

PROFESSIONAL SERVICES AGREEMENT

ORTHOPHOTOGRAPHY AND OBLIQUE IMAGERY CAPTURE

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY BUREAU OF TECHNOLOGY - GIS

AND

FUGRO USA LAND, INC.

CONTRACT NO. 2410-06134
PURCHASE ORDER NO. 70000376705

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Information Technology Special Conditions
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 8	Economic Disclosure Statement

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” and Fugro USA Land, Inc., doing business as a Corporation of the State of Texas hereinafter referred to as “Consultant”, pursuant to authorization by the Cook County Board of Commissioners on November 20, 2025, as evidenced by Board Authorization letter attached hereto as EXHIBIT “6”.

BACKGROUND

The County of Cook issued a Request for Proposals “RFP” for Orthophotography and Oblique Imagery Capture. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

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

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

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

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

c) Incorporation of Exhibits

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

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Information Technology Special Conditions
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 8	Economic Disclosure Statement

d) Order of Precedence

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Professional Services Agreement shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Information Technology Special Conditions
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 8	Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

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

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

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

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

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

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

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

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

iii) Salaries and Wages

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third-party beneficiary rights.

e) Minority and Women Owned Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267

through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 4. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

The Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

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

The Consultant shall require all Subcontractors to provide the insurance required in this Contract, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of
\$1,000,000 each Accident
\$1,000,000 each Employee
\$1,000,000 Policy Limit for Disease

(b) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Completed Operations Aggregate	\$2,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;

(4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired, and non-owned vehicles with a limit no less than \$3,000,000 per accident.

(d) **Excess/Umbrella Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: \$1,000,000

(e) **Professional Liability (Errors & Omissions)**

The Consultant shall secure insurance appropriate to the Consultant's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Consultant's obligations under this Contract and shall have a limit of liability of not less than \$1,000,000 per claim.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition, or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(b) **Insurance Notices**

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

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized

representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

“Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on December 1, 2025, ("**Effective Date**") and continue until November 30, 2028, or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

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

d) Non-Appropriation

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

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise

agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;

- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) **Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the

Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
AND RIGHT TO OFFSET**

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;

- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the

termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$200,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount beyond \$200,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following.

1. Interest of Members of or Delegates to the United States Congress
In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.
2. False or Fraudulent Statements and Claims
 - (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the

penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

- (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

- (a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
- (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without

the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

- (c) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended,

42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

- (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities (“List”), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
 - (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247 253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
- 7. No Exclusionary or Discriminatory Specifications
Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.
- 8. No Federal Government Obligations to Third Parties
The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.
- 9. Allowable Costs
Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A 87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.
- 10. Trade Restrictions
Contractor certifies that neither it nor any Subcontractor:
 - (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice to Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

11. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926.

12. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the “Copyright Act”), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them.

Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

13. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

14. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating

is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))
All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each

contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17. **Rights to Inventions Made Under a Contract or Agreement**
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
18. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended**
Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
19. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**
Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
20. **Debarment and Suspension (E.O.s 12549 and 12689)**
No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase

threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

21. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Bureau of Technology
GIS Division
161 N. Clark Street, Suite 800
Chicago, Illinois 60602
Attention: Department Director

and

Cook County Chief Procurement Officer
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(Include County Contract Number on all notices)

If to Consultant: Fugro USA Land, Inc.
13501 Katy Freeway, Suite 1050
Houston, TX 77079
Attention: Dwayne Janecek

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1

Statement of Work



Orthophotography and Oblique Imagery Capture

Updated Scope of Work

272145 04 | August 18, 2025

Cook County Government



Document Control

Document Information

Project Title	Orthophotography and Oblique Imagery Capture
Document Title	Orthophotography and Oblique Imagery Capture
Fugro Document No.	272145
Issue Number	04
Issue Status	Final
Fugro Legal Entity	Fugro USA Land, Inc.
Issuing Office Address	13501 Katy Freeway, Suite 1050, Houston, TX 77079

Client Information

Client	Cook County Government
Client Address	161 North Clark, Suite 2300, Chicago, IL 60601
Client Contact	Todd Schuble
Client Document No.	2410-06134

Revision History

Issue	Date	Status	Comments on Content	Prepared By	Checked By	Approved By
00	3/24/2025	Draft		HL	HG	KO
01	4/22/2025	Final		HL	HG	KO
02	7/14/2025	Final	Updated SOW as requested by County	HG	HG	KO
03	7/30/2025	Final	Updated SOW per County request	HG	HG	KO
04	8/13/2025	Final	Addressed questions provided by County	HG	HG	KO

Project Team

Initials	Name	Role
HG	Heather Geyer	Technical and Business Development Manager
KO	Keith Owens	Commercial Director
BB	Breanna Brown	Proposal Manager
HL	Heassam Lavassani	Proposal Coordinator
BD	Benjamin Downey	Project Manager

Welcome

Cook County's geospatial program plays a vital role in supporting planning, infrastructure management, property assessment, public safety, and environmental monitoring. To continue enhancing these services, Fugro is pleased to submit this updated Scope of Work, which reflects additional clarifications and requests submitted by the County.

We have incorporated the following updates into this revised scope:

- **Land Use Class Definitions:** Expanded descriptions have been provided for each land use class to clarify the types of features and characteristics included in each category.
- **Accuracy Assessment:** A methodology for evaluating the accuracy of land use classifications has been included, along with expected accuracy thresholds.
- **Metadata Schema:** Proposed FGDC-compliant metadata schemas have been developed for orthoimagery, oblique imagery, and land use/building footprint layers. These are included as Appendices 1, 2, and 3, respectively. Fugro also intends to deliver metadata in the schema provided by the County and will collaborate to refine these as needed.
- **QA/QC Review Period:** The QA/QC review period for land use output has been extended from 14 days to 30 days to allow sufficient time for County review.
- **Flight Capture Deadline:** The annual flight capture end date has been adjusted from May 6 to May 1 to align with the County's expectations.
- **Project Start Date:** The official project start date has been updated to December 1, 2025, per the County's request.
- **2D Land Cover Format:** The 2D land cover dataset will be delivered as a single feature class containing 21 distinct class codes, rather than as separate layers.
- **Change Detection:** Change detection will be delivered as a separate feature class within the LULC geodatabase, identifying building footprints as Added, Removed, Modified, or No Change. Fugro will work with the County to support further analysis if requested.
- **3D Model Deliverables:** The 3D mesh model will be delivered in Esri i3s / Scene Layer Package (SLPK) format, along with one additional non-Esri format to be selected by the County (e.g., 3DML or Cesium 3D Tiles). Additional formats such as DAE, OBJ, and OSGB can be exported upon request and delivered via hard drive.
- **SIMmetry Viewer:** Fugro's SIMmetry oblique imagery viewer is compatible with both ArcGIS Pro and ArcMap. Fugro will provide an initial allotment of 100 user seats and offers flexible account management options, including County-administered access.
- **Payment Plan:** A proposed pricing methodology and invoicing approach has been described and outlined in the Pricing section (see page 26) and in the updated Exhibit IV (see the Deliverables Tracking Log tab).

- **Projection/Coordinate System:** Per the County's request, Fugro will use EPSG: 6455 – NAD_1983_2011_StatePlane_Illinois_East_FIPS_1201_Ft_US for all future captures to ensure consistency.
- **Updated Tile Boundary Definition:** The County has provided a new shapefile that extends the tile boundary to 1.75 miles from the County border.

The updated shapefile has expanded the project area, resulting in an increase in total square mileage, the number of required flight lines, and total data volume. This has led to a corresponding adjustment in the project cost to account for the additional flight lines, extended coverage, and increased data processing and hosting requirements.

We have included all relevant updates in this newly revised Scope of Work. We look forward to your feedback and to continuing our successful collaboration on this project. For further discussion, please contact Heather Geyer, Technical and Business Development Manager, at +1 914-213-3855 or h.geyer@fugro.com.

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1. Proposed Plan of Action, Implementation, and Solution

1.1 Project Understanding and Recommended Approach

Fugro has thoroughly reviewed RFP No. 2410-06134 and understands Cook County's requirements. Imagery acquisition will occur annually during the leaf-off season for the concurrent capture of 4-band (R, G, B, IR) and 3-inch GSD oblique and nadir imagery. We've incorporated tighter spacing of flight lines and increased firing of the camera compared to traditional aerial surveys, ensuring sufficient redundancy between successive images. The imagery will cover the entire County plus a 1.75-mile buffer, totaling approximately 1288.88 square miles. Surveying services by David Mason and Associates will ensure accurate ground control.

Fugro will utilize our PhotoMesh technique to process the collected data into high-quality true-ortho and oblique imagery over the entire County. This process also includes the production of a 3D model, which Fugro will provide to the County free of charge. The County will have full ownership rights to all deliverables.

Fugro has assigned our highly qualified and experienced Project Manager, Benjamin Downey, to lead Fugro's efforts for Cook County. Mr. Downey will ensure effective planning, management, and delivery of the project deliverables with transparency in scope, schedule, resourcing, and finance while aiming for the County's full satisfaction, regulatory compliance, efficient operations, and financial success.

The plan includes three phases: Phase One (Project Initiation and Assessment), Phase Two (Pilot), and Phase Three (Production). Our plan is developed in coordination with Fugro's technical staff across various departments (data acquisition, positioning, processing, and quality control) and our teaming partner, David Mason and Associates.

1.2 Phase One: Project Initiation and Assessment

In Phase One, Fugro will collaborate with Cook County to draft a comprehensive project plan manual. Together, they will select the pilot project area for Phase Two, ensuring it encompasses all distinctive project characteristics. Project Manager Benjamin Downey will coordinate meetings with the County to review and refine the project plan before kickoff.

An initial review of the project area has been completed to assess complexity and required effort. Fugro's PSC team, in coordination with David Mason and Associates, has plotted ground control locations, flight lines, and delivery tiles against the project boundary, estimating necessary equipment and man hours.

1.2.1 Planning Statistics

Table 1.1 Cook County Ortho and Oblique Imagery Project Planning

Acquisition Timeframe:	Late Winter 2025/Early Spring 2026
Sun Angle:	>30 degrees
Tilt:	Fugro imagery cameras are mounted in a vertical position and will meet the required limits for tilt as detailed below: Any tilt on the imagery: < four degrees (4°) Relative tilt between images or strips: < six degrees (6°). In any 16km (10 mile) section of a flight line: < two degrees (2°) on average Entire Project: < one degree (1°) on average
Environmental Conditions During Acquisition:	Leaf-off season when the ground is not obscured by snow, haze, fog, or dust or when cloud shadows appear on no more than five percent of the area in any one photo.
Forward Overlap:	80%
Side lap:	70%
Flight Altitude:	5435 AMT (ft)
Airborne GPS	Camera position (latitude, longitude, and elevation) will be recorded with airborne GPS. Airborne GPS data will be differentially corrected and organized as individual datasets grouped by corresponding flight line. Differentially corrected airborne GPS positional data will be stored on portable media, in a non-proprietary format.
IMU Orientation Exterior	The RMSE of the adjusted IMU data will not exceed 0.3m and will be used to ensure accuracy.
Projection	All data will be delivered in EPSG:6455 (NAD 1983 2011 State Plane Illinois East FIPS 1201, US Survey Feet) with vertical referencing to NAVD88 using Geoid18.

Table 1.2: Flight Planning Statistics

Area	Area Size Sq. Mi.	Image Resolution	Flying Altitude AGL	Flight Lines	Lines Miles	Estimated Lifts	Ground Control
Cook County	1288.88	3"	5435 AMT (ft)	110	3021.73	7	20

1.2.2 Flight Planning

Fugro uses a proprietary CAD-based application developed in 1996 (J-Flight) that uses a height model within the project limits to generate 3D flight lines ensuring that data resolution and lateral overlaps remain within the required tolerances. The software focuses attention to areas of large relief and indicates where adjustments of flight parameters or breaks in flight lines are necessary to maintain imagery resolution and coverage with no data gaps.

The digital files created by J-Flight are compatible with the on-board Flight Control Management System (FCMS) used during operation of the acquisition system.

In accordance with Fugro's ISO9001:2015 certified quality management system, copies of the acquisition plans will be reviewed by our Project Manager and submitted to the County for approval prior to initiation of the acquisition. The accompanying shapefile for the plan will include:

- The acquisition block reference
- Mission number
- Design altitude
- Direction of flight per line
- Sensor ID and description
- Proposed date of flight

1.3 Phase Two: Pilot

With the County's approval, Fugro and David Mason and Associates will mobilize to the project area to commence the ground control survey and initial imagery acquisition.

Finalized technical specifications and flight plan layouts will be conveyed to Fugro's flight operations department. All technical aspects of deliverables will be reviewed to ensure project goals are met. Acquisition considerations such as airspace restrictions, airport accessibility, terrain, weather patterns, and special project needs are addressed. Final ground and aircrew safety protocols are confirmed, and the flight crew mobilizes to the project area.

Fugro will provide the pilot data to the County for review, feedback, and approval. This collaborative effort ensures that any issues are identified and addressed early in the project. Upon the County's acceptance of the pilot data, Fugro will proceed to Phase Three, continuing the imagery collection for the remaining project area.

1.3.1 Ground Control

Our teaming partner, David Mason and Associates, will provide all ground control survey services to ensure the accuracy and quality of the Geo-data meet all minimum industry standards for the products delivered. All ground control surveying activities will be performed under the supervision of, and signed off by, a professional land surveyor (PLS) licensed in the state of Illinois.

Fugro will carefully review and finalize flight plans with ground control layouts and production blocks to verify the approach is the most efficient and accurate way to meet the specifications. Quality control checks include a review of the ground control layout in relation to flight lines, production blocks, and product accuracies.

1.3.1.1 Ground Control Mobilization

Cook County's extensive history with supporting its GIS and imagery needs has resulted in a significant amount of photo-identifiable (PID) control locations suitable for aerotriangulation and accuracy assessment. As a cost-saving measure, we intend to utilize as much of this PID control as possible, assuming it is recoverable and high quality. Initial field reconnaissance will identify these existing control monuments to determine if they are suitable for use. This field reconnaissance will also be used to determine new accessible GPS visible monument locations.

Should more ground control be required, the surveying team will select locations for control points using the approved control layout design. A standard photo control recovery form will be prepared for each new control point established to aid in future identification (digital photograph will be taken of each control point). This information will be used to assist in populating the standard survey monument recovery sheet for each permanent monument in the network. Survey crews will

use a uniform procedure to document new control, which will facilitate record keeping and metadata preparation.

Prior to the mobilization of aircraft, the survey project manager will coordinate the targeting and acquisition of all positions required. For targets selected on hard surfaces, the preference is to use permanent photo identifiable locations or to paint the target as this provides the most permanence and is most likely to be highly visible during the flight. Targets (if required) are established with a PK Nail or rebar and in the form of a +, T or Y. Panels to support imagery production will be set with panel legs to the appropriate size for the requested pixel resolution (or GSD); panel locations will be periodically inspected and repaired. Once aerial photography is complete and approved, crews will be dispatched to remove any temporary targets in a timely manner.

Once the monumentation and control identification process is complete, GPS vector measurements will begin. Mission planning for each day's observation schedule is coordinated by the survey project manager. This planning includes scheduled observation time and duration and required travel time buffers for the GPS survey crew. When variable height tripods are used, survey crews record a minimum of two antenna height offsets for each observation to verify the vertical positions of each monument surveyed. Redundant observations are also included in the network configuration to provide a robust network adjustment.

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.

We 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.

1.3.2 Fixed Wing Aerial Data Mobilization

Fugro's project manager, project planners, aviation supervisors, and technical staff will conduct an internal project evaluation to review the details of the project prior to mobilizing crews to the project site. This final quality control check compares the results of the kick-off meeting with Fugro's project design (flight plans, project boundaries, tile layouts, etc.). Once complete, the finalized project plans are distributed to the appropriate departments, and mobilization of aircraft, sensor(s), and flight crew(s) is scheduled.

1.3.3 Data Acquisition Communication

Communication is vital when organizing and executing flight operations between the production offices, flight department and local airspace owners. This includes up-front details on project specifications, flight statistics, schedule, and deliverables.

The flight operations department organizes detailed flight maps overlaid on airspace charts to be used for daily communication with air traffic control, Military Operations Areas (MOA), restricted airspaces and local airports. Prior to the data acquisition, the pilot in command sends each airspace owner a flight chart with flight lines (and line numbers) displayed to communicate the crew's objectives for the day.

1.3.4 Weather Monitoring

Daily flight operation components include accurate weather predictions, proper communication, data collection efforts, project tracking, and quality control measures. Weather predictions and monitoring are conducted hourly by Fugro's aviation staff (pilots, sensor operators, managers, etc.) utilizing FAA weather sources (WSI PilotBrief Optima) for detailed analysis of weather patterns and the impact on each project. The weather analysis includes a review of the local monitoring stations, radar, visible satellite (for cloud cover), temperature, barometric pressure, winds aloft (wind speed and direction at flight altitude), and forecasts. Additional checks on multiple weather monitoring programs (NOAA, Weather Underground, Weather.com etc.) provide redundancy on predictions and forecasts which help attain the highest level of successful data capture.

1.3.5 Daily Data Collection Activities

Data collection activities consist of safety inspections of the aircraft, operational inspections of the sensors and the ability for the crew to successfully capture the data to the project specifications when weather and airspace present the opportunity.

At the end of each day's data collection, the sensor operator forwards the completed flight logs to the Aviation and Project Manager to update Fugro's Project Tracking system (Fugro Access). Fugro Access is available for all project participants, providing up-to-date project information, flight line status and acceptance.

Digital Geo-data from each sortie will be downloaded at our on-site base of operations and reviewed to verify data quality and complete project area coverage. Airborne GPS and IMU data will be field processed within 48 hours of acquisition to ensure that the GPS satellite geometry and IMU data will support the mapping accuracy requirements.

1.3.6 Aerial Data QC and Re-flights

Quality control measures are performed before the flight/acquisition crew(s) leaves the project area. Airborne GPS and IMU data are field processed to ensure that GPS satellite geometry and

IMU data will support the accuracy requirements. If any coverage or quality issues are identified, re-flights are called for immediately.

Upon confirmation that full coverage of the project area has been acquired and quality controlled, the data is transferred to one or more of Fugro's production facilities for processing.

1.3.7 Image Post Processing for Pilot Delivery

Fugro will define and submit for approval an area of interest that best represents the project ground cover type to be considered as the pilot tile area. The number of tiles will be coordinated to be sure the selected area gives the imagery reviewer a reference area sufficient to determine the image sample represent Cook County Government expectations.

Fugro will process these tiles using the same processing team, technical approach and quality control that would be applied to the overall project. The pilot area image post processing results can be provided on a hard drive or uploaded to Fugro Access (Fugro's online project tracking and imagery QC tool) for review.

1.3.8 Aerotriangulation (AT)

Fugro uses Skyline PhotoMesh, a cutting-edge photogrammetric software, to produce high-accuracy 3D models, orthos, DTMs, DSMs, and colorized point clouds. Success depends on capturing overlapping imagery from multiple angles.

There are four key steps in our AT workflow:

1. Input Preparation
 - a. Gather and validate camera calibration, GPS/IMU data, sensor specs, and ground control points to minimize unknowns and ensure data integrity.
2. Block Geometry & Tie Points
 - a. Visualize photo centers, generate tie points, and compute relative camera orientations. Ground control points are manually marked to refine accuracy and scale.
3. Bundle Block Adjustment
 - a. Perform iterative adjustments to optimize image alignment and orientation, achieving near pixel-level geo-referencing.
4. Quality Control
 - a. Inspect rectified image samples to detect errors, voids, or quality issues.

The outcome of this process produces market-leading geometric fidelity in oblique imagery and 3D models which are fully compatible with standard photogrammetric formats for seamless export and derivative product generation (e.g., stereo pairs, orthos, DTMs, point clouds).

1.3.9 Aerotriangulation (AT) Reporting

A full report on the methodology and results of the AT adjustment is prepared and delivered shortly after completion of this phase. The AT report includes:

- General Project Information
- Ground Control Coordinates
- AT Procedure
- AT Results
- AT Approvals and Contact Information

1.3.10 Orthorectified and Oblique Imagery Processing

PhotoMesh fully automates the generation of high-resolution, textured, 3D mesh models from standard 2D photographs using a process called Fusion. This process offers a significant reduction in time compared to traditional modeling methods. Fusion combines the PhotoMesh aerotriangulation results with the imagery, described in greater detail in the following subsections.



Figure 1.2: Photomesh Processing Workflow

1.3.10.1 Preparing for the Build

For optimal performance, photographs are divided into one or more collections, homogeneous groups of photographs, all taken by the same physical camera with identical focal length and dimensions. If a folder is added with photos that were taken by different cameras or with different focal lengths and dimensions, PhotoMesh will automatically place the photos in different collections using the photo file encoded exif metadata.

1.3.10.2 Managing Local and Remote Fusers

Fusers allow Fugro to share the demanding workload involved in processing the different build steps between several computers on the same network. The master computer utilizes the computing power of the network's computers by connecting to PhotoMesh fusers on production machines. The fuser operates as a copy of PhotoMesh on Fugro's machines, adding its resources to the build process.

PhotoMesh Build Manager keeps track of all build tasks and fusers, distributing tasks among the fusers and assigning new tasks as fusers complete their tasks and become available. Thus, if rebuilding a project, Fugro can start the build from a later stage by incorporating some of a previous build's results, and if building a preview model, Fugro is able to end the build after model creation or texturing if the results are acceptable.

1.3.10.3 Building the Mesh Model

PhotoMesh uses high-quality texturing and advanced color balancing to produce seamless, realistic models. Powerful compression algorithms avoid any unwanted loss of geometric accuracy. The calibrated results from the previous steps are used to correlate each pixel in 3D space, forming a point cloud. The correlation dynamically calculates the minimum number of matches required to generate the point and produces an optimal point cloud from the available data. Pixels falling in the overlap of two or more images taken from different positions are compared against each other, and where a match occurs a relationship in stereo is computed. Sophisticated edge-detection routines further augment the output by providing clean breakline geometry along edges and at corners, minimizing the melted or smudged appearance that plagues many 3D datasets. Water polygons containing 3D attributes are also factored in, applying targeted smoothing algorithms to generate flat even surfaces.



Figure 1.3: Edge-detection Routine Results over Washington D.C.

The generated 3D mesh models will be made available locally or published to remote clients using the Globe Server 3DML service. Combining any number of photographs, in a wide range of formats and resolutions, PhotoMesh generates highly detailed 3D models that can be viewed and queried

using SIMmetry (see Section 3.5) or other 3D and GIS products. The following is a list of available output formats to ensure compatibility with existing CAD and 3D solutions:

- 3DML – stream-optimized, high-resolution 3D Mesh Layer database for loading directly into SIMmetry and streaming with SFS.
- DAE – textured Collada model per build tile.
- OBJ – textured OBJ model per build tile.
- OSGB – multi resolution textured model for use in OpenSceneGraph.
- Esri i3s / Scene Layer Package (SLPK)
- Cesium 3D Tiles (B3DM)
- Orthophoto – a 4-band true-orthophoto that is created from the resulting textured mesh.
- DSM (Digital Surface Model) – an elevation model that includes all elevation data, including buildings and reconstructed objects in the mesh.
- DTM (Digital Terrain Model) – a bare-earth elevation model that excludes all above ground elevation data including buildings and reconstructed objects in the mesh.
- LAS – photogrammetrically-derived point cloud public file format for easy interchange of point cloud data.

1.3.10.4 3D Model Schema and Output Considerations

Skyline’s proprietary 3DML format does not have a publicly available XML or binary schema. However, it shares core characteristics with other standard 3D formats, including support for 3D geometry, texture/material definitions, and spatial georeferencing. A key advantage of 3DML is its internal pyramiding structure, which enables seamless rendering and efficient streaming—capabilities not supported by formats like OBJ.

To ensure optimal performance and manageability, Fugro recommends limiting individual 3DML files to 300–400 GB, which corresponds to approximately 100 square miles at 3-inch resolution.

For organizational efficiency, Fugro advises using a tiling or sub-boundary convention for the 3D mesh deliverables. This convention should be larger than the orthoimagery tile layout to avoid generating thousands of individual files. A tiling scheme based on larger grid dimensions or irregular sub-blocks (e.g., municipal boundaries) is recommended to streamline data handling and integration.



Figure 1.4: True Ortho of Cambria County, PA

1.3.10.5 Conversion of 4-Band Orthoimagery to Panchromatic

The conversion of 4-band orthoimagery to panchromatic imagery typically involves the following steps:

Band Combination: The red, green, and blue bands are combined to create a single grayscale image. This is done by averaging the pixel values of these three bands. The infrared band is usually excluded from this process as it does not contribute to the visible spectrum.

Contrast and Tonal Adjustment: The resulting grayscale image undergoes contrast and tonal adjustments to enhance the visual quality. This step ensures that the panchromatic image has the same level of detail and clarity as if it were originally captured in black-and-white. Adjustments are made to the brightness and contrast to achieve uniformity across the entire dataset.

Normalization: The grayscale image is normalized to ensure that the pixel values are within a specific range, typically 0 to 255. This step helps in maintaining consistency in the brightness and contrast levels across the entire image.

Quality Check: The final panchromatic image is reviewed to ensure that it meets the required quality standards. This includes checking for any artifacts, misalignments, or inconsistencies in the image.

By following these steps, the 4-band orthoimagery is effectively converted into high-quality panchromatic imagery, suitable for various applications.

1.3.11 Quality Assurance and Quality Control (QA/QC)

Our QA/QC approach for the orthophotography and oblique imagery capture project adheres to best practices and clearly identifies control tasks and testing. We've included the requirements and considerations provided by the County in Section 2.12.3 of the RFP. Fugro will coordinate with the County for review and approval of all QA/QC documentation and results.

This comprehensive six-step process ensures the highest quality of imagery data and includes:

- Data Transfer/Data Conversion
- GPS/IMU Processing
- Project Tracking and QC: Fugro Access
- Quality QC
- Coverage QC
- Final Assessment

1.3.11.1 Data Transfer/Data Conversion

- Raw data is delivered from the field and copied to a secure network.
- Raw data is converted from raw camera format to a usable/deliverable format.
- A second copy of the raw data is archived onto tape or hard drive.

1.3.11.2 GPS/IMU Processing

- Process differential airborne GPS with surveyed base station or continuously operating reference network using Applanix POSPac software.
- Process combined GPS/IMU smoothed best estimate of trajectory.
- QC results: Accept or rerun with different settings/values.
- Export .SBET solution file and GPS Event File.

1.3.11.3 Project Tracking and QC: Fugro Access

Fugro Access is a robust web application that provides both online project tracking and QC review tools.

The project tracking capabilities of Fugro Access make project-relevant milestones easily accessible to all project partners and is an excellent supplement to standard communication. Each day Fugro Access is updated with project-specific flight line and production status information for immediate review by project participants.

- **Project Tracking:** Daily updates on flight line and production status, accessible to all project partners.
- **Imagery Review:** Users can review aerial imagery, orthoimagery, and project-relevant shapefiles (boundaries, tiles, flight lines, seam lines) in a web browser.

- **Secure Access:** Lead Project Manager receives a secure login and password, with permissions to issue logins to other participants.
- **Data Navigation:** Users can mark areas of concern as attributed polygons, upload data to Fugro's server, or export as shapefiles for manager review.
- **Tile Status:** Tiles can be classified as:
 - For review
 - Awaiting Validation
 - Valid Issue
 - Invalid Issue
- **Issue Resolution:** Review calls are uploaded to the server or exported as shapefiles, Fugro corrects discrepancies and provides feedback

For more information on Fugro Access, please visit:
https://globe.fugro.com/documents/documents/Fugro_Access_user_manual.pdf

1.3.11.4 Quality QC

- Each image frame is viewed at monitor-scale in a proprietary viewer.
- The viewer works like a slideshow, flipping through each image in one-second intervals.
- Flag anomalies such as clouds, shadows, smoke, turbulence, over-saturation, glare, noise.
- Issues are flagged based on issue type and severity.
- Spot check several image frames from each camera to verify the accuracy of the GSD resolution.

1.3.11.5 Coverage QC

- Create frame footprints for each flight line of each camera using the GPS solution file, camera exposure event files, image frames, and a global DEM.
- Organize each set of footprints by "view" direction (Nadir, North, South, East, and West).
- Check footprints in ArcMap to verify full coverage and that there are no data gaps due to flight trajectory or terrain variations.

1.3.11.6 Final Assessment

- Use a master tracking sheet to organize the QA/QC results in a tabular format. The tracking sheet is in Microsoft Excel format and includes information such as flight date, flight ID, block ID, flight line ID, flight crew comments, production analyst comments, QC status, acceptance status, re-flight instructions.
- Update the master tracking spreadsheet after every acquisition, and then again after every QA/QC process step.
- Depending on the QA/QC status of the previous four steps, the data is either accepted and passed onto the next process or rejected and flagged for re-flight.

- Send email containing all the tracking information to a defined group which includes project managers, aviation managers, production analysts.

1.3.11.7 Expected Deliverables

- **QA/QC Documentation:** Detailed reports on each step of the QA/QC process.
- **Imagery Data:** High-quality orthophotography and oblique imagery free from defects.
- **Metadata:** FGDC-compliant metadata for all imagery and feature classes.
- **Issue Resolution Reports:** Documentation of discrepancies and resolutions.

1.3.11.8 Final QC Review

The project manager is responsible for conducting a final overview QC of all deliverables leaving the department. A review of the lead technician's QC, file management procedures, and delivery format and coverage are all checked a final time before a deliverable is sent out. Reporting of deliveries and submitting any QC reports is the direct responsibility of the project manager.

Some of the additional quality control routines that are incorporated into each phase of processing are:

- Peer reviews are conducted by the technicians during the entire process.
- The project manager consistently checks on quality during production.

1.3.12 Final Inspection and Formatting for Delivery

After a closing inspection, the finished product is packaged to the final projection and tile layout. The finishing department performs a 100% final visual check for quality prior to outputting the data to the designated media. The media is then inspected to confirm that there is no corruption within the data files and to confirm that all necessary data files are present. The project manager is responsible for conducting a final overview QC of all deliverables leaving the department. A review of the lead technician's QC, file management procedures, and delivery format and coverage are reviewed a final time before a deliverable is sent out. Reporting of deliveries and QC report submission is the direct responsibility of the project manager.

Fugro will provide the resulting pilot data to the County for review. Any feedback will be taken into account and updates to the data will be made and those updates will be recorded and incorporated in the project plan manual.

1.3.13 Metadata

Metadata records are developed to document each data deliverable in accordance with the FGDC Content Standard for Digital Geospatial Metadata (FGDC-STD-001-1998). Compliance with these guidelines will be verified using the MP metadata parser available on the FGDC web portal.

Metadata records will be peer reviewed to identify and correct any typographic or other errors not flagged by automated tools.

Fugro has developed proprietary automated metadata tools that greatly increase the speed and efficiency of metadata production. During the imagery production, a metadata master file is developed that has input and review from leads at all key phases of production. Once the master file has been submitted and approved by the customer it is used to propagate tile level metadata.

1.3.13.1 Metadata Schema

As part of our data delivery to Cook County, we have developed proposed FGDC-compliant metadata schemas for orthoimagery, oblique imagery, and land use/building footprint layers. These schemas are structured at the tile/project levels to promote consistency, traceability, and alignment with industry standards. In accordance with the County's specifications, we also intend to provide image-level metadata for the oblique imagery, as outlined in Exhibit III, which has been identified as a mandatory requirement. To support transparency and facilitate integration with the County's geospatial systems, we are including sample metadata schemas for each dataset type: Attachment 1 for ortho files, Attachment 2 for oblique files, and Attachment 3 for land use/building footprint layers. Assigned Project Manager, Benjamin Downey, will work collaboratively with the County to review and refine these schemas as needed to ensure they fully meet project requirements.

1.4 Phase Three: Production

1.4.1 Orthoimagery, Oblique Imagery, and 3D models

After review and acceptance of the pilot data by the County, the project will move on to Phase Three with the County's approval. Fugro will continue the collection and preparation of all remaining imagery for the project area, ensuring compliance with the County's specifications. Robust QA/QC procedures will be implemented to ensure the accuracy and completeness of the collected imagery, with thorough reviews and validations to maintain high standards of data integrity.

1.4.2 Feature Extraction and Change Detection

Fugro will utilize the newly acquired imagery for feature extraction and change detection. Feature extraction will include 2D land cover and advanced impervious surface mapping. Derived features will include:

- Buildings, driveways, parking, pavement, roads, sidewalks, decks, railways, bridges, heavily compacted surfaces, unpaved driveways, unpaved parking, unpaved roads, unpaved sidewalks, paved sports grounds, unpaved sports grounds, swimming pools, water, grass, forest, and bare land

Fugro will also utilize existing data to provide the County with change detection products identifying building footprints as:

- Added
- Removed
- Modified
- No Change

Fugro will deliver two files to Cook County: a "Delta" file that identifies all changes attributed to the features, and an updated feature layer that incorporates all changes without specifying removed features or old shapes of modified buildings.

Fugro will deliver the change detection dataset as a separate feature class within the Land Use/Land Cover (LULC) geodatabase. Fugro will also collaborate with Cook County to refine the change detection outputs if additional analysis or customization is requested.

1.4.2.1 Land Use Classification Definitions

The below land use classification system was developed to support spatial analysis and planning efforts in Cook County, Illinois. It defines and categorizes surface features based on their physical characteristics and functional use, aligning where possible with national standards such as the Anderson Land Use and Land Cover Classification System and the National Land Cover Database (NLCD). While these national systems provide a broad framework for land cover interpretation, this localized classification offers greater specificity for urban infrastructure, recreational areas, and transportation features commonly found in Cook County. The definitions below are intended to ensure consistency in data interpretation and facilitate integration with GIS and remote sensing workflows.

Table 1.3: Land Use Classification Definitions

Class Type	Definition
Building	Any structure greater than 100 sq ft
Driveway	Paved way near building
Parking Lot	Paved area adjacent to building
Pavement	Areas paved over with asphalt for walking/driving
Road	Paved ways used to pedestrian and vehicle traffic
Sidewalk	Paved ways used for walking
Deck	Areas attached to buildings
Railway	Railroad track with the gravel bed (where present)
Bridge	Elevated roads that facilitate transportation across physical obstacles
Heavily compacted surface	Any areas of packed earth
Unpaved driveway	Unpaved way near building

Unpaved parking	Unpaved area adjacent to building
Unpaved road	Unpaved way used for pedestrian and vehicle traffic
Unpaved sidewalk	Unpaved way used for walking, namely walking trails
Paved sports grounds	Paved surfaces used for sport (i.e. basketball or tennis court)
Unpaved sports grounds	Unpaved surfaces used for sport (i.e. football or baseball field)
Swimming pool	Manmade above and/or in-ground vessels of water used for recreation
Water	Hydrographic areas greater than 1 acre in size
Grass	Open areas of grass that do not fall into any above category
Forest	Wooded area
Bare land	Open areas with no vegetative cover which does not fall into any above category

1.4.2.2 Accuracy Assessment for Land Use Classes

During production, accuracy/precious scores will be generated for the AI-produced pixel-based outputs and will be used as a go/no-go base step before moving into a visual QC/manual intervention phase upon which the metrics for each condition/classification will be updated. This visual QC will be compared against the source imagery by an experienced imagery analyst. The QC will include checking that each feature that is greater than 100 sq ft is delineated in full and attributed according to an agreed upon list of features. Fugro will accurately map >95% of the input ortho pixels for Cook County with all features using the combined knowledge of our experienced AI and planimetric team.

1.5 Geodatabase Design

Fugro will develop an Esri file geodatabase design tailored for this project. The geodatabase will include the following feature classes:

- Control Survey:
 - Geodatabase Point Feature Class: Final set of project coordinates provided in Illinois East State Plane coordinates.
- Aerial Oblique Imagery:
 - Geodatabase Point Feature Class: Centers of each exposure.
 - Geodatabase Line Feature Class: Flight lines.
- Aerotriangulation:
 - Geodatabase Polygon Feature Class: Stereo model limits.
- Orthoimagery:
 - Geodatabase Point Feature Class: DEM used in support of the orthogonal rectification.

The design will adhere to the high-level conceptual geodatabase design strategy outlined in the RFP, ensuring it accommodates all proposed data layers. Fugro will incorporate pertinent data

integrity and topological requirements, tabular fields, and cartographic specifications to maintain the accuracy and reliability of the geodatabase.

Fugro anticipates that the structure and content of the final geodatabase design document will be similar to those developed for previous year's aerial imagery project contracts. The final document will be mutually agreed upon by Cook County and Fugro, ensuring it meets all standards and specifications required by the County.

This approach ensures that the geodatabase design aligns with Cook County's requirements and supports the project's GIS objectives effectively.

1.6 Final Deliverables

The successful completion of Phase Three will be marked by the delivery and acceptance of all required project deliverables, including orthoimagery, oblique imagery, 3D models, feature extraction and change detection products, and all associated metadata, meeting Cook County's specifications and standards.

- Control Survey
 - Survey report (sources, monuments, procedures, difficulties, actual accuracies) in ASCII format.
 - GPS data coordinates in ASCII format (FGCS Input Formats and Specifications).
 - Final project coordinates as a geodatabase point feature class (Illinois East State Plane coordinates).
 - Scanned field notes.
- Aerial Oblique Imagery
 - Preliminary flight diagram (approximate flight lines, image centers, project area outline).
 - Complete set of original, unprocessed images of aerial source DMC imagery.
 - Geodatabase point feature class of exposure centers.
 - Geodatabase line feature class of flight lines.
 - Product characterization report(s) for aerial sensors in ASCII format.
- Aerotriangulation
 - Report documenting quality and accuracy of analytical measurements (equipment, procedures, computer programs, RMS error summaries, ABGPS positional data, IMU sensor orientation data, statistical summary) in ASCII format.
 - Geodatabase polygon feature class of stereo model limits.
- Orthoimagery
 - Complete set of digital orthorectified images (three-inch GSD) in cloud optimized GeoTiff (COG) format (four-band 32-bit: R, G, B, NIR, and panchromatic).
 - Geodatabase point feature class of DEM used for orthogonal rectification.
 - Mosaicked image of all ortho tiles for the county.

- Geodatabase Design
 - Final conceptual and physical geodatabase design documents in Adobe PDF format.
- Metadata
 - FGDC-compliant metadata for each feature class and raster dataset delivered in HTML, XML and TXT file format
- Feature Extraction and Change Detection
 - 2D Land Cover with Advanced Impervious Surface vector dataset, including the following classes:
 - Buildings
 - Driveways
 - Parking
 - Pavement
 - Roads
 - Sidewalks
 - Decks
 - Railways
 - Bridges
 - Heavily compacted surfaces
 - Unpaved driveways
 - Unpaved parking
 - Unpaved roads
 - Unpaved sidewalks
 - Paved sports grounds
 - Unpaved sports grounds
 - Swimming pools
 - Water
 - Grass
 - Forest
 - Bare land
 - Change Detection Delta File identifying building footprint features as Added, Removed, Modified or Unchanged. Fugro will work with Cook County for further analysis if needed.
 - Updated 2D Land Cover Dataset incorporating all changes.
 - All datasets will be delivered as Esri file geodatabase feature classes (.gdb), with accompanying shapefiles (.shp) and GeoJSON (.geojson) formats available upon request. As requested by the County, the 2D land cover dataset will be provided as a single feature class containing 21 distinct class codes, rather than as separate layers.
 - FGDC-compliant metadata for each dataset in HTML, XML, and TXT formats.
- 3D Model Deliverables:
 - Fugro will include the following 3D mesh model formats as part of the final deliverables:

- Esri i3s / Scene Layer Package (SLPK) – For integration with ArcGIS
- One additional non-Esri format – to be selected by the County for broader distribution purposes (recommended options include 3DML for SIMmetry/SFS or Cesium 3D Tiles (B3DM) for web-based visualization), will also be provided.
- Additional formats—such as DAE (Collada), OBJ, and OSGB—can be exported upon request and delivered via hard drive. Fugro will coordinate with the County to determine which additional formats are needed.

1.7 Data Delivery

This data can be delivered by physically mailing hard drives of the data, through our Secure File Transfer service (Media Shuttle), or through AWS S3 Bucket.

The Fugro Media Shuttle is a SaaS solution for "hands on" accelerated transfer of large files. Combining the simplicity of online file sharing with enterprise-class acceleration, security, and control, it has no file size limits and can be accessed from any web browser. Fugro can create a private data sharing site the duration of the project. The site could be accessible through common web browsers at a unique address (e.g., <https://clientname.mediashuttle.com>).

Amazon S3 provides a simple web services interface that can be used to store and retrieve any amount of data, at any time, from anywhere on the web. Fugro would provide a dedicated S3 bucket with access credentials to the County for quick and easy data download.

1.8 Project Management

Fugro has assigned our highly qualified and experienced Project Manager, Benjamin Downey, to lead Fugro's efforts for Cook County. Mr. Downey will ensure effective planning, management, and delivery of the project deliverables with transparency in scope, schedule, resourcing, and finance while aiming for the County's full satisfaction, regulatory compliance, efficient operations, and financial success.

During the Kickoff Meeting, Mr. Downey will work with the County to define the detail to which reports are presented. Based on the SOW we, at a minimum, prepare the following reports, at a frequency determined in the kickoff meeting, during the execution of the project.

- Report on source data access
- Report on mobilization
- Report during acquisition until completion
- Report during post processing until completion
- Report on delivery of products and percentage of completion of project phase according to schedule

1.9 Project Schedule

Fugro has developed a comprehensive project schedule that outlines all tasks and major milestones required for the successful completion of Cook County's Orthophotography and Oblique Imagery Capture project. While comprehensive, the following schedule is tentative. Following contract award and during Phase One, Fugro will coordinate with the County to finalize in writing all major milestones and deliverable dates to County specifications.

In addition to the work outlined below for Year 1, Fugro will replicate required reiterative activities—including acquisition, processing, and delivery of orthoimagery, oblique imagery, and associated datasets and deliverables—in Years 2 and 3 of the contract (2027 and 2028). All deliverables will follow the same specifications and quality standards established for the initial year. Prior to the start of Year 2 and Year 3 of the contract, Fugro and County will agree in writing to a project schedule for the upcoming year that includes the relevant Start and Finish dates for all tasks and major milestones for that year.

Table 1.4: Project Schedule

Task Item	Start	Finish
Notice to Proceed / Contract Award	12/1/2025	12/1/2025
Phase One: Project Initiation and Assessment	12/3/2025	12/3/2025
Project initialization meeting with the County (anticipated)	12/3/2025	12/3/2025
Project plan, flight plan, and project layout design	12/8/2025	12/8/2025
Delivery of project plan, flight plan, and project layout design	12/15/2025	12/15/2025
Project plan, flight plan, and project layout design approved by the County	1/5/2026	1/5/2026
Pilot AOI selection	3/6/2026	3/6/2026
Receive existing DTM data from the customer (anticipated)	3/9/2026	3/9/2026
Production Kickoff Meeting	3/12/2026	3/12/2026
Data Acquisition	3/5/2026	5/1/2026
Imagery data acquisition (weather and ground condition dependent)	3/15/2026	4/15/2026
Ground control survey	3/5/2026	4/5/2026
GPS/IMU processing	3/19/2026	4/20/2026
Data ingest and acquisition QC	3/19/2026	5/1/2026
Phase Two: Pilot	5/4/2026	6/12/2026
Pilot area processing	5/7/2026	5/21/2026
Pilot data delivery	5/22/2026	5/22/2026
Product and procedure review by the County	5/25/2026	6/5/2026
Pilot review meeting with the County	6/8/2026	6/8/2026
Review and finalize project delivery schedule	6/8/2026	6/12/2026
Resubmit pilot if necessary	6/12/2026	6/12/2026

Phase Three: Production	3/19/2026	8/12/2026
Data processing	3/19/2026	6/12/2026
Aerotriangulation (AT)	5/7/2026	5/18/2026
Oblique image processing	5/19/2026	6/12/2026
Orthoimagery generation	5/19/2026	6/12/2026
Oblique image internal QC	6/15/2026	6/26/2026
Ortho image internal QC	6/15/2026	6/26/2026
Metadata and reports generation	6/15/2026	6/26/2026
Delivery of orthos and oblique images, project layouts, reports and metadata	6/29/2026	6/29/2026
Customer QC of orthos and oblique images (anticipated)	6/29/2026	7/28/2026
Final delivery of ortho and oblique images	8/12/2026	8/12/2026
Feature Extraction and Change Detection Processing	7/28/2026	10/6/2026
2D Land Cover with Advanced Impervious Surface Feature Extraction	7/28/2026	9/1/2026
Customer QC of Feature Extraction (anticipated)	9/1/2026	9/30/2026
Change Detection Processing	9/30/2026	10/21/2026
Final Delivery of Feature Extraction and Change Detection Products	10/21/2026	10/21/2026

2. Additional Services

2.1 Cloud-Based Hosting Services

The County is seeking an optional data hosting solution for the data acquired and processed through the above workflows. Fugro is recommending the use of Amazon S3 which will support the storage and accessibility of these large datasets, ensuring efficient and secure management. Pricing has been provided on a separate

2.1.1 Data Storage:

Amazon S3: Utilized for storing raw and processed imagery data. S3 provides scalable storage, ensuring that large volumes of data can be accommodated without performance degradation. It offers high durability and availability, making it ideal for storing critical geospatial data.

2.1.2 Benefits

Scalability: Amazon S3 provides the ability to scale storage resources based on demand, ensuring that Cook County can handle increasing volumes of data without performance issues.

Cost Efficiency: S3 offers cost-effective storage solutions, allowing Cook County to manage large datasets economically.

Security: Amazon S3 includes robust security features, such as encryption and access control, ensuring that Cook County’s data is protected against unauthorized access.

Accessibility: S3 enables easy access to data for internal and external stakeholders, supporting Cook County’s goal of providing public access to geospatial data.

2.1.3 Implementation Considerations

Data Migration: Planning for the migration of existing datasets to Amazon S3, ensuring minimal disruption to ongoing operations.

Integration: Ensuring seamless integration with Cook County’s existing GIS software and workflows.

2.2 Fugro’s Oblique Imagery Viewer: Fugro SIMmetry

Fugro SIMmetry provides robust capabilities for image viewing and exploitation by combining visualization of nadir and oblique imagery on common web-based tools (desktop and mobile devices) like Chrome, Internet Explorer, Firefox, and Safari. Functionalities includes:

Table 2.1: Fugro SIMmetry Capabilities

<ul style="list-style-type: none"> ■ Visualize and rotate all positioned oblique and nadir views ■ Visualize and measure on orthoimagery ■ Manage users and accessibility ■ Search and navigate address locations ■ View image metadata ■ (frame ID, view direction, geo center coordinate, date flown, resolution) ■ Create point ■ Create horizontal line and measurement 	<ul style="list-style-type: none"> ■ Create vertical line and measurement ■ Create area polygon and measurement ■ Create façade polygon and measurement ■ Create 3D Polygon and measurement ■ Create 3D Line and measurement (includes slope) ■ Organize graphic list and navigation to existing/drawn graphics ■ Synchronize graphics with other users 	<ul style="list-style-type: none"> ■ Visualize reference map ■ Save and export image and measure report in a PDF format ■ Save and export map image in a PNG format ■ Save and export graphics and measurements in a KML format ■ Display additional (legacy) oblique imagery and views (view area from two perspectives) ■ Manage and synchronize with existing GIS layers, label and query ■ Change units of measure (metric and standard)
---	--	---

SIMmetry’s oblique imagery viewer allows users to navigate through thousands of images in an organized way to analyze areas at the desktop. The functionality of the system makes it easy for users to view, measure and report property information quickly and accurately. Information may include property condition reporting, assessment, and estimating.

2.2.1 Oblique Imagery Plug-in and Oriented Imagery

Fugro’s SIMmetry oblique imagery viewer is compatible with both ArcGIS Pro and ArcMap, enabling seamless viewing of oblique imagery within the Esri desktop environment.

The ArcMap add-in supports full viewing and measurement capabilities. The ArcGIS Pro add-in, however, is currently view-only and does not support measurement tools. Both add-ins allow users to synchronize the oblique view with the map view, and the ArcGIS Pro version additionally supports synchronization with 3D scenes.

Using an appropriate DEM, Fugro can generate and deliver metadata that enables Cook County to create an oriented imagery dataset within the Esri ecosystem.

2.2.2 SIMmetry Licensing and Account Management

Fugro has included an initial allotment of 100 user seats for the SIMmetry oblique imagery viewer as part of the project pricing (see the Additional Products & Services tab in Exhibit IV_Updated_Cook County Updated Pricing Proposal with DTL). Additional seats can be provisioned upon request by the County.

To support flexible account management, Fugro offers two options:

- Fugro can manage user accounts on behalf of the County, including setup and maintenance.
- Alternatively, Fugro can provide an administrative account to the County, enabling internal management of SIMmetry user accounts and permissions.

3. Pricing

Fugro has provided updated pricing in the attached **Exhibit IV – Cook County Updated Pricing Proposal with DTL**. This updated Exhibit IV outlines revised pricing for the acquisition and processing of ortho and oblique imagery as well as cloud-based hosting. Additionally, we have included a Deliverables Tracking Log tab that details our proposed schedule for invoicing and payment.

3.1 Updated Pricing

Cook County's provision of an updated shapefile, which extends beyond the original boundary, has necessitated adjustments to our flight planning and data processing scope. Specifically, the number of required flight lines has increased from 104 to 110, resulting in an expansion of the total project area from 1,264.65 to 1,288.88 square miles and an increase in total flight line mileage from 2,559.32 to 3,021.73 miles. This expanded coverage also increases the volume of data to be processed and hosted: oblique imagery has grown from 4,102.48 GB to 4,339.25 GB, 3D models from 410.25 GB to 433.92 GB, and true orthos from 3,022.53 GB to 4,073.62 GB. These changes have led to a modest adjustment in acquisition and processing costs, along with a slight increase in cloud-based hosting. The revised pricing reflects the additional flight lines, extended flight mileage, and increased data volume required to fully capture and deliver the expanded project

area and host the resulting data products. We remain committed to transparency and collaboration and are available to discuss any aspect of this update with the County.

3.2 Proposed Pricing Methodology and Invoicing Approach

Fugro is proposing a fixed-fee, milestone-based payment structure aligned with the County's preference for invoicing upon acceptance of specific deliverables. This approach ensures transparency and ties payment to County-approved progress rather than time and materials.

To support this, we have provided a tentative Deliverable Tracking Log (please see attached and updated Exhibit IV, Deliverables Tracking Log tab) that outlines key milestones, associated deliverables, and anticipated delivery dates. Once finalized with the County's approval, this log will serve as the basis for monthly invoicing, with invoices submitted only for deliverables that have been reviewed and accepted by the County during that billing period.

If a deliverable is delayed due to County review or other mutually agreed circumstances, we propose invoicing based on a percentage of completion, subject to County approval.

The project includes multiple deliverable types—such as initial imagery, orthophotos, oblique imagery, and feature extraction products. Each will be clearly itemized in the invoice schedule, with payment requested upon County acceptance of each major phase:

Fugro will collaborate with the County to finalize a mutually agreeable invoice and payment schedule based on the provided task timeline.

4. Key Personnel

4.1 Team Organization Chart

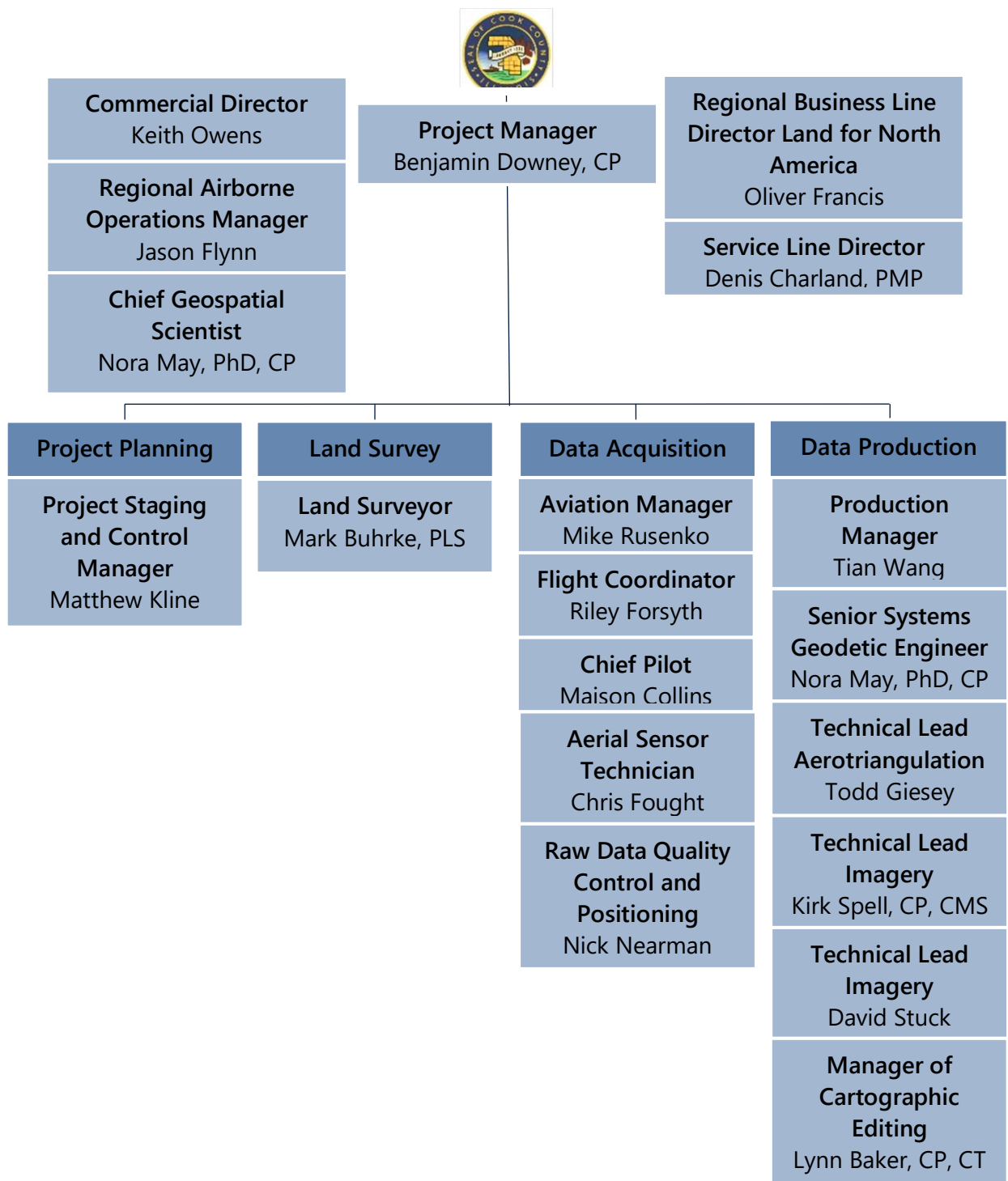


Figure 2.1: Team Organization Chart

5. Appendix 1: Sample Orthoimagery Metadata Schema

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the Urban Mapper 2 sensor. Geographic Extent: Cook County data of 1000 square meters.
Dataset Description: This sample project called for the planning, acquisition,processing, and
derivative products of imagery data to be collected at a ground sample distance (GSD) of 25 cm.
The data were developed based on a horizontal projection/datum of NAD 1983 2011 UTM Zone
17N, Meter. Imagery data were formatted to 4 stereo strips. Ground Conditions: Imagery was
collected in early in 2025, while rivers were at or below normal levels. This dataset consist of one
area (1000 by 1000 meters).</abstract>
      <purpose>The unprocessed imagery may be used to collect, measure, and analyze data by
means of photo interpretation, image processing and geographic information systems (GIS)
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        The imagery data was collected at a ground sample distance (GSD) of 25 cm. The data were developed based on a horizontal projection/datum of NAD 1983 2011 UTM Zone 17N, Meter.
        The aerotriangulation, color balancing, ortho-rectification and mosaicking was performed inside of the Catalyst platform. The final image mosaic was be packaged into the pilot tiling scheme and delivered in uncompressed, tiled, ArcGIS readable, GeoTIFF file format. The final

```

Geotiff files were then used to generate a compressed mosaic in MRSID format with a compression ratio of 20:1

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6. Appendix 2: Sample Oblique Metadata Schema

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      <purpose>The oblique data may be used to collect, measure, and analyze data by means of photo interpretation, image processing and geographic information systems (GIS) technologies.</purpose>
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    using "On the Fly" (OTF) integer ambiguity resolution. The GPS data was processed
    with forward and
      reverse processing algorithms. The results from each process, using the data collected at the
      local airport, were combined to yield a single fixed integer phase differential solution of the
      aircraft
  
```

trajectory. The differences between the forward to reverse solution within the project area were within project specifications ($\leq 10\text{cm}$) in both the horizontal and vertical components, indicating

a valid and accurate solution. An IMU was used to record precise changes in position and orientation of the MiDAS Digital Camera System. All IMU data was processed post flight with a filter to

integrate inertial measurements and precise phase differential GPS positions. The resulting solution contains geodetic position, omega, phi, kappa, and time for digital image processing.</attracc>

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coverage. Using proprietary software package the GPS data was differentially processed
  against a base station. After the differential GPS solution was checked and verified the
program was used to compute an integrated GPS/IMU navigation solution at one-second
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7. Appendix 3: Sample Landuse/Building Footprint Metadata Schema

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        <geoform>Remote Sensing Image</geoform>
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          <pubplace>Sample Location</pubplace>
          <publish>Sample Publisher</publish>
        </pubinfo>
      </citeinfo>
    </citation>
    <descript>
      <abstract>Product: This data set is classified ortho imagery using the Urban Mapper 2
      sensor. Geographic Extent: Cook County data of 1000 square meters. Dataset Description: This
      sample project called for the planning, acquisition, processing, and derivative products of
      imagery data to be collected at a ground sample distance (GSD) of 25 cm. The data were
      developed based on a horizontal projection/datum of NAD 1983 2011 UTM Zone 17N, Meter.
      Imagery data were formatted to 4 stereo strips. Ground Conditions: Imagery was collected in
      early in 2025, while rivers were at or below normal levels. This dataset consist of one area (1000
      by 1000 meters).</abstract>
      <purpose>The imagery may be used to collect, measure, and analyze data by means of
      photo interpretation, image processing and geographic information systems (GIS)
      technologies.</purpose>
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  <native>OS Independent</native>
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  <logic>All imagery is assumed to be of a quality to meet contract specifications.</logic>
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cover, cloud shadows, smoke, haze, artifacts and/or anomalies. Imagery is inspected for full
coverage of the AOI.</complete>
  <posacc>
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      <horizpar>The resulting dataset will be verified such that 95% of the input
orthoimagery pixels are classified properly.</horizpar>

```

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Fugro's approach to the Advanced Impervious process begins with accurate imagery collected and processed by Fugro to ensure source data accuracy.

After the imagery passes through various QC and accuracy checks, we then will begin interpreting pixels based on a set of rules and criteria.

This will be run with Fugro's Geo AI team. This data will be checked after each run and the ruleset will be refined based on accuracy statistics.

After this raster dataset passes these checks, Fugro will then go through a manual QC procedure and fix errors that the AI rules missed.

The resulting dataset will be verified such that 95 percent of the input orthoimagery pixels are classified properly.

```

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```

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 <enttyp>
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```

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EXHIBIT 2

Schedule of Compensation

COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer
Orthophotography and Oblique Imagery Capture

Description of Services for Orthoimagery Acquisition	Billing	Year One (1)				Year Two (2)			Year Three (3)			Total Three-Year	Optional Year One (1)			Optional Year Two (2)			Total Optional	GRAND TOTAL
		Hourly Rate	Expected Number	Annual Cost Year	Hourly Rate	Expected Number	Annual Cost	Hourly Rate	Expected Number	Annual Cost	Hourly Rate		Expected Number	Optional Annual	Hourly Rate	Expected Number	Optional Annual			
Project Management for Orthoimagery	Hourly	\$ 225.00	80.0	\$ 18,000.00	\$ 229.50	80.0	\$ 18,360.00	\$ 234.09	80.0	\$ 18,727.20	\$ 55,087.20	\$ 238.77	80.0	\$ 19,101.74	\$ 243.55	80.0	\$ 19,483.78	\$ 38,585.52	\$ 93,672.72	
QA/QC for Orthoimagery	Hourly	\$ 159.00	115.0	\$ 18,285.00	\$ 162.18	115.0	\$ 18,650.70	\$ 165.42	115.0	\$ 19,023.71	\$ 55,959.41	\$ 168.73	115.0	\$ 19,404.19	\$ 172.11	115.0	\$ 19,792.27	\$ 39,196.46	\$ 95,155.87	
Control for Orthoimagery	Hourly	\$ 160.00	30.0	\$ 4,800.00	\$ 163.20	30.0	\$ 4,896.00	\$ 166.46	30.0	\$ 4,993.92	\$ 14,689.92	\$ 169.79	30.0	\$ 5,093.80	\$ 173.19	30.0	\$ 5,195.67	\$ 10,289.47	\$ 24,979.39	
Metadata for Orthoimagery	Hourly	\$ 160.00	60.0	\$ 9,600.00	\$ 163.20	60.0	\$ 9,792.00	\$ 166.46	60.0	\$ 9,987.84	\$ 29,379.84	\$ 169.79	60.0	\$ 10,187.60	\$ 173.19	60.0	\$ 10,391.35	\$ 20,578.95	\$ 49,958.79	
Pilot for Orthoimagery	Hourly	\$ 160.00	165.0	\$ 26,400.00	\$ 163.20	165.0	\$ 26,928.00	\$ 166.46	165.0	\$ 27,466.56	\$ 80,794.56	\$ 169.79	165.0	\$ 28,015.89	\$ 173.19	165.0	\$ 28,576.21	\$ 56,592.10	\$ 137,386.66	
Orthoimagery Capture	Hourly	\$ 450.00	240.0	\$ 108,000.00	\$ 459.00	240.0	\$ 110,160.00	\$ 468.18	240.0	\$ 112,363.20	\$ 330,523.20	\$ 477.54	240.0	\$ 114,610.46	\$ 487.09	240.0	\$ 116,902.67	\$ 231,513.14	\$ 562,036.34	
TOTAL:				\$ 185,085.00			\$ 188,786.70			\$ 192,562.43	\$ 566,434.13			\$ 196,413.68			\$ 200,341.96	\$ 396,755.64	\$ 963,189.77	
Description of Services for Oblique Acquisition	Billing	Hourly Rate	Expected Number	Annual Cost Year	Hourly Rate	Expected Number	Annual Cost	Hourly Rate	Expected Number	Annual Cost	Total Three-Year	Hourly Rate	Expected Number	Optional Annual	Hourly Rate	Expected Number	Optional Annual	Total Optional	GRAND TOTAL	
Project Management for Oblique Imagery	Hourly	\$ 225.00	80.0	\$ 18,000.00	\$ 229.50	80.0	\$ 18,360.00	\$ 234.09	80.0	\$ 18,727.20	\$ 55,087.20	\$ 238.77	80.0	\$ 19,101.74	\$ 243.55	80.0	\$ 19,483.78	\$ 38,585.52	\$ 93,672.72	
QA/QC for Oblique Imagery	Hourly	\$ 159.00	115.0	\$ 18,285.00	\$ 162.18	115.0	\$ 18,650.70	\$ 165.42	115.0	\$ 19,023.71	\$ 55,959.41	\$ 168.73	115.0	\$ 19,404.19	\$ 172.11	115.0	\$ 19,792.27	\$ 39,196.46	\$ 95,155.87	
Control for Oblique Imagery	Hourly	\$ 160.00	30.0	\$ 4,800.00	\$ 163.20	30.0	\$ 4,896.00	\$ 166.46	30.0	\$ 4,993.92	\$ 14,689.92	\$ 169.79	30.0	\$ 5,093.80	\$ 173.19	30.0	\$ 5,195.67	\$ 10,289.47	\$ 24,979.39	
Metadata for Oblique Imagery	Hourly	\$ 160.00	60.0	\$ 9,600.00	\$ 163.20	60.0	\$ 9,792.00	\$ 166.46	60.0	\$ 9,987.84	\$ 29,379.84	\$ 169.79	60.0	\$ 10,187.60	\$ 173.19	60.0	\$ 10,391.35	\$ 20,578.95	\$ 49,958.79	
Pilot for Oblique Imagery	Hourly	\$ 160.00	165.0	\$ 26,400.00	\$ 163.20	165.0	\$ 26,928.00	\$ 166.46	165.0	\$ 27,466.56	\$ 80,794.56	\$ 169.79	165.0	\$ 28,015.89	\$ 173.19	165.0	\$ 28,576.21	\$ 56,592.10	\$ 137,386.66	
Oblique Imagery Capture	Hourly	\$ 450.00	240.0	\$ 108,000.00	\$ 459.00	240.0	\$ 110,160.00	\$ 468.18	240.0	\$ 112,363.20	\$ 330,523.20	\$ 477.54	240.0	\$ 114,610.46	\$ 487.09	240.0	\$ 116,902.67	\$ 231,513.14	\$ 562,036.34	
TOTAL:				\$ 185,085.00			\$ 188,786.70			\$ 192,562.43	\$ 566,434.13			\$ 196,413.68			\$ 200,341.96	\$ 396,755.64	\$ 963,189.77	
Grand Total				\$ 370,170.00			\$ 377,573.40			\$ 385,124.87	\$ 1,132,868.27			\$ 392,827.37			\$ 400,683.91	\$ 793,511.28	\$ 1,926,379.55	

OPTIONAL SERVICES (further explained in additional tab)	Annual Cost	Annual Cost	Annual Cost	Total Three-year
2D Land Cover with Advanced Impervious Surface	\$431,250.00			\$431,250.00
2D Land Cover with Advanced Impervious Surface Update	\$258,750.00			\$258,750.00
Cloud Based Annual Hosting: Obliques	\$8,201.18			\$8,201.18
Cloud Based Annual Hosting: 3D Models	\$7,699.15			\$7,699.15
Cloud Based Annual Hosting: True Orthos	\$820.12			\$820.12
TOTAL:	\$706,720.44	\$706,720.44	\$706,720.44	\$2,120,161.31

GRAND TOTAL FOR INITIAL 3-YEAR CONTRACT \$ 3,253,029.58

Cloud-Based Hosting Services	Estimated GB	Rate (per GB, per year)	Price
Annual Hosting: Obliques	4339.25 GB	\$1.89	\$8,201.18
Annual Hosting: 3D Models	4073.62 GB	\$1.89	\$7,699.15
Annual Hosting: True Orthos	433.92 GB	\$1.89	\$820.12
Total Price			\$16,720.44

Feature Extraction	Description	Price
2D Land Cover with Advanced Impervious Surface	Includes buildings, driveways, parking, pavement, roads, sidewalks, decks, railways, bridges, heavily compacted surfaces, unpaved driveways, unpaved parking, unpaved roads, unpaved sidewalks, paved sports grounds, unpaved sports grounds, swimming pools, water, grass, forest, bare land	\$431,250.00
Change Detection	Description	Price
2D Land Cover with Advanced Impervious Surface Update	Change detection of 2D Land Cover with Advanced Impervious Surface	\$258,750.00
	Year 1	\$690,000.00

Fugro SIMmetry Oblique Viewer	Unit	Rate	Total Price
Online Oblique Imagery Viewer (Fugro SIMmetry): Year 1	100 seats	Complimentary	\$0.00
Online Oblique Imagery Viewer (Fugro SIMmetry): Year 2+	100 seats	Complimentary	\$0.00
Oblique Imagery Esri Plug-In	1	Complimentary	\$0.00

Tentative Deliverables Tracking Log: Years 1-3

Task Item	Year 1 Start	Year 1 End	Year 2 Start	Year 2 End	Year 3 Start	Year 3 End	Deliverable/Report	%
Notice to Proceed / Contract Award	12/1/2025	12/1/2025					N/A	
Phase One: Project Initiation and Assessment	12/3/2025	12/3/2025	12/3/2026	12/3/2026	12/3/2027	12/3/2027		
Project initialization meeting with the County (anticipated)	12/3/2025	12/3/2025	12/3/2026	12/3/2026	12/3/2027	12/3/2027	Initialization meeting notes	15%
Project plan, flight plan, and project layout design	12/8/2025	12/8/2025	12/8/2026	12/8/2026	12/8/2027	12/8/2027	N/A	
Delivery of project plan, flight plan, and project layout design	12/15/2025	12/15/2025	12/15/2026	12/15/2026	12/15/2027	12/15/2027	N/A	
Project plan, flight plan, and project layout design approved by the	1/5/2026	1/5/2026	1/5/2027	1/5/2027	1/5/2028	1/5/2028	Approved Project Plan, Flight Plan and Project Layout	15%
Pilot AOI selection	3/6/2026	3/6/2026	3/6/2027	3/6/2027	3/6/2028	3/6/2028	N/A	
Receive existing DTM data from the customer (anticipated)	3/9/2026	3/9/2026	3/9/2027	3/9/2027	3/9/2028	3/9/2028	N/A	
Production Kickoff Meeting	3/12/2026	3/12/2026	3/12/2027	3/12/2027	3/12/2028	3/12/2028	N/A	
Data Acquisition	3/5/2026	5/6/2026	3/5/2027	5/6/2027	3/5/2028	5/6/2028	N/A	
Imagery data acquisition (weather and ground condition	3/15/2026	4/15/2026	3/15/2027	4/15/2027	3/15/2028	4/15/2028	Flight Logs	15%
Ground control survey	3/5/2026	4/5/2026	3/5/2027	4/5/2027	3/5/2028	4/5/2028	Ground Control Report	10%
GPS/IMU processing	3/19/2026	4/20/2026	3/19/2027	4/20/2027	3/19/2028	4/20/2028	N/A	
Data ingest and acquisition QC	3/19/2026	5/6/2026	3/19/2027	5/6/2027	3/19/2028	5/6/2028	N/A	
Phase Two: Pilot	5/7/2026	6/12/2026	5/7/2027	6/12/2027	5/7/2028	6/12/2028		
Pilot area processing	5/7/2026	5/21/2026	5/7/2027	5/21/2027	5/7/2028	5/21/2028	N/A	
Pilot data delivery	5/22/2026	5/22/2026	5/22/2027	5/22/2027	5/22/2028	5/22/2028	Pilot Imagery Initial Delivery	5%
Product and procedure review by the County	5/25/2026	6/5/2026	5/25/2027	6/5/2027	5/25/2028	6/5/2028	N/A	
Pilot review meeting with the County	6/8/2026	6/8/2026	6/8/2027	6/8/2027	6/8/2028	6/8/2028	N/A	
Review and finalize project delivery schedule	6/8/2026	6/12/2026	6/8/2027	6/12/2027	6/8/2028	6/12/2028	N/A	
Resubmit pilot if necessary	6/12/2026	6/12/2026	6/12/2027	6/12/2027	6/12/2028	6/12/2028	Pilot Imagery Acceptance	5%
Phase Three: Production	3/19/2026	8/12/2026	3/19/2027	8/12/2027	3/19/2028	8/12/2028		
Data processing	3/19/2026	6/12/2026	3/19/2027	6/12/2027	3/19/2028	6/12/2028	N/A	
Aerotriangulation (AT)	5/7/2026	5/18/2026	5/7/2027	5/18/2027	5/7/2028	5/18/2028	AT Report	5%
Oblique image processing	5/19/2026	6/12/2026	5/19/2027	6/12/2027	5/19/2028	6/12/2028	N/A	
Orthoimagery generation	5/19/2026	6/12/2026	5/19/2027	6/12/2027	5/19/2028	6/12/2028	N/A	
Oblique image internal QC	6/15/2026	6/26/2026	6/15/2027	6/26/2027	6/15/2028	6/26/2028	N/A	
Ortho image internal QC	6/15/2026	6/26/2026	6/15/2027	6/26/2027	6/15/2028	6/26/2028	N/A	
Metadata and reports generation	6/15/2026	6/26/2026	6/15/2027	6/26/2027	6/15/2028	6/26/2028	Metadata and Accuracy reports	5%
Delivery of orthos and oblique images, project layouts, reports and	6/29/2026	6/29/2026	6/29/2027	6/29/2027	6/29/2028	6/29/2028	Imagery Initial Delivery	5%
Final delivery of ortho and oblique images	8/12/2026	8/12/2026	8/12/2027	8/12/2027	8/12/2028	8/12/2028	Final Imagery Data Acceptance	5%
Feature Extraction and Change Detection Processing	7/28/2026	10/6/2026	7/28/2027	10/6/2027	7/28/2028	10/6/2028		
2D Land Cover with Advanced Impervious Surface Feature	7/28/2026	9/1/2026	7/28/2027	9/1/2027	7/28/2028	9/1/2028	2D Land Cover with Advanced Impervious Initial Delivery	5%
Customer QC of Feature Extraction (anticipated)	9/1/2026	9/15/2026	9/1/2027	9/15/2027	9/1/2028	9/15/2028	Change Detection Initial Delivery	5%
Change Detection Processing	9/15/2026	10/6/2026	9/15/2027	10/6/2027	9/15/2028	10/6/2028	N/A	
Final Delivery of Feature Extraction and Change Detection	10/6/2026	10/6/2026	10/6/2027	10/6/2027	10/6/2028	10/6/2028	Final Analysis Data Acceptance	5%
							TOTAL	100%

Fugro has developed the above tentative Deliverables Tracking Log that outlines key milestones, associated deliverables, and anticipated delivery dates for Years 1 through 3 of the contract. This log is intended to guide project execution and invoicing and will be finalized in collaboration with Cook County during Phase One. Once approved, it will serve as the basis for monthly invoicing, with payments tied to the County's formal acceptance of each deliverable.

Exhibit 3

Information Technology Special Conditions

Exhibit 3
Cook County Information Technology Special Conditions (ITSCs)

1. DEFINITIONS FOR special conditions

1.1. **“Biometric Information”** has the same meaning as “biometric information” defined in the Illinois Biometric Privacy Act, 740 ILCS 14/10.

1.2. **“Business Associate Agreement”** or **“BAA”** means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

1.3. **“Cardholder Data”** means data that meets the definition of “Cardholder Data” in the most recent version of the Payment Card Industry’s Data Security Standard.

1.4. **“Contractor”** has the same meaning as either “Contractor” and “Consultant” as such terms are defined, and may be interchangeably used in the County’s Professional Services Agreement, or “Contractor” as defined in the County’s Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement. “Contractor” includes any individuals that are employees, representatives, subcontractors or agents of Contractor.

1.5. **“Contractor Confidential Information”** means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes County Data or information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or other law.

1.6. **“County”** has the same meaning as the term “County” in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended.

1.7. **“County Confidential Information”** means all non-public proprietary information of County, including Personally Identifiable Information and any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

1.8. **“County Data”** means all data, including County Confidential Information, provided by the County to Contractor, or otherwise encountered by Contractor for purposes relating to this Agreement, including related metadata.

1.9. **“County Intellectual Property”** or **“County IP”** means all Intellectual Property owned or licensed by the County, including Developed IP.

1.10. **“Criminal Justice Information”** means data that meets the definition of “Criminal Justice Information” in the most recent version of FBI’s CJIS Security Policy and also data that meets the definition of “Criminal History Record Information” at 28 C.F.R. 20.

1.11. **“Data Protection Laws”** means laws, regulations, industry self-regulatory standards, and codes of practice in connection with the processing of Personally Identifiable Information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) et seq.), the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. § 17921 et seq.), FBI CJIS Security Policy, the Illinois Biometric Privacy Act, 740 ILCS 14/1, et seq., the Illinois Personal Information Protection Act, 815 ILCS 530/1, et seq., and the Payment Card Industry Data Security Standard..

1.12. **"Data Breach"** means (a) the loss or misuse (by any means) of any County Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any County Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any County Confidential Information.

1.13. **"Deliverable"** has the same meaning as "Deliverable" as defined in the County's Professional Services Agreement or as defined in the County's Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement.

1.14. **"Developed Intellectual Property"** or **"Developed IP"** means Intellectual Property conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the County IP; (b) Developed Software; and (c) modifications to or enhancements (derivative works) of, Third Party Intellectual Property to the extent not owned by the licensor of the Third Party IP under the terms of the applicable license.

1.15. **"Intellectual Property"** or **"IP"** means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

1.16. **"Malware"** means any hidden files, automatically replicating, transmitting or activating computer program, virus (or other harmful or malicious computer program) or any equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.

1.17. **"Open Source Materials"** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation "open source" code (as defined by the Open Source Initiative) and "free" code (as defined by the Free Software Foundation).

1.18. **"Personally Identifiable Information"** means personal data or information that relates to a specific, identifiable, individual person, including County personnel. For the avoidance of doubt, Personally Identifiable Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.19. **"Protected Health Information"** or **"PHI"** has the same meaning as the term "Protected Health Information" in 45 C.F.R. 160.103.

1.20. **"Services"** has the same meaning as "Services" as defined in Article 3 of the County's Professional Services Agreement or "Deliverables" as defined in the County's Instruction to Bidders and

General Conditions, if either such document forms the basis of this Agreement.

1.21. “**Software**” means computer programs, whether in source code or object code form (including any and all software implementation of algorithms, models and methodologies), databases and compilations (including any and all data and collections of data), and all documentation (including user manuals and training materials) related to the foregoing.

2. SERVICES AND DELIVERABLES

Approved Facilities. Contractor will perform Services and host County Data only within the continental United States and only from locations owned, leased or otherwise used by Contractor and its Subcontractors.

Required Consents for Assets in Use and Third-Party Contracts as of the Effective Date. For this section, “Assets” mean equipment, Software, Intellectual Property and other assets used in providing the Services and “Required Consent” means the consent required to secure any rights of use of or access to any of County-provided or third-party Assets that are required by Contractor to perform the Services. Contractor is responsible for obtaining all Required Consents relating to this Agreement. The County will cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request.

2.3. Resources Necessary for Services. Except as set forth in this Agreement, Contractor will provide and is financially responsible for all equipment, Software, and other resources needed to perform the Services in accordance with the Agreement.

3. LEGAL COMPLIANCE

3.1. Public Records Laws. Contractor will comply with all laws governing public records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Contractor must: (a) store County Data in such a way that each record is individually accessible for the length of the County’s scheduled retention; (b) retain a minimum of two total copies of all County Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (c) store and access County Data in a manner allowing individual records to maintain their relationships with one another; (d) capture relevant structural, descriptive, and administrative metadata to County Data at the time a record is created or enters the control of Contractor.

3.2. Data Protection Laws. Contractor will comply with all applicable Data Protection Laws, including those that would be applicable to the Contractor if it, rather than the County, were the owner or data controller of any County Data in its possession or under its control in connection with the Services.

3.3. Export Laws. Contractor will comply with all laws governing the export of intellectual property, including, but not limited to the Export Administration Regulations, 15 CFR 730, et seq.

3.4. Protected Health Information. If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor must enter a Business Associate Agreement in a form provided by the County.

3.5. Criminal Justice Information. If Contractor will have access to Criminal Justice Information in connection with the performance of the Services, Contractor must execute an FBI CJIS Security Policy Addendum or any other required agreements in a form provided by the County.

3.6. **Biometric Information.** If Contractor will have access to Biometric Information in connection with the performance of the Services, Contractor must properly secure such information in compliance with the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq., including maintaining a retention schedule and destruction guidelines.

3.7. **Cardholder Data.** If Contractor will have access to Cardholder Data in connection with the performance of the Services, no less than annually, Contractor must tender to County a current attestation of compliance signed by a Qualified Security Assessor certified by the Payment Card Industry.

4. WARRANTIES

Contractor Materials and Third Party_IP. Contractor represents and warrants that it owns, or is authorized to use, all Contractor IP, and Contractor-provided third-party IP.

Developed Software. Contractor represents and warrants that all developed software will be free from material errors in operation and performance, will comply with the applicable documentation and specifications in all material respects, for twelve (12) months after the installation, testing and acceptance of such developed software by the County. Any repairs made to developed software pursuant to this Section will receive a new twelve (12) month warranty period in accordance with the terms of this Section.

Open Source_Materials. Contractor represents and warrants that all open source materials (OSM) included in Deliverables or Software are obtained from a trusted distributor. Unless otherwise specified in this Agreement, Contractor must maintain OSM support, including required patching and security updates, which will be provided promptly after release. The Contractor must not use any materials that allow users to modify or incorporate open-source code into larger programs on the condition that the software containing the source code is publicly distributed without restrictions, commonly known as “copyleft.”

4.4. **Access to County Data.** Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the County’s access to and retrieval of County Data.

Malware. Contractor represents and warrants that it has not and will not introduce or cause to be introduced Malware in any County IT environment at any time. If Contractor discovers that Malware has been introduced into Software, Contractor must, at no additional charge, (a) immediately undertake to remove such Malware (b) notify the County in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to County Data or Software and otherwise assist the County in mitigating such damage and restoring any affected Service, Software or equipment.

Resale of Equipment and Software. If Contractor resells to the County any equipment or Software that Contractor purchased from a Third Party, Contractor, to the extent it is legally able to do so, must pass through any such third-party warranties to the County and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Contractor from its warranty obligations set forth in this Section.

Data Security. Contractor represents and warrants that (a) it will not permit any unauthorized access to or cause any loss or damage to County Data or County IP; (b) it will comply with all County security policies in place during the term of this Agreement, and (c) it will not use any system that is dependent on software or hardware that no longer have appropriate security updates available.

5. INTELLECTUAL PROPERTY

County Intellectual Property. The County retains all right, title and interest in and to all County IP.

Contractor will not be permitted to use any of the County IP for the benefit of any entities other than the County. Upon expiration or termination of this Agreement, Contractor must cease all use of County IP and must return to the County all County IP.

Developed Intellectual Property. Contractor hereby irrevocably and unconditionally assigns, transfers and conveys to the County without further consideration all of its right, title and interest in such Developed IP, which assignment will be effective as of the creation of such works without need for any further documentation or action on the part of the Parties. Contractor agrees to perform any actions as may reasonably be necessary, or as the County may reasonably request, to perfect the County's ownership of any such Developed IP.

Residual Knowledge. Nothing contained in this Agreement will restrict either Party from the use of any ideas, concepts, know-how, or techniques relating to the Services which either Party, individually or jointly, develops or discloses under this Agreement, provided that in doing so (a) such information is solely retained in the unaided memory of the Parties employees performing or using such Services, (b) the Party does not breach its respective obligations under Section 6 relating to confidentiality and non-disclosure, and (c) does not infringe the Intellectual Property rights of the other or Third Parties who have licensed or provided materials to the other. Except for the license rights contained under Section 5, neither this Agreement nor any disclosure made hereunder grants any license to either Party under any Intellectual Property rights of the other.

Software Licenses. This Agreement contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP. Except as explicitly set forth elsewhere in this Agreement, all licenses that Contractor grants in Contractor-Provided Software include: (a) the right of use by Third Party Contractors for the benefit of the County, (b) the right to make backup copies, and (c) the right to reasonably approve the procedures by which Contractor may audit the use of license entitlements.

6. COUNTY DATA AND CONFIDENTIALITY

6.1. **Property of County.** All County Data is the sole property of the County. Contractor must not use County Data for any purpose other than that of performing the Services under this Agreement. Without the County's express written consent, no County Data, or any part thereof, may be disclosed, assigned, destroyed, altered, withheld, or otherwise restricted by Contractor or commercially exploited by or on behalf of Contractor.

6.2. **Acknowledgment of Importance of County Data.** Contractor acknowledges the importance of County Data and that the County may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

6.3. **Data Recovery.** Upon the County's request Contractor must promptly return all requested County Data to the County or its designee in such a format that the County may reasonably request. Contractor must provide County with adequate bandwidth and other resources to remove County Data from Contractor servers. Contractor must also provide sufficient information requested by the County about the format and structure of the County Data to enable such data to be used in substantially the manner used by Contractor. Also upon County's request, in lieu of return or in addition to return, Contractor must destroy County Data, sanitize any media upon which County Data resides in accordance to NIST Special Publication 800-88 as revised; and upon County request, Contractor must provide County with a certificate of destruction in compliance with NIST Special Publication 800-88.

6.4. **Disclosure Required by Law, Regulation or Court Order.** In the event that Contractor is required to disclose County Data in accordance with a requirement or request by operation of Law,

regulation or court order, Contractor will, except to the extent prohibited by law: (a) advise the County thereof prior to disclosure; (b) take such steps to limit the extent of the disclosure to the extent lawful; (c) afford the County a reasonable opportunity to intervene in the proceedings; and (d) comply with the County's requests as to the manner and terms of any such disclosure.

6.5. **Data Integrity and Loss of County Confidential Information.** Data integrity requires that data are complete, consistent, and accurate. As appropriate Contractor must implement and maintain strong, industry standard measures, such as encryption, cryptographic key systems, digital signatures, and firewalls, to maintain accuracy of County Data. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure, inaccuracy, or loss of, or inability to account for, any County Confidential Information, Contractor must promptly, at its own expense: (a) notify the County in writing within one (1) business day; (b) take such actions as may be necessary or reasonably requested by the County to minimize the violation; and (c) cooperate in all reasonable respects with the County to minimize any damage resulting from the violation.

6.6. **Contractor Confidential Information.** County must use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as County exercises to avoid unauthorized disclosure, publication, or dissemination of its County Confidential Information of like character.

7. DATA SECURITY AND PRIVACY

General Requirement of Confidentiality and Security. Contractor is obligated to maintain the confidentiality and security of all County Confidential Information in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor must implement and/or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor must, at a minimum, encrypt all Personally Identifiable Information in-transit and at-rest. Contractor must perform all Services using security technologies and techniques in accordance with industry-leading practices and the County's security policies, procedures and other requirements made available to Contractor in writing.

Security. Contractor must establish and maintain reasonable and sufficient physical, technical and procedural safeguards to preserve the security and confidentiality of County Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, loss, destruction or damage. The safeguards must provide a level and scope of security that is not less than the level and scope required under (a) the County Policies as updated; (b) Federal Information Processing Standard 200; (c) then-current NIST 800-series standard and successors thereto; or (d) an equivalent, generally accepted, industry-standard security standards series.

7.3. **Contractor Personnel.** Contractor will oblige its personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any County Data necessary to perform the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor must ensure that, prior to performing any Services or accessing any County Data or other County Confidential Information, all Contractor personnel who may have access to the aforementioned must have executed agreements concerning access protection and data/software security consistent with this Agreement.

7.4. **Information Access.** Contractor may not attempt to or permit access to any County Confidential Information by any unauthorized individual or entity. Contractor must provide its personnel only such access as is minimally necessary for such persons/entities to perform the tasks and functions for

which they are responsible. Contractor will, upon request from the County, provide the County with an updated list of those personnel having access to County Data and the level of such access.

7.5. Encryption Requirement. Contractor must encrypt all County Confidential Information. Contractor must encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor must not deviate from this encryption requirement without the advance, written approval of the County's Information Security Office.

7.6. Updates. Contractor must provide to County, without charge, the timely application of any upgrades to software required for Services that are available to third parties. Software upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes.

7.7. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personally Identifiable Information, it will act only on instructions and directions from the County.

7.8. Data Subject Right of Access and Rectification. If the County is required to provide or rectify information regarding an individual's Personally Identifiable Information, Contractor will reasonably cooperate with the County to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor will notify the County of such request as soon as reasonably practicable.

7.9. Data Minimization. Contractor must implement procedures to minimize the collection of Personally Identifiable Information.

8. DATA BREACH

Notice to County. Contractor must provide the County with written notice of any Data Breach promptly following, and no later than one (1) business day following, the discovery or suspicion of the occurrence of a Data Breach. Such notice must summarize in reasonable detail the nature of the County Data that may have been exposed, and, if applicable, any persons whose Personally Identifiable Information may have been affected or exposed by such Data Breach. Contractor must not make any public announcements relating to such Data Breach without the County's prior written approval.

8.2. Data Breach Responsibilities. Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure, of County Data, Contractor must promptly provide details regarding the incident, its mitigation efforts, and its corrective action to prevent a future similar incident. Contractor must fully cooperate with County, and is solely responsible for: (a) investigating and resolving any data privacy or security issue; (b) providing County with a root cause analysis of the breach, (c) notifying any affected persons (solely at County's direction) and governmental regulators, as applicable; and (d) recovering affected data or information, to the extent possible, and (e) provide County with a corrective action plan acceptable to County.

8.3. Notice to Impacted Parties. County has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in County's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

8.4. Costs. In the event of a Data Breach attributable to an act or omission of Contractor, as part of such remediation, Contractor must pay all cost and expense of County's compliance with any of County's notification obligations, as well as the cost of credit monitoring services for affected individuals.

9. AUDIT RIGHTS

9.1. Service Organization Control (SOC 2), Type II Audits. Contractor must, at least once annually and at its sole cost and expense provide to the County and its auditors a SOC 2, Type II report, or equivalent, for all locations at which the County Data is processed or stored. Contractor must promptly make available to the County the results of any reviews or audits conducted by Contractor (including internal and external auditors), including SOC-2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement.

9.2. Subcontractor Agreements. Contractor must ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the County's audit rights.

10. EXIT ASSISTANCE

10.1. Removal of Contractor Materials. Contractor is responsible, at its own expense, for de-installation and removal from the County facilities any equipment owned or leased by Contractor, that is not being transferred to the County under the Agreement, subject to the County's reasonable procedures and in a manner that minimizes the adverse impact on the County.

11. MISCELLANEOUS

11.1. Survival. Sections 1 (Definitions for Special Conditions), 5 (Intellectual Property), 9 (Data Breach), and 10 (Audit Rights) will survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 6 (County Data and Confidentiality) and 13 (Miscellaneous) will survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement (including any Exit Assistance Period), or (b) the return or destruction of County Confidential Information as required by this Agreement.

11.2. No Limitation. The rights and obligations set forth in these IT special conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement. For the avoidance of doubt, the use of County in the PSA or GC will expressly include County and vice versa.

11.3. No Click-Wrap or Incorporated Terms. The County is not bound by any content on the Contractor's website, in any click-wrap or other similar document.

12. EPIDEMIC DISRUPTION

12.1. Epidemic Disruption. County may suspend Services under any Statement of Work on 2 business days' written notice in case of Epidemic Disruption (as defined below). Each party's deadlines and obligations related to performance, receipt, or support of Services will then be delayed by a period equal to the duration of such suspension, provided suspension will not delay Customer's obligations to make payments already due pursuant to the terms of this Agreement. County may end such suspension at any time on 5 business days' notice, provided Contractor may by prompt written notice delay such Services' restart date by up to 2 weeks if earlier return of staff imposes unreasonable burdens on Contractor. If performance pursuant to a Statement of Work is suspended due to Epidemic Disruption for more than 40

business days out of any 90-day period, either party may terminate such Statement of Work for convenience on 10 days' prior written notice, provided that if Provider issues such termination notice and County ends the suspension before the notice period ends, the Statement of Work will not terminate. For the avoidance of doubt: (a) termination pursuant to the preceding sentence does not release Provider from its obligations pursuant to PSA Section 10(g) (*Cooperation*); and (b) nothing in section limits either party's rights set forth in PSA Section 10(l) (*Force Majeure*), including without limitation either party's right to suspend Services as a result of epidemics. ("Epidemic Disruption" occurs when County reasonably concludes (i) that risks related to an epidemic make performance, receipt, or support of Services unreasonably dangerous for either party's employees or for third parties or (ii) that government shelter-in-place orders or other government measures addressing an epidemic make performance, receipt, or support of Services unduly expensive or otherwise impractical.)

EXHIBIT 4

Minority and Women Owned Business Enterprise Commitment



MEMORANDUM

TO: Raffi Sarrafian, Chief Procurement Officer
 Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
 Jeanetta Cardine, Deputy Director
 Compliance Center of Excellence
 Center of Business Enterprise Development

Date: August 19, 2025

RE: Contract No. 2410-06134
 Orthophotography and Oblique Imagery Capture
 Bureau of Technology
 RFP – Professional Services
 Contractor: Fugro USA Land, Inc.
 Original Contract Value: \$3,253,029.58
 Original Contract Term: 12/1/2025 - 11/30/2028
 Participation Goal: 35% Overall MBE/WBE

The Center of Business Enterprise Development is in receipt of the above-referenced contract amendment and has determined a 35% MBE/WBE participation goal was recommended and reviewed the contract for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and found the contractor responsive to the ordinance.

Contract Utilization Plan (Based on Professional Services Portion of Contract Value of \$370,170)

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)*</u>
David Mason & Associates of Illinois	MBE(AA)	City of Chicago	<u>2.59%</u>
Total			2.59%

Partial 32.41% MBE/WBE Granted: Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid.

JC/ab

CC: Ann Epps, OCPO
 Todd Schuble, Bureau of Technology
 Sharon Cuncannan, Bureau of Technology

PETITION FOR PARTIAL OR FULL WAIVER – FORM 3

Bidder/Proposer: Fugro USA Land, Inc.

Contract No./Title: 2410-06134

A. BIDDER/PROPOSER HEREBY REQUESTS:

- | | |
|--|--|
| <input type="checkbox"/> FULL MBE WAIVER | <input checked="" type="checkbox"/> PARTIAL MBE WAIVER |
| <input type="checkbox"/> FULL WBE WAIVER | <input checked="" type="checkbox"/> PARTIAL WBE WAIVER |
| <input type="checkbox"/> FULL DBE WAIVER | <input type="checkbox"/> PARTIAL DBE WAIVER |

B. REASON FOR PARTIAL/FULL WAIVER REQUEST:

Bidder/Proposer shall check each item applicable to its overall reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

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

GOOD FAITH EFFORT TRANSPARENCY REPORT

C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as Schedule 1)

Bidder/Proposer shall explain and detail the following Good Faith Efforts undertaken to meet Cook County's contract specific goals.

1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;
Timelines:
 - a. When the Bidder/Proposer knew of the bid;
 - b. When the Bidder/Proposer contacted the PCE(s);
 - c. When the Bidder/Proposer formulated its bid and utilization plan;
and
 - d. When was the bid request due date.

2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;
 - a. Dates of each contact attempt for each contacted PCE;
 - b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
 - c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
 - d. Attach copies of all solicitations to contacted PCEs.

3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.

4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.

5. Detailed explanation of use, if any, of the Center of Business Enterprise Development Compliance services and staff.

6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.

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

GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and County's Center of Business Enterprise Development reserves the right to pursue additional actions and/or remedies against the requesting Bidder/Proposer.

	Secretary/Treasurer	April 17, 2025
_____ Signature and Title of Bidder/Proposer	_____ Title	_____ Date

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is thirty-five percent (35%).** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the “Petition for Reduction/Waiver of MBE/WBE Participation Goals” – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer’s Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:
Office of the Chief Procurement Officer, Business Enterprise Development
Cook County
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(312) 603-5502

EXHIBIT 5

Evidence of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
As required by written contract signed by both parties prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Alaska and New Hampshire

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Alabama, Arizona, Arkansas, Colorado, Georgia, Indiana, Maine, Michigan, Mississippi, Montana, New Mexico, North Carolina, Pennsylvania, Rhode Island, South Carolina and South Dakota, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of Florida, Iowa, Maryland, Nevada and Oregon, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total manual premium.

In the states of New York, Oklahoma, Tennessee, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-005066-135

Effective Date

Premium \$

Issued to Fugro (USA) Holdings Inc.

Endorsement No.

EXHIBIT 6

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	25-3629	Version:	1	Name:	Fugro for the acquisition of orthophotography and oblique imagery
Type:	Contract (Technology)	Status:			Approved
File created:	8/24/2025	In control:			Technology and Innovation Committee
On agenda:	9/18/2025	Final action:			11/20/2025
Title:	PROPOSED CONTRACT (TECHNOLOGY)				

Department(s): Bureau of Technology

Vendor: Fugro USA Land, Inc., Houston, Texas

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

Good(s) or Service(s): Orthophotography and Oblique Imagery

Contract Value: \$3,253,029.58

Contract period: 12/1/2025 – 11/30/2028 with two (2) one-year renewal options

Contract Utilization: The Vendor has met the Minority- and Women-owned Business Enterprise Ordinance Via: Direct Participation and partial MWBE Waiver.

Potential Fiscal Year Budget Impact: FY 2026 \$1,076,890.44, FY 2027 \$1,084,293.84, FY 2028 \$1,091,845.30

Accounts: 11249.1009.21120.560225

Contract Number(s): 2410-06134

Concurrence:

This went through the BOT concurrence process and BOT concurs on this procurement

Summary: This contract provides for the acquisition of orthophotography and oblique imagery which is vital to various Cook County agencies, municipalities, and the general public. The imagery collection will include orthophotography (bird's eye view), oblique photography (45-degree angle) for the entire County on an annual basis. Altogether the imagery allows users to detect changes in the landscape, complete property assessment, evaluate disaster or crime scenes, conduct urban and regional planning, monitor environmental conditions, and inventory the built environment. When combined with the County's geographic information systems (GIS) enterprise software, the imagery gives users the ability to conduct a variety of spatial analysis tasks.

The data services provided through this agreement will support the Cook County Clerk, Cook County Assessor, Board of Review, public safety and environmental agencies and departments, as well as the Forest Preserve District of Cook County, 20,000+ Cook County employees, municipal partners and the general public.

The acquisition of these various types of imagery and data output will allow the County employees to continue to assess and monitor the County remotely or through computer automation. This remote sensing leads to a large reduction in time and labor cost along with discovering sources of lost revenue. Due to the size of Cook County, there is no other reasonable way to mitigate these issues

except through aerial photography.

This contract is awarded through Request for Proposals (RFP) procedures in accordance with Cook County Procurement Code. Fugro USA Land, Inc. was selected based on established evaluation criteria.

Sponsors:

Indexes: F. THOMAS LYNCH, Chief Information Officer, Bureau of Technology

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/20/2025	1	Board of Commissioners		
11/10/2025	1	Technology and Innovation Committee		
10/23/2025	1	Board of Commissioners	no action taken	
9/18/2025	1	Board of Commissioners	refer	Pass

PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: Fugro USA Land, Inc., Houston, Texas

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

Good(s) or Service(s): Orthophotography and Oblique Imagery

Contract Value: \$3,253,029.58

Contract period: 12/1/2025 - 11/30/2028 with two (2) one-year renewal options

Contract Utilization: The Vendor has met the Minority- and Women-owned Business Enterprise Ordinance Via: Direct Participation and partial MWBE Waiver.

Potential Fiscal Year Budget Impact: FY 2026 \$1,076,890.44, FY 2027 \$1,084,293.84, FY 2028 \$1,091,845.30

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Contract No. 2410-06134
Orthophotography and Oblique Imagery Capture

EXHIBIT 7

Identification of Subcontractors/Supplier/Subconsultant Form

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

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	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.: 2410-06134	Date: 8/18/2025
Total Bid or Proposal Amount: \$370,170	Contract Title: Exhibit VII - Professional Service Agreement
Contractor: Fugro USA Land, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: David Mason & Associates
Authorized Contact for Contractor: Dwayne Janecek/Oliver Francis	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Ronnie Lowe, P.L.S.
Email Address (Contractor): d.janecek@fugro.com/o.francis@fugro.com	Email Address (Subcontractor): rlowe@davidmason.com
Company Address (Contractor): 13501 Katy Freeway, Suite 1050,	Company Address (Subcontractor): 333 South Desplaines Street, Suite 200
City, State and Zip (Contractor): Houston, TX 77079	City, State and Zip (Subcontractor): Chicago, Illinois 60661
Telephone and Fax (Contractor): +1 713-369-5600, Fax: 713-346-405	Telephone and Fax (Subcontractor): 314-678-3170, Fax: 314-534-1053
Estimated Start and Completion Dates (Contractor): 2/26 - 8/26 (Each Contracted Year)	Estimated Start and Completion Dates (Subcontractor): 3/26 - 4/26 (Each Contracted Year)

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>
Ground Control Survey	\$9600.00

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.**

Fugro USA Land, Inc.

Contractor
Oliver Francis

Name
Regional Business Line Director Land for North America

Title


Prime Contractor Signature

8/18/25

Date

Contract No. 2410-06134
Orthophotography and Oblique Imagery Capture

EXHIBIT 8

Economic Disclosure Statement

**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 cookcountyil.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:

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): _____

(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:

None

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 Fugro USA Land, Inc.

D/B/A: _____ FEIN # Only: 74-2426512

Street Address: 13501 Katy Freeway, Suite 1050

City: Houston State: TX Zip Code: 77079

Phone No.: +1 713 369 6113 Fax Number: 713 346 4054 Email: d.janecek@fugro.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 66595323

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
Fugro NV -	Veurse Achterweg 10, 2264 SG Leidschendam, The Netherlands	100%	Parent Company

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
Celine Gerson -	13501 Katy Freeway, Suite 1050, Houston, TX 77079	Director/President	
Oliver Francis -	3501 Katy Freeway, Suite 1050, Houston, TX 77079	Regional Business Line Director Land for North America	
Dwayne Janecek -	13501 Katy Freeway, Suite 1050, Houston, TX 77079	Secretary/Treasurer	

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

Dwayne Janecek

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

Signature

d.janecek@fugro.com

E-mail address

Secretary/Treasurer

Title

April 17, 2025

Date

+1 713 369 6113

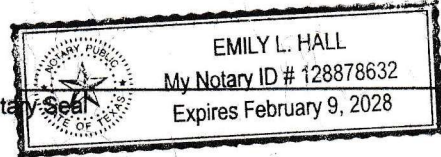
Phone Number

Subscribed to and sworn before me
this 17 day of April, 2025

x Emily R. Hall
Notary Public Signature

My commission expires:

02.09.2028



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 Fugro N.V.

D/B/A: _____ FEIN # Only: _____

Street Address: Veurse Achterweg 10

City: Leidschendam, The Netherlands State: _____ Zip Code: 2264 SG

Phone No.: _____ Fax Number: _____ Email: _____

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

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
Publicly Traded - Euronext Amsterdam Stock Exchange		

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

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

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
Mark Heine	Prismastraat 3 2631 RT Nootdorp The Netherlands	Chief Executive Officer	N/A
Barbara Geelen	Prismastraat 3 2631 RT Nootdorp The Netherlands	Chief Financial Officer	N/A

Declaration (check the applicable box):

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Céline Gerson

Group Director, Americas Region

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

Title

Signature

C.Gerson@fugro.com

E-mail address

22 August 2025

Date

713-369-5600

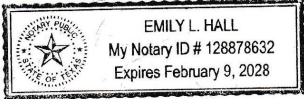
Phone Number

Subscribed to and sworn before me
this 22nd day of August, 2025.

My commission expires: **02/09/2028**

X *Emily L. Hall*

Notary Public Signature



Notary 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.

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 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, Child, Brother, Sister, Aunt, Uncle, Niece, Nephew, Grandparent, Grandchild, Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law, Brother-in-law, Sister-in-law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepsister, Halfbrother, Halfsister

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

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Business: Fugro USA Land, Inc.

Address of Person Doing Business with the County: 13501 Katy Freeway, Suite 1050, Houston, TX 77079

Phone number of Person Doing Business with the County: +1 713 369 6113

Email address of Person Doing Business with the County: Contact: Dwayne Janecek d.janecek@fugro.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:

Dwayne Janecek, Secretary/Treasurer

Email: d.janecek@fugro.com Phone: +1 713 369 6113

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: 2410-06134

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 3,253,029.58

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, 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 (Geographic Information Systems) <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
_____	_____	_____	_____
_____	_____	_____	_____

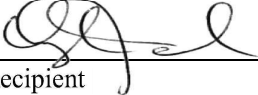
Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial 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

April 17, 2025

 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.

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: 2410-06134
County Using Agency (requesting Procurement): Bureau of Technology - GIS

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Fugro USA Land, Inc.
Substantial Owner Complete Name: Fugro NV (Parent Company)
FEIN# 74-2426512
Date of Birth: N/A E-mail address: d.janecek@fugro.com
Street Address: 13501 Katy Freeway
City: Houston State: TX Zip: 77079
Home Phone: (713) 369 - 6113

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: _____

Date: April 17, 2025

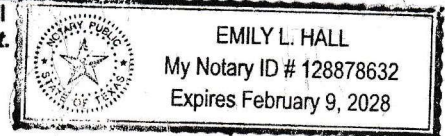
Name of Person signing (Print): Dwayne A. Janecek Title: Secretary/Treasurer

Subscribed and sworn to before me this 17 day of April, 2025

x Emily L. Hall
Notary Public Signature

Notary Seal

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



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

Fugro USA Land Inc.

Corporation's Name

713-369-5600

Telephone

Secretary Signature

OLIVER FRANCIS Oliver Francis

President's Printed Name and Signature

O.francis@fugro.com

Email

April 14, 2025

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

14th day of April, 2025.

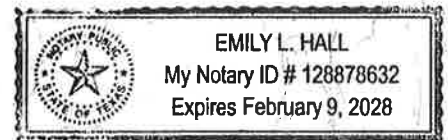
Emily L. Hall

Notary Public Signature

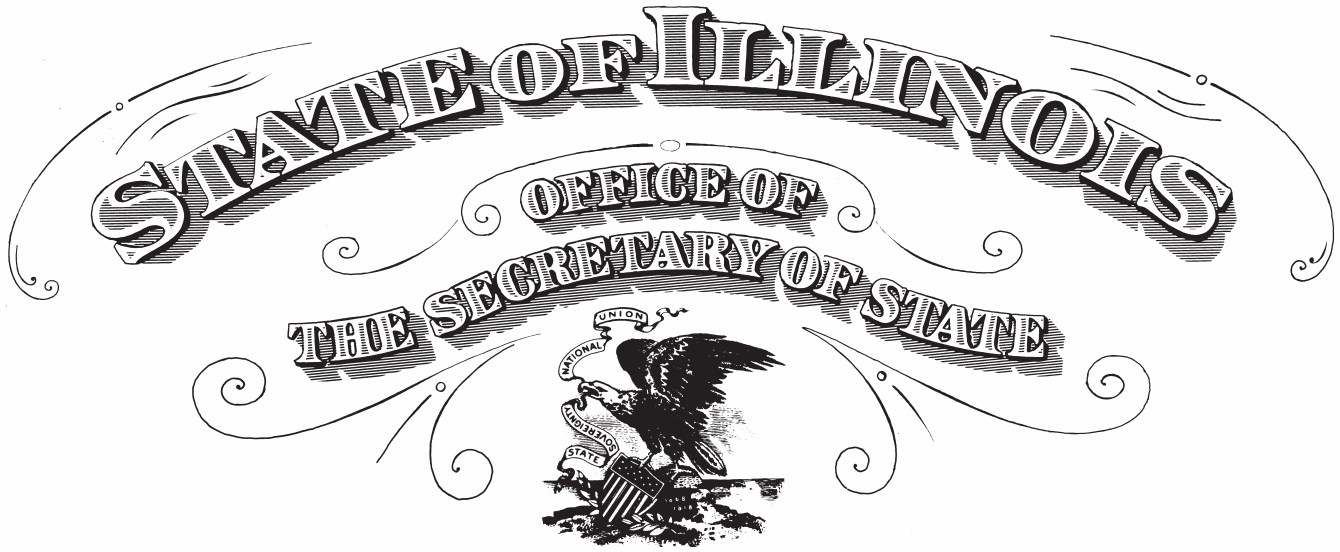
My commission expires:

02/09/2028

Notary Seal



*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.

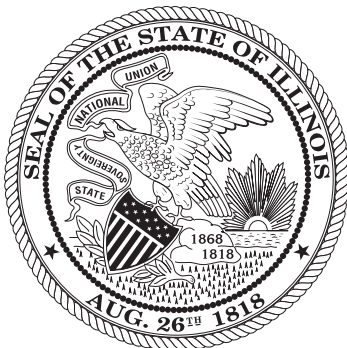


To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

FUGRO USA LAND, INC., INCORPORATED IN TEXAS AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MAY 14, 2009, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 14TH day of APRIL A.D. 2025 .



**SECTION 6
COOK COUNTY SIGNATURE PAGE**

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

Raffi Sarrafian Digitally signed by Raffi Sarrafian
Date: 2025.11.25 15:50:11 -06'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

Brian Tracy

Assistant State's Attorney
(Required on contracts over \$1,000,000)

9/30/2025

Date

CONTRACT TERM & AMOUNT

2410-06134

Contract #

December 1, 2025 - November 30, 2028

2 - 1 Year Renewals

Original Contract Term

Renewal Options (If Applicable)

\$3,253,029.58

Contract Amount

November 20, 2025

Cook County Board Approval Date (If Applicable)

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
NOV 20 2025
COM _____**