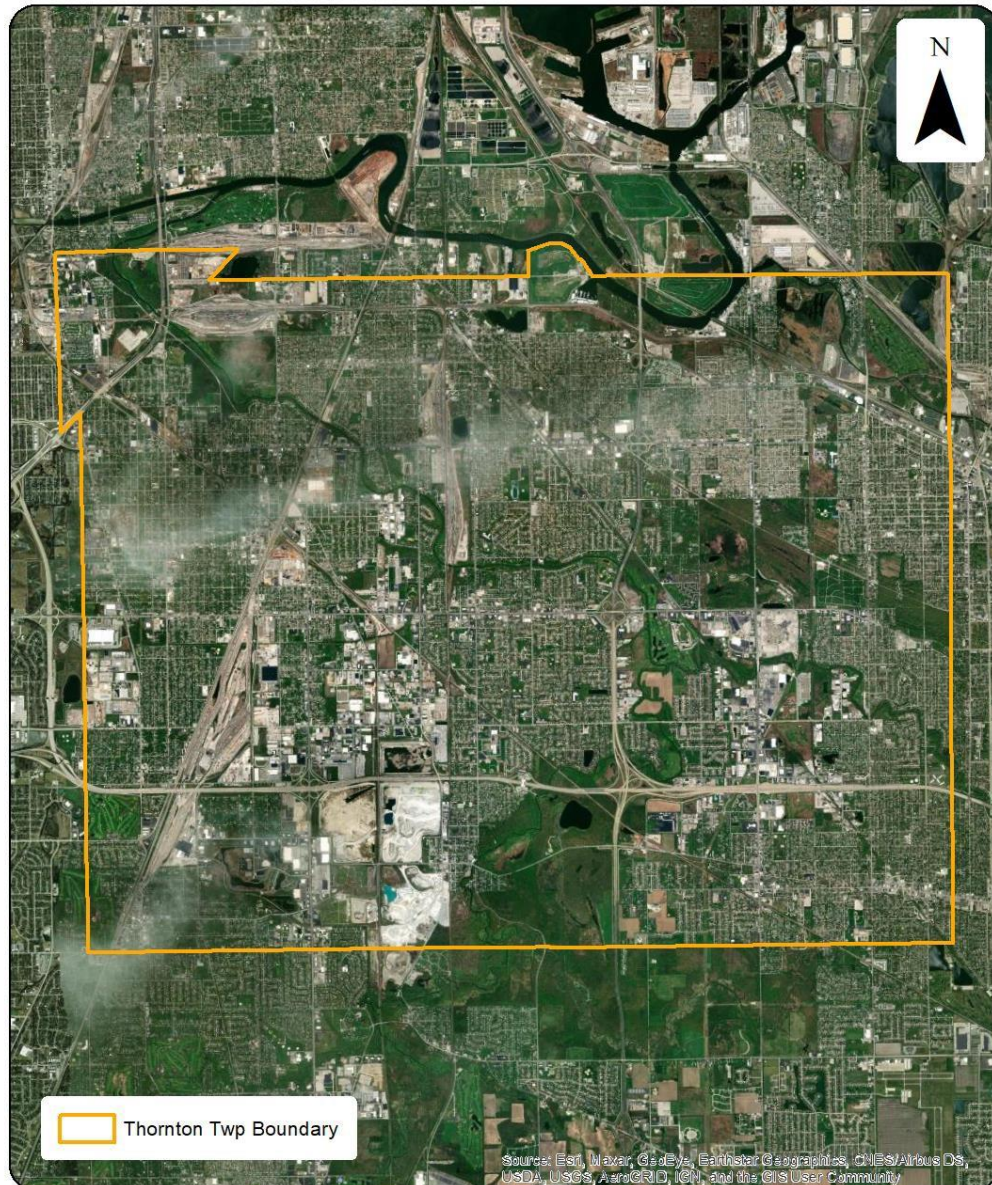


Stickney Township



0 0.5 1 2 Miles

Thornton Township



0 0.5 1 2 Miles

2025 COMPENSATION

Description of Services for Orthoimagery and Obliques Acquisition	Optional Annual Cost Year Two (2)
Project Management for Orthoimagery and Obliques	\$ 21,519.05
QA/QC for Orthoimagery and Obliques	\$ 17,640.08
Control for Orthoimagery and Obliques	\$ 11,639.07
Metadata for Orthoimagery and Obliques	\$ 7,696.91
Pilot for Orthoimagery and Obliques	\$ 20,160.09
Orthoimagery and Obliques Capture	\$ 239,200.94
TOTAL:	\$ 317,856.14
Description of Services for Hyperspectral Acquisition	Optional Annual Cost Year Two (2)
Project Management for Hyperspectral Imagery	\$ 22,754.66
QA/QC for Hyperspectral Imagery	\$ 11,085.19
Metadata for Hyperspectral Imagery	\$ 5,825.74
Pilot for Hyperspectral Imagery	\$ 82,054.19
Hyperspectral Imagery Capture	\$ 738,487.68
TOTAL:	\$ 860,207.46
Description of Services for Hyperspectral Imagery Analysis (Barrington, Bloom, Lake, Palos, Stickney, and Thornton Townships)	Optional Annual Cost Year Two (2)
Analysis Task 1: Land Use Land Cover Inventory	\$ 371,149.87
Analysis Task 2: Public Road Materials Delineation and Roughness Index	\$ 365,873.58
Analysis Task 3: Multi-Temporal Analysis of Townships	\$ 352,242.01
TOTAL:	\$ 1,089,265.45
Description of Services for Building Footprints and Heights	Optional Annual Cost Year Two (2)
Countywide semi-automated building footprint extraction w/ building heights using the 2022 classified lidar and the 2022 4-band orthoimagery as input sources	\$ 40,429.23
"High density" building footprint edits and cleanup (e.g., dense row housing, warehouse [or similar] structures that include multiple and complex parcels)	\$ 159,610.64
"Medium density" building footprint edits and cleanup (e.g., transition from old established residential communities [i.e., less dense row housing] and commercial - highly urban to suburbs)	\$ 40,227.07
"Low density" building footprint edits and cleanup (e.g., newer residential / suburbia / lighter urbanization)	\$ 27,250.60
TOTAL:	\$ 267,517.54
GRAND TOTAL:	\$ 2,534,846.58

ATTACHMENT B



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

Applicable Forms may be found at:

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I. GENERAL PROVISIONS

A. Overview

Applicable law provides that Employees and Officials are entitled to reimbursement for certain business and travel expenses.¹ This policy sets forth the business and travel expense reimbursement policy for the County of Cook (“County”), and it establishes guidelines for the reimbursement of authorized and Necessary Business Expenses incurred on behalf of the County. The County will not reimburse Employees and Officials for expenditures that do not comply with the provisions of this policy.

B. Purpose

The purpose of this policy is to provide guidelines for the payment of authorized and Necessary Business Expenses that cannot be obtained using the methods provided in the Cook County Procurement Code, and to enable Employees and Officials to successfully execute their Local and Non-local travel requirements at the lowest reasonable costs, resulting in the best value for the County. The Chief Financial Officer (or designee) may be contacted for clarification as needed.

C. Intent

This policy is intended to be interpreted consistent with and subject to applicable law and other related County policies. *See Related Policies* below. It supersedes all previous policies and/or memoranda that may have been issued from time to time on subjects covered in this policy or other policies that may contain provisions related to reimbursement for business and travel expenses. This policy is not intended for tuition reimbursement. *See Related Policies*. This policy is not intended to supersede or limit the County from enforcing programs or provisions in any applicable collective bargaining agreement.

D. Severability

If any section or provision of this document should be held invalid by operation of law, none of the remainder shall be affected.

¹ See Illinois Wage Payment and Collection Act, 820 ILCS 115/9.5.



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E. Jurisdiction

The Cook County Chief Financial Officer, in consultation with the Director of Budget and Management Services (“Budget”) and the Comptroller are authorized to develop and issue policies and procedures for business and travel expense reimbursement.

F. Areas Affected

This policy and the procedures associated with this policy applies to all elected and appointed Officials and Employees in departments, offices, institutions or agencies of the County, including but not limited to the offices and departments under the jurisdiction of the County Board President, the Board of Commissioners, Cook County State’s Attorney, Cook County Sheriff, Cook County Public Defender, Clerk of the Circuit Court of Cook County, Cook County Treasurer, Cook County Clerk, Cook County Assessor, Chief Judge of the Circuit Court of Cook County, Board of Review, the Office of the Independent Inspector General, the Cook County Land Bank Authority (“Land Bank Authority”), Veterans Assistance Commission of Cook County and the Public Administrator (hereinafter, “Agencies” or “Agency”) who incur Necessary Business Expenses while conducting official business on behalf of the County.

G. Nondiscrimination

Cook County prohibits the discriminatory application, implementation, or enforcement of any provision of this policy based on race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, gender identity or housing status, or any other protected category established by law, statute, or ordinance.

H. Definitions

For purposes of this policy, the following terms shall be given the following meanings as set forth below:

Affidavit for Lost Receipts means the form submitted by the Employee or Official to request reimbursement of eligible Necessary Business Expenses when itemized receipts or other proof of expense and payment is not available due to being lost or stolen.



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Agency or Agencies means offices and departments under the jurisdiction of the County Board President, the Board of Commissioners, Cook County Health and Hospitals System, Cook County State's Attorney, Cook County Sheriff, Cook County Public Defender, Clerk of the Circuit Court of Cook County, Cook County Treasurer, Cook County Clerk, Cook County Assessor, Chief Judge of the Circuit Court of Cook County, Board of Review, the Office of the Independent Inspector General, the Cook County Land Bank Authority, and the Public Administrator.

Alternative Worksite means an employee's work location other than the County employee's Official Worksite. This definition may include an Employee or Official's residence when telecommuting or may include the location of a field assignment or 3rd party meeting in certain circumstances.

Appropriate Authorizing Party (or designee) means the Employee or Official authorized to commit County resources and to preapprove expenses for purposes of reimbursement and to approve reimbursements under this policy, per section (J)(1)(c) below.

Appropriated Funds or Funding means money allocated by legislation passed by the Cook County Board of Commissioners and signed by the President of the Board of Commissioners, whether from an annual appropriation, multi-year appropriation, appropriated user fee, mandatory appropriation, or reimbursements from such appropriations, etc.

Business and/or Travel Expense Reimbursement Form means the reimbursement form submitted by the Employee or Official to the Appropriate Approving Party for authorization of expense reimbursement.

Common carrier means Non-local travel by airplane, train (i.e., Amtrak, or similar), bus (i.e., Greyhound, or similar).

Commuting means travel between the Official's or Employee's residence and the Official's or Employee's Official Worksite.

County means Cook County.

County vehicle means travel by pool fleet or similar.

Employee means an individual employed by an Agency.



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Local travel means travel within a 60-mile radius from the Official's or Employee's Official Worksite, for official County business.

Necessary Business Expenses mean authorized out-of-pocket expenses or losses that are incurred by the Official or Employee in the discharge of employment or official duties, that inure to the primary benefit of the County and can't be procured under the County's Procurement Code or Direct Pay Policy. The County will not be responsible for losses or expenses incurred due to an Employee's or Official's own negligence, losses due to normal wear, or losses due to theft unless the theft was due to the County's negligence.

Non-local travel means travel in excess of a 60-mile radius from the Official's or Employee's Official Worksite, for official County business.

Official Worksite means the worksite to which the Official or Employee is typically assigned.

Personal leased vehicle means travel by a leased vehicle, or similar, that is not a vehicle that is leased by the County as part of the County's fleet.

Personally owned or Personal vehicle means travel by a vehicle that is personally owned by the Employee, Official, or similar.

Pre-Authorization Form means the form submitted by the Requester seeking reimbursement for a Necessary Business Expense.

Public transportation means local travel by CTA, Pace, Metra, or similar.

Rental Car means travel by vehicle hired from a car rental agency for a short period of time during non-local official County business.

Requester means the Employee or Official seeking reimbursement.

Ride share or ride sharing means travel by Taxi, Shuttle, Lyft, Uber, Divvy, Zip Car, or similar.

Transportation Expense Voucher means a mileage reimbursement voucher for authorized use of personally owned vehicles in the conduct of official County business.

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I. Responsibilities of Employees, Management, and County Officials

Employees and Officials requesting Necessary Business Expense reimbursements are responsible for ensuring that the reimbursement request is truthful and accurate, complies with all applicable policies, is properly authorized before the expense is incurred, and is supported by the required receipts and documentation. Strict conformance with this policy is required to ensure eligibility for reimbursement when incurring expenses on behalf of the County and/or requesting expense reimbursements. Fraudulent or improper submissions for reimbursement may lead to disciplinary action or ethics fines/penalties. In addition, using or attempting to use this expense reimbursement policy when an Employee or Official should be using the Procurement Code process to purchase items or services on behalf of the County may lead to the expense being ineligible for reimbursement.

Moreover, any Employee or Official who receives an unauthorized or an erroneously issued reimbursement payment from the County, must immediately return such payment within thirty (30) days from the time the Employee or Official has become aware of the unauthorized or erroneous reimbursement or notice from the Comptroller's Office or the Budget Office. Failure to comply with this provision will result in disciplinary or other appropriate action depending on the Employee(s) or Officials(s) involved and the specific circumstances. In the event repayment is made by an Employee or Official through payroll deduction, the Comptroller's Office will handle in accordance with its procedures for payroll deductions.

Strict adherence to the County's Code of Ethical Conduct and Office of the Independent Inspector General Ordinance is required. Expenditures that do not comply with the County's Ethics Ordinance or Office of the Independent Inspector General Ordinance and this policy shall be denied and may be referred to the Board of Ethics or Inspector General for investigation. For example, expenditures made in connection with "prohibited political activity," as defined in section 2-562 of the Cook County Code, shall not be reimbursed.

Each Appropriate Authorizing Party is responsible for ensuring that all expenditures made on behalf of the County comply with all applicable policies. Additionally, each Appropriate Authorizing Party is accountable for the appropriate use of County funds and must verify that all Necessary Business Expenses are budgeted and charged to the proper account(s). In addition, before approving any expense reimbursement, the Authorizing Party must ensure that the requesting Employee or Official received pre-authorization to incur the expense where required, the expense is legitimate, properly documented, and, if proper procedures are not followed, not approving the reimbursement request. Failure to adhere to these



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obligations may result in appropriate corrective action, including but not limited to disciplinary action, depending on the Employees(s) or Official(s) involved and the specific circumstances.

The Chief Financial Officer has designated the Director of Budget and Management Services to monitor County practices to ensure compliance with, and answer questions concerning, the information presented in this policy.

J. Policy and Procedures

- I. General. The County has a fiduciary responsibility to ensure County resources are used responsibly and that Employees and Officials do not incur inappropriate or excessive expenses or gain financially from the County. Necessary Business Expenses will be reimbursed in accordance with IRS guidelines and with the provisions of this policy, provided there is sufficient funding for this purpose in the Department's budget and doing so would not circumvent the Cook County Procurement Code. A Necessary Business Expense must have a clear and legitimate business purpose. All out of country travel-related expenditures will conform to the IRS guidelines and the U.S. General Services Administration whenever possible. See, <https://www.gsa.gov/travel-resources>. Where compliance with IRS and the U.S. General Services Administration guidelines cannot be met, approval of such expense must be documented by the Appropriate Authorizing Party. Excessive costs or unjustifiable costs are not acceptable and will not be reimbursed.
 - (a) *Appropriated Funding*. Expenditures shall be charged to the appropriate account of the department incurring the expense, as designated in the department's annual appropriation.
 - (b) *Grant requirements*. Expenditures connected to and/or funded by a grant (or contract) shall be made in accordance with the grantor's requirements, and reimbursement will be made at the rate specified by the grant (or contract), or if no specified rate, at the County's rate defined by this policy.
 - (c) *Appropriate Authorizing Party*. Necessary Business Expenses using the Pre-Authorization Form must be submitted for pre-authorization to the Requester's:



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- (1) Department Head or managing supervisor, if requested by an Employee within the Department except where the Bureau Chief has indicated by internal memo or policy that Bureau Chief approval is required;
- (2) Bureau Chief, if requested by a Department Head;
- (3) Chief of Staff, if requested by a Bureau Chief;
- (4) Employing Official, if requested by a Chief of Staff or
- (5) Where there is no person in a higher-level position within the Requester's organizational chart to authorize the expense, such as an Official, the reimbursement request shall be referred to the Agency's Chief of Staff, where applicable or the Budget Director if the Agency does not employ a Chief of Staff for pre-authorization.

Individuals are strictly prohibited from authorizing their own requests to incur and be reimbursed for a Necessary Business Expense. The Appropriate Authorizing Party must confirm there is available funding in the Agency's appropriated annual budget prior to approving the Pre-Authorization Form.

- (d) *Tax Exempt Status.* Expenditures must exclude sales tax to the extent permitted under law. Tax exempt certificates may be requested in advance of expenditures through the Office of the Chief Procurement Officer by emailing taxexemptrequest@cookcountyil.gov. Use of vendors who will not accept tax exempt certificates are prohibited absent exigent circumstances.

II. INELIGIBLE EXPENSES

The following expenses are **not** Necessary Business Expenses and shall **not** be reimbursed under this policy:



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- A. Expenditures made in connection with “prohibited political activity,” as defined in section 2-562 of the Cook County Code or that violate the Ethics Code, 2-560 et. seq.;
- B. Expenses incurred without proper pre-authorization unless otherwise approved in writing by the Appropriate Authorizing Party;
- C. Expenses incurred in excess of the allowable limits in this policy unless otherwise approved in writing by the Appropriate Authorizing Party as set forth herein;
- D. Expenses for leasing or purchasing items for workspace/office, such as furniture, technology equipment, computer hardware or software, cell phones, electronic services or support, or decorative items. To the extent that items, furniture, technology equipment, computer hardware or software, and/or equipment are needed because of or based on an ADA reasonable accommodation request, please refer to the Agency Reasonable Accommodation Policy for Employees and Applicants with Disabilities.
- E. Expenses incurred in connection with normal commuting between home and work, including but not limited to mileage, parking, and toll expenses;
- F. Expenses for personal meals or other food or drink items while remaining local and not traveling out of the County on official business;
- G. Traffic citations, parking tickets, and other fines, fees, penalties, or costs related to parking or moving violations;
- H. Lost or stolen cash or personal property;
- I. Monthly payments for leasing personal vehicles, except payments for vehicles leased by an Official for both business and personal use (with reimbursement amount limited to the portion



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expended for business use) in accordance with Cook County Ordinance Section 34-40 and approved by the Appropriate Authorizing Party;

- J. Personal calls;
- K. Personal items, including but not limited to toiletries, luggage, clothing, medications, appliances, and decorative items;
- L. Personal entertainment items, including but not limited to, magazines, books, movie rentals, and event tickets (sporting, theater, musical, etc), and/or recreational activities;
- M. Alcoholic beverages, tobacco products or controlled substances;
- N. Food, except as permitted pursuant to Sections III.A. and III.B. below;
- O. Sponsorships or donations;
- P. Appliances (e.g. microwaves, refrigerators, toasters);
- Q. Sporting goods;
- R. Flowers, gift cards, and gifts, or similar types of costs;
- S. Credit card or other late fees due to the Employee's or Official's actions;
- T. Charges related to modifications to travel arrangements, including but not limited to itinerary changes or cancellations, unless such change or cancellation is based on an exigent circumstance



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not within the Employee's or Official's own making and for which the Employee or Official is unable to receive a reimbursement or credit against the travel arrangement;

- U. Convenience fees, including but not limited to, early check-in, late check-out, and TSA pre-check;
- V. Hotel incidentals, such as, but not limited to, room upgrades, room service, health club fees, in-room entertainment fees, and laundry fees;
- W. Flight insurance or other supplemental travel insurance;
- X. Guest travel costs and expenses;
- Y. International travel, without written pre-authorization from the Appropriate Authorizing Party and the Budget Director, as applicable;
- Z. Personal portions of a trip combined with business travel, including but not limited to extended stays and travel to/from other destination(s);
- AA. Upgrades, including but not limited to, special "club" floors or access, seat or cabin upgrades, premium fuel, premium rides, valet parking; and,
- BB. Other expenses of a purely personal nature and not listed as reimbursable in these guidelines.

III. ELIGIBLE REIMBURSABLE NECESSARY BUSINESS EXPENSES

The following expenses are considered Necessary Business Expenses that are eligible for reimbursement contingent on compliance with this policy.

A. Food Supplies

Appropriated Funds shall not be used to purchase food, except in the following limited circumstances.

- I.* Ceremonial Events: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages, at County sponsored, public facing ceremonial events when it has been determined that such food would materially enhance the event in furtherance of the



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objectives of the event is permissible. Departments may host Ceremonial events no more than quarterly and the cost of any such event is limited to \$20 per person.

2. Budget Hearings and Board Meetings: The use of Appropriated Funds by the Secretary to the Board to provide food for Officials and Employees actively participating in budget hearings or board meetings, to facilitate the efficient and timely resolution of such hearings before the Board of Commissioners, is permissible.
3. Community Events: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages, at County sponsored community engagement events when it has been determined that such food would materially enhance public participation in furtherance of the objectives of the event is permissible.
4. Employee Morale Events. The use of Appropriated Funds to provide light refreshments, such as snacks and beverages or to provide lunch, for Officials and/or Employees scheduled to boost Employee morale or in recognition of Employees when it has been determined by the hosting Agency that such food would materially enhance participation and boost morale in furtherance of the objectives of the event is permissible. Departments may host employee morale events no more than twice per year and the cost of any such event is limited to \$20 per person.
5. Trainings: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages for training events, or meals at full-day or after hour training events hosted by an Agency is permissible.

B. Registration Fees

Registration fees for non-County government conferences, meetings, seminars, training sessions, professional development, continuing education related to professional licensing requirements or similar events may be reimbursed. Reimbursements may include the cost of any food included in the registration fee. Every effort should be made to take advantage of early registration or group rate discounts. Employees and Officials must execute their registration in accordance with Section IV. below.

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C. Professional Licensing Fees and Certifications

Licensing, registration or certification fees that are related to and required by federal, state or local statutes and ordinances that are required as a condition of being hired and holding an employee's position may be reimbursed. Employees and Officials must execute reimbursements for such requests in accordance with Section IV. below.

D. Travel Expenses

In order for an Employee or Official to be eligible for reimbursement for travel expenses, all travel for official County business should be prudently planned so that the County's best interests are served at the most reasonable cost considering travel time and work requirements. Employees and Officials should make best efforts to execute their Local and Non-local travel requirements at the lowest reasonable costs to the County by purchasing ticket(s) in advance, searching for lowest prices, requesting the government rate where available or utilizing a travel agent, etc.

- I. Types of Travel that are Eligible for Reimbursement.* The County recognizes the following activities as appropriate travel purposes for official County business:
 - (a) Delivery of legislative testimony or address legislative agenda;
 - (b) As a stipulation or condition of grant funding or otherwise required for County or federal certification;
 - (c) Presentation on behalf of the County at a conference, meeting, seminar, training session, or similar;
 - (d) Financial or tax audit;
 - (e) Site visit or operational evaluation related to Agency improvement efforts;
 - (f) Court proceeding or case preparation, where the Employee is appearing on behalf of the County or the Employee needs to engage in witness preparation, investigation or take depositions.



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- (g) Law enforcement, building and zoning, revenue, ethics, environmental, medical examiner or other investigation approved by the Appropriate Authorizing Party; and
 - (h) Attendance at a conference, meeting, seminar, training session, or similar, provided that the topic is of critical interest to the County; representation at the event is in the best interest of the County; and the topic is related to an Employee's or Official's professional development. Agencies should attempt to limit the number of attendees by event.
2. Modes of Local Travel. Authorized modes of transportation for Local Travel include: (1) public transportation; (2) County vehicles; (3) taxi, ride sharing; and (4) Personally owned or Leased vehicles (approved by the Appropriate Authorizing Party).
 3. Modes of Non-local Travel. Authorized modes of transportation for Non-local travel include County vehicles, Personally owned or Leased vehicles if approved by the Appropriate Authorizing Party, Rental Car, and Common Carriers.
 4. General rule for travel. Travel expenses are eligible for reimbursement provided that the least expensive mode of transportation is used, considering travel time, cost, and work requirements unless otherwise approved by the Appropriate Authorizing Party. Please note that employees who receive a stipend are not eligible for mileage reimbursement.
 5. Eligible Local Transportation Reimbursable Expenses: Local travel that is performed for official County business may be permissible if authorized by the Appropriate Approving Party.
 - (a) *Travel by County vehicle*. When the Employee or Official uses a County vehicle, only fuel, parking, and toll expenses are eligible for reimbursement.
 - (b) *Travel by taxi or ride share*. When the Employee or Official uses a taxi or ride sharing company, the total metered fare (including surcharges and fees) is eligible for reimbursement. Tipping on taxis or ride sharing may not exceed \$2.00, or 20% of the metered fare, whichever amount is greater.



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- (c) *Travel by Personal vehicle.* When the Employee or Official uses a Personal vehicle per the approval of the Appropriate Authorizing Party, only mileage, parking, and toll expenses are eligible for reimbursement. Mileage reimbursement for County business is limited to the current standard IRS deduction rate for business related transportation currently in effect and authorized by the Bureau of Finance. The mileage must be supported by detailed mileage logs including date(s) of travel, number of miles driven, locations traveled to and from, and business purpose. All mileage requested to be reimbursed may be calculated using the County's Transportation Expense Voucher System (TEVS) to prepare a mileage reimbursement voucher which can be found at (<https://apps.cookcountyil.gov/voucher/public/>). The voucher or other proof of calculated mileage (i.e. Google Maps) shall be submitted along with the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party.
- i. Normal commute is not eligible for mileage reimbursement. However, if the mileage to an Alternative Worksite is greater than the normal commute to and from the Official Worksite, then the Employee or Official is entitled to reimbursement for mileage in excess, of their normal commute.
 - ii. On approved Telecommuting days, consistent with the Policy, an employee may be reimbursed for the distance traveled from their home to the Alternative Worksite, but must deduct their normal commute from the total mileage. For example, an employee's normal commute is 15 miles. Should the employee be required to report to a site on a telecommuting day, any distance above the employees' normal commutable distance (e.g., 15 miles) can be reimbursed for the initial commute from their home to work location, or for their commute home from their final work location. Should travel be required between multiple locations during the day, the entire amount between the first location (away from home) and final work location (away from home) can be reimbursed.
 - iii. The IRS per-mile rate is generally established annually (but may be subject to a mid-year increase) and covers the total cost of operating a personally owned vehicle for Local Travel, including such items as gasoline, oil, maintenance, repairs, etc.



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

Applicable Forms may be found at:

<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

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- iv. The Employee or Official must carry liability and property damage insurance for business use of their Personal or Personally leased vehicle and submit a copy of these insurance policies to the appropriate personnel within their department. The Employee or Official's personal insurance is primary in the event of an accident.
- 6. Eligible Non-Local Transportation Reimbursable Expenses: Non-Local Travel that is performed for official County business may be permissible if authorized by the Appropriate Approving Party.
 - (a) *Travel by Personal vehicle*. When the Employee or Official uses a Personal vehicle per the approval of the Appropriate Authorizing Party, only mileage, parking, and toll expenses are eligible for reimbursement. Mileage reimbursement for County business is limited to the current standard IRS deduction rate for business related transportation currently in effect and authorized by the Bureau of Finance. The mileage must be supported by detailed mileage logs including date(s) of travel, number of miles driven, locations traveled to and from, and business purpose. Mileage requested for reimbursement may be calculated using the mileage calculator in the [Transportation Expense Voucher System \(TEVS\)](#) or some other method, this documentation shall be submitted along with the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party.
 - i. The IRS per-mile rate is generally established annually (but may be subject to a mid-year increase) and covers the total cost of operating a personally owned vehicle for Non-local Travel, including such items as gasoline, oil, maintenance, repairs, etc.
 - ii. The mileage reimbursement per trip may not exceed the cost of the lowest available non-stop, roundtrip airfare to/from the destination.
 - iii. The Employee or Official must carry liability and property damage insurance for business use of their Personal or Personally leased vehicle.
 - (b) *Travel by Rental Car*. Travel by Rental Car is limited to non-local travel requiring an overnight stay and must be supported by an itemized receipt



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which lists the date, time, location of the rental, rental rate, and vehicle class. The choice of vehicle class must be reasonable based on the circumstances. When the Employee or Official uses a rental car, only daily rental rates, taxes, surcharges, car rental insurance, fuel, parking, and toll expenses are eligible for reimbursement.

- (c) *Travel by Common Carrier.* Travel by common carrier is limited to non-local travel requiring an overnight stay and must be supported by itemized receipts which list the traveler's name, the date, time, point of origin and destination, fare class purchased, and any other related costs for each leg of the trip. When the Employee or Official uses a common carrier, only the fare, taxes, surcharges, and any standard baggage fees are eligible for reimbursement. The fare reimbursement will be based on the most economical fare available that meets the requirements of the Employee's or Official's agenda.
- (d) *International travel.* All international travel is subject to pre-authorization by the Appropriate Authorizing Party and Budget Director. Employee's and Official's shall convert all foreign expenses to U.S. currency at the exchange rate applicable when the expense was paid and reflect the expenses incurred in U.S. dollars on the Business and/or Travel Expense Reimbursement Form. Official documentation of the exchange rate(s) applied to the expenses incurred, published at <https://www1.oanda.com/currency/converter/> must accompany all receipts.
- (e) *Meal and incidental expense reimbursement.* Meal and incidental expense reimbursements are limited to non-local travel requiring an overnight stay. All expenses must be supported by itemized receipts which list the date, time, location of the purchase, and detail every individual item included on the bill. Examples of reimbursable incidental expenses may include necessary internet connection fees or cellular phone charges related to official business. Employee's and Official's will receive the lesser of the actual costs or the current federal travel allowance for meals and incidental expenses, including taxes and gratuity published by the General Services Administration at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.



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Gratuities for meals is capped at 20% of cost of the meal. Gratuity for baggage handling is reimbursable so long as the cost is reasonable and does not exceed \$5.00 per handling. Reimbursement for meals and incidental expenses shall be limited to the expenses incurred during the time spent traveling for County business; 75% of the expenses submitted for reimbursement on the first and last days of travel, and 100% of the expenses on the other days. If an employee assumes the charge for another employee, the portion of the charge should be identified and noted to be deducted from the other employees' request(s) for reimbursement. In addition, the expense should not exceed the allowable limits established for each employee. The employee assuming the expense should clearly note on their receipt who the other employee(s) were for which the expense was assumed.

- (f) *Lodging reimbursement.* Lodging reimbursement is limited to Non-local travel requiring an overnight stay and must be supported by itemized receipts which list the traveler's name, the date, time, location of the lodging, and detail every individual item included in the bill. Travelers are to use the preferred hotel offered by the conference unless there is justification approved by the Appropriate Authorizing Party on the Reimbursement Form. Travelers will receive the lesser of the actual costs or the current federal travel allowance for lodging published by the General Services Administration at <https://www.gsa.gov/travel/plan-book/per-diem-rates> unless the increased rate is approved by the Appropriate Authorizing Party.
- (g) *Reimbursement for taxi or ride share.* When the Employee or Official uses a taxi or ride sharing company, the total metered fare (including surcharges, fees and taxes) is eligible for reimbursement. Tipping on taxis or ride sharing may not exceed \$2.00, or 20% of the ride - whichever amount is greater.

- E. **Business needs that cannot be obtained using the methods provided in the Cook County Procurement Code.** On occasion, necessary business needs are unable to be met using the methods provided in the Cook County Procurement Code. The Official or Employee incurring these expenses must demonstrate it is a Necessary Business Expense with a clear and legitimate



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business purpose. For technology-related necessary business expenses, the Official and Employee incurring the expense must also demonstrate compliance with the Bureau of Technology's Concurrence Process or other similarly applicable policy.

- F. **Miscellaneous.** Any other Necessary Business Expense or loss incurred within the Official's or Employee's scope of employment or related to telecommuting and directly related to services performed for the employer as permitted under Illinois Wage Payment and Collection Act, 820 ILCS 115 et. seq.

IV. PROCESS FOR REQUESTING PRE-AUTHORIZATION FOR ELIGIBLE NECESSARY BUSINESS EXPENSES AND SEEKING REIMBURSEMENT

- A. **General:** Being reimbursed for a Necessary Business Expense reimbursement is contingent on compliance with the provisions of this policy; obtaining the appropriate pre-authorization; and completion and timely submission of the appropriate forms with supporting documentation, including but not limited to original receipts. Receipts must be legible; electronic copies including clear photographs of receipts will be accepted as originals. Where supporting documentation does not exist or is missing or lost, the Employee or Official shall submit the Affidavit for Lost Receipts form regarding any such receipts.
- B. **Pre-Authorization to Incur a Necessary Business Expense:** Employees and Officials are required to obtain pre-approval before incurring any Necessary Business Expense above \$300.00 by submitting the Pre-Authorization Form to the Appropriate Authorizing Party, and in the case of international travel, the Pre-Authorization Form must also be submitted to the Budget Director. Employees and Officials shall request authorization to incur a Necessary Business Expense of \$300.00 or more using the Pre-Authorization Form at least thirty (30) calendar days in advance of having to incur the expenditure or loss so the Appropriate Authorizing Party has an opportunity to assess and potentially approve the request in accordance with this policy. If the pre-authorization or the thirty (30) day period is not practicable, the Requester must provide a justification on the Pre-Authorization Form and/or Reimbursement Form for deviating from the 30 day requirement.
1. **Eligible Necessary Business Expenses other than travel.**

The Pre-Authorization Form must be completed by the Requester and sent to the Appropriate Approving Party supported by:



COOK COUNTY BUREAU OF FINANCE

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- i. The details of the expense(s) to be incurred, including the amount and when and where the purchase or expense will be made;
- ii. The reason and purpose of the purchase or expense; and
- iii. Why the item is not being purchased using the methods provided in the Cook County Procurement Code.

2. Travel Expenses.

- (a) No Pre-Authorization Form is required for Local Travel.
- (b) To request non-local travel authorization, the Pre-Authorization Form must be completed by the Requester and sent to the Appropriate Approving Party supported by an agenda and estimate of travel costs. The Documentation regarding anticipated meal and lodging costs shall be included along with the current federal travel allowance for lodging and per diem meal rates published by the General Services Administration at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
- (c) For regularly re-occurring Local or Non-local travel that would be considered a Necessary Business Expense, the Appropriate Approving Party has the discretion to establish a process to pre-approve such travel.

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POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY		Applicable Forms may be found at: https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures
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C. **Appropriate Authorizing Party.** To authorize incurring Necessary Business Expenses, the Pre-Authorization Form must be reviewed and approved by the Appropriate Authorizing Party. By signing the Pre-Authorization Form, the Appropriate Authorizing Party certifies:

1. The expenditure is a Necessary Business Expense as provided by this policy, including the appropriateness of the expenditure and the reasonableness of the amount;
2. The Requester has submitted a completed and accurate Pre-Authorization Form with required supporting documentation; and
3. Appropriate Funding is available to pay for the expense.

In addition, if the Appropriate Authorizing Party determines that the requested expenditure is not necessary or should be requested through the Procurement Code process, then the Employee or Official shall not incur the expense on the County's behalf and will not be entitled to reimbursement under this policy.

D. **Submission of Reimbursement Requests, Review and Approval.**

1. All requests seeking reimbursement, with the appropriate supporting documentation and Business and/or Travel Expense Reimbursement Form, must be submitted to the Appropriate Authorizing Party within 60 calendar days of the later of (1) incurring the expense or (2) the business purpose, travel, or event has occurred. By signing the Business and/or Travel Expense Reimbursement Form, the Requester attests to its truthfulness and assumes personal responsibility for its accuracy.
2. Submission of the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party shall also include:
 - (a) Copies of itemized receipts for all expenses for meals and incidentals for non-local travels); and



COOK COUNTY BUREAU OF FINANCE

POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY

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- (b) If a receipt is lost or does not exist, the Requester needs to complete the Affidavit for Lost Receipts Form to attest to the incurring of such expense and why no documentation is being submitted to support the particular expense reimbursement request.
3. Within 21 calendar days of receipt of the Business and/or Travel Expense Reimbursement request, the approved request by the Appropriate Authorizing Party and the supporting documentation shall be sent by the Appropriate Authorizing Party to the department's assigned Budget Analyst in Budget. By approving the reimbursement request and forwarding to the Budget Analyst, the Appropriate Authorizing Party certifies the appropriateness of the expenditure and the reasonableness of the amount; the availability of Appropriated Funds; compliance with applicable reimbursement policies; and completeness of supporting documentation.
4. Review of all requests for reimbursement shall be timely made by Budget. Upon review, Budget will approve the request, return the request to the Appropriate Approving Party for correction or supplementation (i.e., credit card statement and Affidavit for Lost Receipts Form, in the event of lost receipts), or deny the request as not being in compliance with this Policy. If approved, Budget will submit the reimbursement request to the Comptroller's Office for payment. Failure to timely correct or supplement a request for reimbursement as required by Budget shall result in denial of reimbursement.
5. Timing and method of reimbursement payment. Employees or Officials will receive authorized reimbursements as part of their next regular paycheck during the pay period following the expense having been incurred, and the reimbursement request being processed, provided compliance with this Policy and the procedures established herein. Advanced payments to the requestor are strictly prohibited under this policy.

E. Resources

General information concerning this Policy may be obtained by contacting the Chief Financial Officer (or designee).



COOK COUNTY BUREAU OF FINANCE

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F. **Related Policies**

- The Cook County Procurement Code
- The County's Vehicle Collision Policy
- The County's Fuel Use Policy
- The County's AVL GPS Policy
- The County's Vehicle Policy
- Applicable Agency Reasonable Accommodation Policy for Employees and Applicants with Disabilities
- Applicable Agency Telecommuting Policy
- Applicable Agency Tuition Reimbursement Policy
- The County's Ethics Ordinance

G. **Non-Compliance**

Failure to comply with the provisions of this policy may result in denial of reimbursement and/or subject an Employee or Official to discipline, up to and including discharge, in accordance with the personnel rules and/or collective bargaining agreement, if applicable, and ethics fines or penalties.

ATTACHMENT C

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:	
☐	Disqualification
☐	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2050-18294 A2	Date: October 3, 2024
Total Bid or Proposal Amount: \$52,186.00	Contract Title: Multi-Aerial Imagery
Contractor: Merrick & Company	Subcontractor/Supplier/ Subconsultant to be American Surveying & Engineering, LTD. added or substitute:
Authorized Contact for Contractor: Doug Jacoby	Authorized Contact for Subcontractor/Supplier/ Coventine Fidis, President/CEO Subconsultant:
Email Address (Contractor): doug.jacoby@merrick.com	Email Address (Subcontractor): c.fidis@americansurvey.com
Company Address 5970 Greenwood Plaza Blvd. (Contractor):	Company Address 30 N. LaSalle St., Suite 3350 (Subcontractor):
City, State and Zip (Contractor): Greenwood Village, CO 80111	City, State and Zip (Subcontractor): Chicago, IL 60602
Telephone and Fax (Contractor): T: 303-751-0741 F: 303-751-2581	Telephone and Fax (Subcontractor): T:312-277-2000 F: 312-277-2002
Estimated Start and Completion Dates February - November 2025 (Contractor):	Estimated Start and Completion Dates May 2025 (Subcontractor):

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Surveying Services	\$52,186.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Merrick & Company

Contractor

Doug Jacoby

Name

Vice President

Title

Prime Contractor Signature

October 22, 2024

Date

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:	
☐	Disqualification
☐	Check Complete

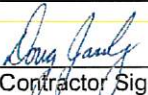
The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2050-18294 A2	Date: October 3, 2024
Total Bid or Proposal Amount: \$225,000.00	Contract Title: Multi-Aerial Imagery
Contractor: Merrick & Company	Subcontractor/Supplier/ Subconsultant to be Aerial Surveys International, LLC added or substitute:
Authorized Contact for Contractor: Doug Jacoby	Authorized Contact for Subcontractor/Supplier/ Mark Schubert, President Subconsultant:
Email Address (Contractor): doug.jacoby@merrick.com	Email Address (Subcontractor): mschubert@aerialsurveyintl.com
Company Address 5970 Greenwood Plaza Blvd. (Contractor):	Company Address P.O. Box 130, 37500 Astra Way #3E (Subcontractor):
City, State and Zip (Contractor): Greenwood Village, CO 80111	City, State and Zip (Subcontractor): Watkins, CO 80137
Telephone and Fax (Contractor): T: 303-751-0741 F: 303-751-2581	Telephone and Fax (Subcontractor): T: 303-261-9990 F: 303-261-9996
Estimated Start and Completion Dates February - November 2025 (Contractor):	Estimated Start and Completion Dates February - April 2025 (Subcontractor):

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Imagery Acquisition	\$225,000.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Merrick & Company
 Contractor
 Doug Jacoby
 Name
 Vice President
 Title

 Prime Contractor Signature
 Date
 October 1, 2024

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:	
☐	Disqualification
☐	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2050-18294 A2	Date: October 3, 2024
Total Bid or Proposal Amount: \$1,726,345.00	Contract Title: Multi-Aerial Imagery
Contractor: Merrick & Company	Subcontractor/Supplier/ Subconsultant to be Galileo Group, Inc. added or substitute:
Authorized Contact for Contractor: Doug Jacoby	Authorized Contact for Subcontractor/Supplier/ John Merrill Subconsultant:
Email Address (Contractor): doug.jacoby@merrick.com	Email Address (Subcontractor): jmerrill@galileo-gp.com
Company Address 5970 Greenwood Plaza Blvd. (Contractor):	Company Address 8875 Hidden River Parkway (Subcontractor): Suite 300
City, State and Zip (Contractor): Greenwood Village, CO 80111	City, State and Zip (Subcontractor): Tampa, FL 33637
Telephone and Fax (Contractor): T: 303-751-0741 F: 303-751-2581	Telephone and Fax (Subcontractor): T: 813-975-7174
Estimated Start and Completion Dates February - November 2025 (Contractor):	Estimated Start and Completion Dates February - November 2025 (Subcontractor):

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Hyperspectral Imaging Services	\$1,726,345.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Merrick & Company

Contractor

Doug Jacoby

Name

Vice President

Title

Prime Contractor Signature

October 1, 2024

Date

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board
of Commissioners**TARA STAMPS
1st DistrictVACANT
2nd DistrictBILL LOWRY
3rd DistrictSTANLEY MOORE
4th DistrictMONICA GORDON
5th DistrictDONNA MILLER
6th DistrictALMA E. ANAYA
7th DistrictANTHONY QUEZADA
8th DistrictMAGGIE TREVOR
9th DistrictBRIDGET GAINER
10th DistrictJOHN P. DALEY
11th DistrictBRIDGET DEGNEN
12th DistrictJOSINA MORITA
13th DistrictSCOTT R. BRITTON
14th DistrictKEVIN B. MORRISON
15th DistrictFRANK AGUILAR
16th DistrictSEAN M. MORRISON
17th District

October 22, 2024

Mr. Raffi Sarrafian
Chief Procurement Officer
161 N. Clark, Suite 2300
Chicago, IL 60601

Re: Contract No. 2050-18294 Amendment 2
Multi-Aerial Imagery
Bureau of Technology – GIS

Dear Mr. Sarrafian:

The following Utilization Plan proposal for the above-referenced contract amendment has been reviewed for compliance with the Minority-and Women-owned Business Enterprises (MBE/WBE) Ordinance and has been found to be responsive to the ordinance.

Vendor: Merrick & Company

Original Contract Value: \$3,371,724.00

Original Contract Term: February 1, 2021 – January 31, 2024

Extend Contract One Year and increase contract value \$1,337,517.36 (Amendment 1)

Revised contract Value: \$4,709,241.36

Revised Contract Term: February 1, 2021 – January 31, 2025

Increased Contract Value: \$2,534,846.58 and renew contract term for 1 year (Amendment 2)

Revised Contract Value: \$7,244,087.84

Revised Contract Term: February 1, 2025 – January 31, 2026

RFP Professional Services

Contract Goal: 0% MBE and 0% WBE

Original Contract Utilization Plan (Based on Contract Value of \$3,371,724.00)

<u>MBE/WBE Firm</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>
American Surveying & Engineering	MBE-HA M	City of Chicago	.90% \$30,381.00
MWBE Total			.90%

Amendment 1 Utilization Plan (Based on revised Contract Value of \$4,709,241.36)

<u>MBE/WBE Firm</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>
American Surveying & Engineering	MBE-HA M	City of Chicago	.87% \$41,122.00
MWBE Total			.87%

Amendment 2 Utilization Plan (Based on revised Contract Value of \$7,244,087.84)

<u>MBE/WBE Firm</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>
American Surveying & Engineering	MBE-HA M	City of Chicago	.72% \$52,186.00
MWBE Total			.72%

Despite the contract having a 0% MBE and 0% WBE goal the prime, Merrick & Company initially committed to 0.9% direct MBE participation via American Surveying & Engineering, PC (HA M).

For Amendment 2, Merrick committed to an additional \$11,064 on top of the \$41,122 previously committed to American Surveying for a total commitment of \$52,186 which equates to .72% MBE Participation for the new contract value of \$7,244,087.84 and renews the contract term for 1 year from February 1, 2025, through January 31, 2026.

Revised MBE/WBE forms were used in the determination of the responsiveness of this contract amendment.

Sincerely,



Jeanetta Cardine
Contract Compliance Deputy Director

JC/ab

cc: Anna Epps, OCPO
Todd Schuble, Bureau of Technology

MBE/WBE UTILIZATION PLAN - FORM 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 – Section 19.

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

☐

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current 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 online at www.cookcountyil.gov/contractcompliance)

☒

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 below and the Letter(s) of Intent – Form 2).

II.

☒

Direct Participation of MBE/WBE Firms

☐

Indirect Participation of MBE/WBE Firms

NOTE: 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, Ltd.

Address: 120 N. LaSalle St., Suite 3350 Chicago, IL 60602

E-mail: c.fidis@americansurvey.com

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

Dollar Amount Participation: \$ 52,186.00 (3-years plus Option Years No. 1 and 2 / 2021-2025)

Percent Amount of Participation: 0.72 %

*Letter of Intent attached? Yes X No _____

*Current Letter of Certification attached? Yes x No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: American Surveying & Engineering, Ltd.

Certifying Agency: City of Chicago

Contact Person: Coventine Fidis

Certification Expiration Date: 9/15/2025

Address: 120 N. LaSalle St., Suite 3350

Ethnicity: Hispanic

City/State: Chicago Zip: 60602

Bid/Proposal/Contract #: 2050-18294

Phone: 312-277-2000 Fax: 815-288-6277

FEIN #: 36-3307274

Email: c.fidis@americansurvey.com

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Survey Services - Ground Control

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

\$52,186.00 (3-years plus Option Years No. 1 and 2 / 2021-2025)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

et al.
Signature (M/WBE)

Doug Jacoby
Signature (Prime Bidder/Proposer)

Coventine Fidis

Doug Jacoby

Print Name

Print Name

American Surveying & Engineering, Ltd.

Merrick & Company

Firm Name

Firm Name

September 27, 2024

October 1, 2024

Date

Date

Subscribed and sworn before me

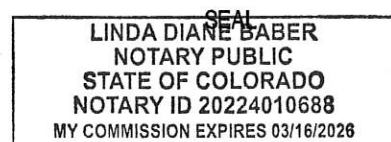
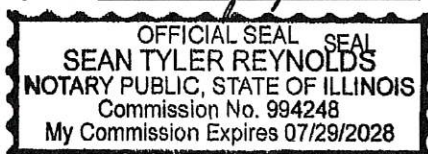
Subscribed and sworn before me

this 27th day of September, 2024

this 1 day of October, 2024

Notary Public: *Sean D. Reynolds*

Notary Public: *Linda Diane Baber*





CITY OF CHICAGO



SEP 17 2020

DEPARTMENT OF PROCUREMENT SERVICES

Conventine Fidis
American Surveying & Engineering, P.C.
30 N. Lasalle St. Ste 3440
Chicago, Illinois 60606

Dear Mr. Fidis:

We are pleased to inform you that **American Surveying & Engineering, P.c.** is recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **9/15/2025**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **9/15/2021, 9/15/2022, 9/15/2023 and 9/15/2024**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **9/15/2025**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **7/15/2025**.

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

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

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

Handwritten signature/initials in blue ink.

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

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

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

NAICS Code(s):

541330 – Engineering Services

541370 – Surveying and Mapping (except geophysical) Services (i.e. topographic mapping and land surveying)

531390 – Consultants', real estate (except appraisers), offices

531390 – Landman Services

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,


Shannon E. Andrews
Chief Procurement Officer

SEA/sg

STARR

INSURANCE COMPANIES

3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Certificate of Insurance

Certificate Holder: COOK COUNTY
118 N. CLARK STREET, ROOM 1018
CHICAGO, IL 60602

Named Insured: MERRICK & COMPANY
5970 GREENWOOD PLAZA BLVD.
GREENWOOD VILLAGE, CO 80111

Policy Period: From: MARCH 01, 2024 To: MARCH 01, 2025

Policy Number: 1000239236-05

Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the Insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Aircraft:		Reg	Insured	Deductibles		Liability Limit
Year	Make and Model	No.	Value	NIM / IM		
N/A	NON-OWNED	NTBA	\$ N/A	\$ N/A / N/A		\$ 5,000,000 CSL INCL PAX
			\$	\$		\$
			\$	\$		\$
			\$	\$		\$
			\$	\$		\$
			\$	\$		\$
			\$	\$		\$

THIS CERTIFICATE FOR EVIDENCE OF COVERAGE ONLY

Certificate Number: 2.1
Issued By and Date: OCTOBER 22, 2024 (RC)

Starr 10200 (6/06)

By



(Authorized Representative)



CERTIFICATE OF LIABILITY INSURANCE

3/1/2025

DATE (MM/DD/YYYY)

2/29/2024

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 have ADDITIONAL INSURED provisions or 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 Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Beazley Insurance Company, Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 37540
---	--	---

COVERAGES **CERTIFICATE NUMBER:** 18183758 **REVISION NUMBER:** XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	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/A			NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	CYBER LIABILITY	N	N	W2A676230401	3/1/2024	3/1/2025	LIMITS: \$2,000,000 AGGREGATE.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CONTRACT NO. 2050-18294.

CERTIFICATE HOLDER

18183758
COOK COUNTY
161 N. CLARK STREET, STE 2300
CHICAGO IL 60601-3240

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

Joseph M. Agnello

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CERTIFICATE OF LIABILITY INSURANCE

3/1/2025

DATE (MM/DD/YYYY)

2/29/2024

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 have ADDITIONAL INSURED provisions or 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 Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1491344 Merrick & Company 5970 Greenwood Plaza Blvd. Greenwood Village CO 80111	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Casualty Insurance Company		29424
	INSURER B : Allied World Surplus Lines Insurance Company		24319
	INSURER C : Twin City Fire Insurance Company		29459
	INSURER D : Hartford Fire Insurance Company		19682
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 18232650**REVISION NUMBER:** XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	37 UUN AM1H3G	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPI/OP AGG \$ 4,000,000
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	37UENOL5761	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX COMP/COLL DED \$ 1,000
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000	N	N	37 XHU OL6HE3	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ XXXXXXXX
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	N/A	37WEOL6H5J	3/1/2024	3/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROF & POLL LIAB. SHARED LIMITS-CLAIMS MADE	N	N	0312-7589	3/1/2024	3/1/2025	\$2,000,000 PER CLAIM & \$2,000,000 ANNUAL AGGREGATE SIR \$750,000

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

RE: CONTRACT NO. 2050-18294. COOK COUNTY, ITS OFFICIALS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

18232650
COOK COUNTY
161 N. CLARK STREET, STE 2300
CHICAGO IL 60601-3240

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

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**Cook County
Office of the Chief Procurement Officer**

Economic Disclosure Statement Recertification Affidavit

Applicant/Holder Name: Merrick & Company

Contract #: 2050-18294

Address: 5670 Greenwood Plaza Blvd.

City: Greenwood Village

County: Arapahoe

State: CO

Zip: 80111

Phone: 303-751-0741

Email: doug.jacoby@merrick.com

Instructions

If the Applicant is a corporation, the President must execute this affidavit. If executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization, satisfactory to the County that permits the person to execute this affidavit for the corporation.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute this affidavit, unless one partner or joint venturer has been authorized to sign.

If the Applicant is a member-managed LLC all members must execute this affidavit, unless otherwise provided in the operating agreement, resolution or other corporate documents.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute this affidavit.

This recertification is being submitted in connection with

Contract Name: Multi-Aerial Imagery

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this Economic Disclosure Statement ("EDS") recertification on behalf of the Applicant/Holder, (2) warrants that all certifications and statements contained in the Applicant/Holder's last submitted EDS dated December 5, 2023 are true, accurate and complete as of the date furnished to the County and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Recertification of:

- ☒ Certifications (SECTION 2), if applicable, as updated on: 12/5/23
- ☒ Economic and Other Disclosures (SECTION 3), if applicable, as updated on: 12/5/23
- ☒ Cook County Child Support Affidavit (Please submit any additional Child Support Obligations as an attachment to this form), if applicable, as updated on: 12/5/23
- ☒ Cook County Disclosure of Ownership Interest Statement, if applicable, as updated on: 12/5/23

Cook County Board of Ethics Familial Relationship Disclosure Form, if applicable, as updated on:

- ☒ Cook County Affidavit for Wage Theft Ordinance (SECTION 4), if applicable, as updated on: 12/5/23

If your recertification of any of the above is related to information contained in an updated form submitted after the last submitted full EDS, please indicate the date such information was updated.

IMPORTANT: If you are unable to re-certify any section(s) of your previous EDS, please submit a truthful, fully updated version of that section(s) of the EDS including separate signatures where required.

By: Christopher C. Sherry

Date: October 1, 2024

(Print or type legal name of Applicant/Holder)

President or authorized signatory (Signature)

Print or type name of President or authorized signatory:

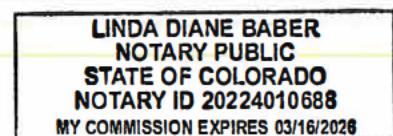
Christopher C. Sherry

Title of signatory:

Chief Executive Officer

Subscribed and sworn to before me on this 1 day of October, 2024

Notary Public Signature: Linda Diane Baber Seal:





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| ☐ 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 | ☐ Halfbrother |
| ☐ Nephew | ☐ Sister-in-law | ☐ Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTYName of Person Doing Business with the County: Merrick & CompanyAddress of Person Doing Business with the County: 5970 Greenwood Plaza Blvd., Greenwood, CO 80111Phone number of Person Doing Business with the County: 303-751-0741Email address of Person Doing Business with the County: doug.jacoby@merrick.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Doug Jacoby, Vice President of Geomatics; Phone: 303-353-3903; Email: doug.jacoby@merrick.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2050-18294

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 7,244,087.84

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Anna Epps, Lead Contract Negotiator, OCPO, anna.epps@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Todd Schuble, Director of GIS, BOT, todd.schuble@cookcountyil.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐

The Person Doing Business with the County is an **individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒

The Person Doing Business with the County is a **business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

☐

The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A

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

☐

The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A
_____	_____	_____	_____
_____	_____	_____	_____
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A
_____	_____	_____	_____
_____	_____	_____	_____
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A
_____	_____	_____	_____
_____	_____	_____	_____

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

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

October 1, 2024

Date

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

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

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. 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, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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 who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement. Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountylil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

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 APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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.

SECTION 3**REQUIRED DISCLOSURES****1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name

Address

None

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: ☐ No: ☒

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

N/A

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

Yes: ☐ No: ☒

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): None

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

NA

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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.

"Person" "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. A Person 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: _____ FEIN # Only: 84-0499702

Street Address: 5970 Greenwood Plaza Blvd.

City: Greenwood Village State: CO Zip Code: 80111

Phone No.: 303-751-0741 Fax Number: 303-751-2581 Email: doug.jacoby@merrick.com

Cook County Business Registration Number: 81085

(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

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

Name of Agent/Nominee	Name of Principal	Principal's Address
None		

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

Name	Address	Percentage of Beneficial Interest	Relationship
None			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See attached sheet.			

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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Christopher C. Sherry
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

Chris.sherry@merrick.com
E-mail address

CEO
Title

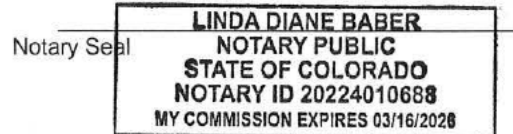
5 Dec 23
Date

303-751-0741
Phone Number

Subscribed to and sworn before me
this 05th day of Dec, 20 23

My commission expires: March 16, 2026

X [Signature]
Notary Public Signature





Directors and Officers
Fiscal Year 2024

DIRECTORS	Position	
Christopher C. Sherry	Chairman of the Board	
Cheryl L. Benedict	Outside Director	
Brian H. Conlin	Outside Director, Vice Chairman	
Timothy S. Green	Outside Director	
David J. Steiner	Outside Director	
Mary C. Horan	Inside Director	
Tamara J. Johnson	Inside Director	
David A. Luke, Jr.	Inside Director	
Ryan N. Burnette	Inside Director	
Michael J. Martin	Inside Director	

EXECUTIVE LEADERSHIP	Title	Position
Christopher C. Sherry	Chairman, CEO	CEO
Tamara J. Johnson	President	President
David A. Luke	Executive Vice President	COO
Steven J. Betts	Executive Vice President	CFO
Mary C. Horan	Senior Vice President	CODO
FIDUCIARY	Title	Position
Adam L. Lockwood	Assistant Corporate Secretary	FP&A
P. Elise Snyder	Vice President	Controller
Shawn Holton	Vice President	Information Technology
Emily L. Bloedel	Corporate Secretary	Legal, Contracts & Risk Management
OPERATIONAL	Title	Position
Ryan N. Burnette	Senior Vice President	Life Science BU Leader
Antonio Delgado	Vice President	Energy & Chemicals BU Leader
Michael J. Martin	Senior Vice President	Infrastructure Engineering BU Leader
Scott A. Gustafson	Senior Vice President	Nuclear Services & Technology BU Leader
Torin P. Haskell	Senior Vice President	Geomatics BU Leader
Douglas Elledge	Vice President	High Performance Facilities BU Leader
Jennifer Macy	Vice President	Nuclear Services & Technology
Douglas Jacoby	Vice President	Geomatics
Robert Perry	Vice President	Energy & Chemicals Business Development
REGULATORY	Title	Position
Jennifer Speers	Vice President	Engineering
Alain Rivard	Vice President	Architecture
John Wilhelm	Vice President	Survey



COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| ☐ 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 | ☐ Halfbrother |
| ☐ Nephew | ☐ Sister-in-law | ☐ Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTYName of Person Doing Business with the County: Business Entity: Merrick & CompanyAddress of Person Doing Business with the County: Business Address: 5970 Greenwood Plaza Blvd., Greenwood Village, COPhone number of Person Doing Business with the County: Business: 303-751-0741Email address of Person Doing Business with the County: Contact Person: doug.jacoby@merrick.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Doug Jacoby, Vice President of Geomatics; Phone: 303-353-3903; Email: doug.jacoby@merrick.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: RFP No. 2050-18294

/ Contract No. 2050-18294

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ \$4,709,241.26

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: James McGuire, Sr. Contract Negotiator

Email: James.McGuire@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Todd Schuble, Director of GIS, Bureau of Technology

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- ☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- ☒ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A

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

- ☐ The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	N/A	N/A	N/A

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

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

Date

5 Dec 23

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"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 Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. 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. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2050-18294

County Using Agency (requesting Procurement): Cook County Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Merrick & Company

Substantial Owner Complete Name: _____

FEIN# 84-0499702

Date of Birth: N/A

E-mail address: doug.jacoby@merrick.com

Street Address: 5970 Greenwood Plaza Blvd.

City: Greenwood Village State: CO Zip: 80111

Home Phone:

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*

No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*

No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*

No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*

No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*

No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: [Signature] Date: 5 Dec 25

Name of Person signing (Print): Christopher Sherry Title: CEO

Subscribed and sworn to before me this 5 day of December, 2023

X

Notary Public Signature

Notary Seal LINDA DIANE BABER

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

NOTARY PUBLIC

STATE OF COLORADO

NOTARY ID 20224010688

MY COMMISSION EXPIRES 03/16/2026

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

Execution by Corporation

Merrick & Company

Corporation's Name

303-751-0741

Telephone

Secretary Signature

President's Printed Name and Signature

chris.sherry@merrick.com

Email

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

* Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

5 day of Dec, 2023

Notary Public Signature

My commission expires:

Notary Seal

LINDA DIANE BABER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224010688

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.