CONTRACT FOR PROFESSIONAL SERVICES
COOK COUNTY DOCUMENT NO. 12-88-233

PROFESSIONAL EXTERIOR WALL INSPECTION AND STABILIZATION SERVICES FOR

JOHN H. STROGER HOSPITAL

Between

OFFICE OF CAPITAL PLANNING & POLICY

AND

PROBE ENGINEERING CONSULTING SERVICES, INC.

BOARD OF COMMISSIONERS
COUNTY OF COOK, IL
TONI PRECKWINKLE, PRESIDENT

1/28/13

TABLE OF CONTENTS

ARTICLE 1 ..... **1**
DEFINITIONS; TERM; CONSULTANT'S GENERAL DUTIES AND OBLIGATIONS 1

ARTICLE 2 ..... **6**
BASIC SERVICES 6

ARTICLE 3 ..... **8**
ADDITIONAL SERVICES 8

ARTICLE 4 ..... **8**
COUNTY'S RESPONSIBILITIES AND ADDITIONAL RIGHTS 8

ARTICLE 5 ..... **10**
INSURANCE AND INDEMNIFICATION 10

ARTICLE 6 ..... **13**
BASIS OF COMPENSATION 13

ARTICLE 7 ..... **15**
PAYMENTS TO THE CONSULTANT 15

ARTICLE 8 ..... **16**
NON-DISCRIMINATION AND AFFIRMATIVE ACTION 16

ARTICLE 9 ..... **17**
CONSULTANT'S REPRESENTATIONS AND WARRANTIES 17

ARTICLE 10 ..... **19**
DEFAULT AND DISPUTES 19

ARTICLE 11 ..... **21**
MISCELLANEOUS PROVISIONS 21

Appendix A Scope of Services

Appendix B Key Personnel

Appendix C Subcontractors

Appendix D M/WBE Compliance

Appendix E Project Schedule

Appendix F Fee Proposal

Appendix G Insurance

Appendix H Economic Disclosure Statement and Execution Documents

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF COOK, ILLINOIS
AND PROBE CONSULTING SERVICES, INC.

THIS AGREEMENT ("Agreement") is made between the **COUNTY OF COOK, ILLINOIS**, a body politic and corporate of the State of Illinois (the ***"COUNTY," "County"*** *or* ***"Owner"***) and **PROBE CONSULTING SERVICES** (herein referred to as the ***"Consultant"***) on_____,_____,2013. This Agreement provides for professional services for the following project: EXTERIOR WALL INSPECTION AND STABILIZATION FOR JOHN J. STOGER HOSPITAL which is defined and described in Exhibit A.

The County and the Consultant agree as set forth below.

ARTICLE 1

DEFINITIONS; TERM; CONSULTANT'S GENERAL DUTIES AND OBLIGATIONS

1.1 DEFINITIONS

Capitalized terms used in this Agreement and not defined in context will have the meanings set forth below.

1.1.1 ***"Agreement"*** means this Professional Services Agreement between the County and the Consultant for architectural/engineering services as herein stated in connection with the Project, together with the following Appendix and attachments incorporated herein by this reference: Appendix A, Scope of Services; Appendix B Key Personnel; Appendix C, Subconsultants; Appendix D, MBE/WBE Compliance Plan; Appendix E, Project Schedule; Appendix F, Special Provisions of the Contract; Appendix G, Fee Proposal; Appendix H, Economic Disclosure Statement, including Certifications and Execution Forms.

1.1.2 ***"Consultant"*** means the licensed legal or other qualified entity retained by the County for the purposes of completing the Project and providing any other duties normally provided by an and as defined in their agreement with the County.

1.1.3 ***"Budget"*** means the cost of the Project as approved by the County.

1.1.4 ***"Change Order" or "CO"*** means a document authorizing an increase/decrease in contract price or an adjustment of contract time period. Change Orders include only previously approved Proposal Requests and/or Change Directives A single Change Order may include multiple PR's and/or Change Directives

1.1.5 ***"Chief Procurement Officer" or "CPO"*** means the Chief Procurement Officer of Cook County.

1.1.6 ***"COUNTY," "County"*** *or* ***"Owner"*** means the County of Cook, a body politic and corporate of the State of Illinois.

1.1.7 ***"Day(s)"*** will mean calendar day(s) unless otherwise specified herein. .

1.1.8 ***"Milestone"*** or ***"Milestones"*** means an activity or task which is crucial to the timely completion of the Project, and which, if delayed, will delay performance of other activities of the Project.

1.1.9 ***"Program"*** means the analysis of the County's needs and requirements for the Project which is articulated as delineated objectives, space requirements and relationships, site requirements, equipment, budget and other related requirements.

1.1.10 ***"Project"*** means Inspection and Stabilization services as more fully defined and described in Appendix A.

1.1.11 ***"Project Director"*** means a representative designated by the Director of Capital Planning and Policy.

1.1.12 ***"Project Documents"*** is defined in Section 1.5.9.

1.1.13 ***""Schedule"*** means a scheduling of all Project activities and Milestones to be prepared by the Consultant.

1.1.14 ***"Services"*** will mean the Basic Services, Additional Services and any other services to be provided by the

Consultant under this Agreement..

1.1.15 ***Standard of Care"*** will have the meaning set forth in Section 1.5.1.

1.1.16 ***"Statement of Probable Cost"*** means the aggregate and complete estimated costs based on up-to-date market rates in Chicago, adjusted to reasonably account for inflation, for labor, materials and equipment (inclusive of overhead, profit and escalation) to complete the Project.

1.2 EFFECTIVE DATE; TERM

The Effective Date of this Agreement is the date that the Chief Procurement Officer approves the Agreement. Consultant will begin the Services on the day the Notice to Proceed is issued to the Consultant by the Office of Capital Planning and Policy and will continue for 12 months. The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to one (1) additional one-year period under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension.

1.3 GENERAL DESCRIPTION OF DUTIES

The Consultant is retained to provide all architectural and engineering services required to design and construct the Project, and will perform the duties and obligations and to provide the Services described in this Agreement. The Consultant agrees that it will undertake all duties and obligations necessary and incident to performance of the Services in order to achieve the timely completion of the Project.

1.4 SCOPE OF SERVICES

Appendix A sets forth a Project-specific scope of services with additional detail as to the Services. Appendix A is intended to describe additional specifics as to the Services and not to limit the Services in any way. The Services include all services and tasks described in the entire Agreement. Therefore, if a service or task is described in this Professional Services Agreement but not included Appendix A Consultant will be obligated to provide the service or task. If a service or task is described in Appendix A and not in this Professional Services Agreement, Consultant will be obligated to perform the service or task. In the event of a conflict between the terms set forth in this Professional Services Agreement and specific tasks described in Appendix A Consultant will perform the service or task in the manner most beneficial to the County, as determined by the Project Director.

1.5 CONSULTANT'S GENERAL AGREEMENTS

1.5.1 **Standard of Care.** The Consultant represents, covenants and agrees that all of its services will conform to the standard of care and quality (the ***"Standard of Care"***) which prevail among architects and engineers of knowledge and skill engaged in architectural and engineering practice throughout the United States under the same or similar circumstances involving projects of similar size and complexity to the Project, in conformity with any and all professional standards applicable to such services for projects of comparable size and complexity and in strict compliance with all applicable laws, codes and industry standards. The Consultant will be responsible for all services performed by subcontractors, agents and employees hired, retained or engaged by the Consultant. Consultant represents, covenants and agrees that Consultant will cause all of its sub-consultants to conform to the Standard of Care. As to sub-consultants which are neither architects nor engineers, the "Standard of Care" will mean the standard of care and quality which prevail among professionals of knowledge and skill providing services of the nature being provided by such sub-consultant throughout the United States under the same or similar circumstances involving projects of similar size and complexity to the Project.

1.5.2 **Government and Other Standards.** The Consultant will be responsible for designing the Project and conforming the Project Documents it prepares in accordance with the following government and other

standards (the "***Government and Other Standards***"): applicable federal, state and local laws, statutes, codes, ordinances, rules, regulations, orders and other legal requirements which relate to the construction, use and occupancy of the Project, including but not limited to zoning, building, environmental and health codes and regulations, site and easement restrictions, permit, licensing, certification and accreditation guidelines.

1.5.3 In the event of a conflict between any applicable Government and Other Standards, the Consultant will utilize its best judgment in accordance with the Standard of Care to apply the appropriate standard. The provisions of this Section 1.5.3 do not limit the Standard of Care but are intended to specifically identify a requirement considered to be included within and required by the Standard of Care. Prior to the commencement of construction, the Consultant will certify to the County and to such other parties as the County may reasonably request, that on the basis of the Consultant's best professional judgment the Project Documents conform, and the Project when built in accordance therewith will conform, to Government and Other Standards.

1.5.4 **County Green Building Ordinance.** Without limiting the generality of the term "Government and Other Standards," such term will be deemed to include the Cook County Green Buildings Ordinance (Cook County Code, Chapter 2, Section 2-6). The Consultant will be familiar with such ordinance and with the U.S. Green Building Council's "LEED" Green Building Rating System, and will consult with the Project Director to determine to what extent LEED principles will be applied in the case of retrofit and renovation projects. Consultant will comply with the Green Buildings Ordinance and will incorporate LEED principles into the design of the Project to the extent required by such ordinance or determined by the Project Director.

1.5.5 **Specific Requirements for Correction of Documents.**

INTENTIONALLY DELTED

1.5.6 **Cooperation with Other Consultants.** The Consultant covenants and agrees to cooperate, and to cause its sub-consultants to cooperate, with other consultants who may be retained by the County in conjunction with this Project.

1.5.7 **Qualified Staff; Sufficient Personnel.** The Consultant will assign and maintain, at all times during the term of this Agreement, a staff of competent personnel who are fully qualified to perform the services required by this Agreement, and will provide a sufficient number of personnel as is necessary for the performance of services for the timely completion of the Project.

1.5.8 **Key Personnel.** The Consultant has provided to the County a list of individuals whom it will use on the Project, a copy of which is attached as Appendix B (***"Key Personnel"***). The Consultant will set forth in **Appendix B and C** a description, in reasonable detail, of the assignment, current hourly rate, qualifications, disciplines, areas of expertise and, as applicable, State of Illinois license or registration numbers of each of the Key Personnel. Appendix B will also identify those Key Personnel who are employees or principals of sub-consultants identified pursuant to Section 1.5.9 below, setting forth the same information as required of its own employees and identifying the sub-consultant with which such individual is affiliated. The Consultant will not make any change or reassignment of Key Personnel and will not make any change to the hourly rates for such personnel, without prior notice to and prior acceptance by the County. In the case that any of the Key Personnel will not at any time be able to perform his or her assigned function as described in this Agreement, the Consultant will promptly give written notice thereof to the County and furnish an alternate individual in replacement of any such Key Personnel which alternate individual will be acceptable to the County and will thereafter be subject, as one of the Key Personnel, to the provisions of this Section 1.5.7. The County may, at any time, give written notice to the Consultant requesting the removal of any of the Key Personnel or any of the Consultant's other assigned personnel from the Project. Upon receipt of such notice, the Consultant will forthwith remove such Key Personnel or other assigned personnel and furnish to the County other acceptable personnel, which personnel will thereafter be subject to the provisions of this Section.

1.5.9 **Subcontracts.** The Consultant proposes to enter into subcontracts with the sub-consultants it has

identified in Appendix **C** for services to be provided pursuant to this Agreement. No other sub-consultants may be retained by the Consultant without prior notice to and prior acceptance by the County and no change in any of the Key Personnel identified in attached Appendix **B** affiliated with the sub-consultants therein identified or other sub-consultants hereafter accepted will be made without prior written notice to and prior acceptance by the County. The Consultant will provide copies of each of its subcontracts and any and all changes thereto to the "Chief Procurement Officer" promptly after the formation or execution thereof, and will provide an updated Appendix **B** to the Project Director within 14 days after the Effective Date and from time to time thereafter, as subcontracts are executed, setting forth the agreed upon compensation to be paid to each sub-consultant. The terms of all such subcontracts and changes thereto will conform to the terms of this Agreement in all material respects. Notwithstanding any of the foregoing, the provisions of this Section 1.5.9 will not apply to employment agreements between the Consultant and its employees.

1.5.10 Project Documents, Ownership. All documents, data, studies, drawings, specifications, CADD files, meeting minutes, schedules, notices, logs, supplemental information and reports, and any revisions or additions to any of the foregoing prepared or received pursuant to this Agreement by the Consultant, its subcontractors, agents and employees (the "***Project Documents***") will, upon the preparation thereof and at all times and in all events thereafter, be the property of the County; provided, however, that standard design details and specifications created prior to the date of this Agreement and not unique to the Project (the ***"Excluded Project Documents")*** will remain the property of the Consultant, subject to an irrevocable license which is hereby granted to the County for full use and enjoyment of the Excluded Project Documents for any purpose for one hundred years or as long as the Project is in existence. For the purposes hereof, this Agreement constitutes a Bill of Sale from the Consultant and all of its sub-consultants in favor of the County for the Project Documents (other than the Excluded Project Documents). The Consultant, for itself and for and on behalf of its subcontractors, agents and employees, does hereby sell, assign and transfer to the County absolutely free and clear of all liens, interests, claims and encumbrances, all such Project Documents as and when prepared or received, subject only to a license in favor of the Consultant, its subcontractors, agents and employees to use the same in the performance of their duties and obligations under this Agreement.

1.5.11 No Release by Acceptance of Work. Neither the County's right to review the work of the Consultant, nor the County's acceptance or approval of the Consultant's work, will (i) be construed as a release or waiver of the Consultant; or (ii) excuse the Consultant from the performance of its duties and obligations under this Agreement; or (iii) serve as the basis of a claim, defense or counterclaim by the Consultant in any judicial, administrative or other proceeding arising out of or in connection with this Agreement.

1.5.12 Defense of Claims. The Consultant will cooperate with the County and provide all such professional services of the Consultant as may be necessary or required by the County in defending any and all claims against the County which, as reasonably determined by the County, relate in any way to alleged errors or omissions of, or alleged failure to perform the services of this Agreement, by the Consultant. . If it is determined that any such claim arose out of negligent errors or omissions of the Consultant or any of its sub-consultants, such services will be without additional compensation to the Consultant, its employees, agents and subcontractors.

1.5.13 Time Limitations. The Consultant acknowledges that it is familiar with the time limitations and requirements as they pertain to the Project. The Consultant agrees to perform all of its services and obligations under this Agreement in a timely manner.

1.5.14 Consultant's Work Restrictions.

INTENTIONALLY DELETED

1.5.15 Consultant's Promotional Materials. The Consultant will not include representations of the design of the Project in the Consultant's promotional and professional materials without the express prior written consent of the County, which may be granted or withheld in the County's sole discretion. The

Consultant's materials will not include the County's confidential or proprietary information.

1.5.16 Conflict Of Interest. The Consultant covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement no person having any such interest will be employed. The Consultant agrees to inform the County on a timely basis of all of the Consultant's interests, if any, which are or which the Consultant reasonably believes may be incompatible with any interest of the County. The Consultant will not use for personal gain or make other improper use of privileged information which is acquired in connection with its services under this Agreement. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development, medical, personnel or security records of individuals, anticipated material requirements or pricing actions, and knowledge of selection of contractors and subcontractors in advance of official announcement. The Consultant agrees to familiarize itself with County rules and regulations and inform its employees of all County policies respecting contraband and other matters.

1.5.17 Confidentiality. The Consultant acknowledges and agrees that information regarding this Agreement is confidential and will not be disclosed, directly, indirectly or by implication, or be used by the Consultant in any way, whether during the term of this Agreement or at any time thereafter, except solely as required in the course of the Consultant's performance of services hereunder, or under compulsion of law. In the event the Consultant has been served with a subpoena or request for documents filed in any action in any court or administrative agency in connection with the execution, negotiation or implementation of this Agreement, the Consultant will give prompt and timely notice to the County so that the County will have an opportunity to contest such subpoena or request for documents unless such notice can not be provided because of a court order issued by a court of competent jurisdiction. The Consultant will comply with the applicable privacy laws and regulations affecting the County and will not disclose any of the County's records, materials, or other data to any third party, other than its attorneys or other individuals within the Consultant's related business entities who have a need to know and who agree in advance not to make further disclosure. The Consultant will not have the right to distribute statistical analyses and reports utilizing data derived from information or data obtained from the County without the prior written approval of County, other than to its attorneys or other individuals within the Consultant's related business entities who have a need to know and who agree in advance not to make further disclosure. In the event such approval is given, any such reports published and distributed by the Consultant will be furnished to the County without charge.

1.5.18 Compliance with Laws. The Consultant will 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 this Agreement. Assurance of compliance with this requirement by the Consultant's employees, agents and subcontractors will be the responsibility of the Consultant.

1.5.19 Lobbyist Ordinance. The Consultant will take notice of the County Lobbyist Registration Ordinance and will comply with all the provisions therein. The Consultant will not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favors from individuals or organizations with whom the Consultant is doing business or proposing to do business, in accomplishing the services under this Agreement.

1.5.20 Accident Reports. The Chief Procurement Officer will be given written notification within twenty-four (24) hours of receiving notice of any occurrence, on the site or otherwise, which pertains in any way to this Agreement and involves the Consultant's own personnel, or those of any of its sub-consultants whether said occurrence be in the nature of bodily injury to employees or third parties or property damage. The report will include the name of person(s) injured, name of his or her employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated such person(s) for injuries sustained, and such other information as may be relevant. The local police will be notified by the Consultant of any occurrence requiring an official police record. The accident report

will indicate whether the police were notified and, if so, the number of the police report.

1.5.21 **Use of Premises.** The Consultant will confer with the County to ascertain full knowledge of all rules and regulations of the County facilities relative to this Agreement and will comply therewith. The Consultant will confine the operations of its employees, agents and subcontractors to the limits indicated by laws, ordinances, permits and/or direction of the Project Director and will not unreasonably or unnecessarily encumber the premises with materials or debris. The County reserves the right to prohibit any person from entering a County facility for any reason. All contractors and subcontractors of the Consultant will be accountable to the Project Director while on the County's property and will abide by all security regulations imposed by the County. The Consultant will not load or permit any part of the structure to be loaded with weight that will endanger the structure's safety.

ARTICLE 2

BASIC SERVICES

2 BASIC SERVICES

The Consultant's Basic Services consist of all those services described in Appendix A.

2.1 GENERAL

2.1.1 Project Documents; Deliverables.

2.1.1.1 Submittals/Deliverables.

Any and all document submissions/deliverables required to be produced by the consultant pursuant to this Agreement shall be delivered to the Project Director. the Consultant shall as part of its Basic Services and not as Reimbursable Expenses, submit six (6) copies of written report-type submissions/deliverables, one of which shall be in a reproducible format. As part of basic Services and not as Reimbursable Expenses, the Consultant shall submit six (6) copies of all drawing-type submissions/deliverables, one of which shall be in reproducible format. If more than the required six (6) copes, of submissions/deliverables described in this Section 2.1.1. are requested by the County, then only such additional copies shall be reimbursed as Reimbursable Expenses, if submitted in accordance with Section 6.3. Where approval or acceptance is required on the part of the County of such submission/deliverable, the Project Director shall, in accordance with Section4.1.2 be responsible for notifying the Consultant whether such submission deliverable is accepted or approved by the County. The County reserves the right to revise these procedures, as it deems necessary. Any such revisions shall be effective up receipt of written notice thereof from the County to the Consultant.

2.1.1.2 Maintenance. INTENTIONALLY DELETED

2.1.1.3 Project Documents; Correction. INTENTIONALLY DELETED

2.1.2 **Monthly Progress Reports.** Throughout the term of this Agreement, the Consultant will prepare monthly progress reports which relate to the complete Project status. The monthly progress reports will include such records and information are requested by the County, but will include, as a minimum, the following: (a) updated site plan and photos; (b) the most recently accepted Schedule for the Project; (c) status of compliance with Government and Other Standards, and an updated copy of the checklist described in Section 2.1.9; (d) activities completed since the last report; (e) items pending since the last report (f) projected progress; (g) outstanding decisions required from others; (h) change order summary; (i) a lien claim summary; (j) a list of known defects and status of corrections taken; (k) a list of any known problems that may have a material, adverse impact on the design, construction or cost of the Project; and (l) and all matters of which the Consultant believes the County should be aware. Monthly progress reports will be provided to the County once a month and no later than seven (7) days after the end of the calendar month considered in such report. Monthly Progress Reports may not contain more than one month in a report.

2.1.3 **Budget, General.** The County has developed a ***Budget*** which establishes the cost quality standards for the Project. The County reserves the right to modify the Budget from time to time.

2.1.4 ***Budget, Notifications and Recommendations.*** Should the Consultant determine that the Project cannot be accomplished within the Budget approved by the County, the Consultant will promptly notify the County, in writing with sufficient detail and with explanation of the reasons therefore, together with recommendations representing the best judgment of the Consultant, so that the Project scope in relation to Budget can be reviewed and modified as necessary at the direction of the County.

2.1.5 **Phasing.** The Consultant will advise the County concerning the advisability and feasibility of separating the Project into various phases of work and the advisability and feasibility of the County's assignment of any portion of Project to the County's own forces.

2.1.6 **Preliminary Permit Approvals.** it is the responsibility of the Consultant to obtain written approvals from the appropriate governmental authorities, permits including but not limited to building departments and fire department or marshals, to the extent such written approvals are issued by such authorities, reflecting that the Project Documents satisfy local codes and ordinances, and have been approved for issuance of required permits. Written approvals required by this Section must be secured and transmitted to the County prior to commencement of Services.

2.1.7 ***Specific Schedule Requirements.*** The Consultant will prepare the Schedule so that it includes adequate allowances for the County's review of the Consultant's work and for such governmental, regulatory and accrediting agency approvals as may be required in connection with the Project;

2.1.8 ***Adherence to Schedule.*** Time limits established by the Schedule will not, except for reasonable cause or following written approval, which approval will not be unreasonably withheld, be exceeded by the Consultant or the County. The Consultant's services will be performed in accordance with the Schedule and as expeditiously as is consistent with the Standard of Care and the orderly progress the Services.

2.1.8.1 ***Notice of Failure to Adhere to Schedule.*** Once the Schedule is approved by the County, it is the responsibility of the Consultant to promptly notify the County of any failure of strict adherence to the Schedule by any party or entity. The Consultant will promptly notify the County of any conditions, events or the occurrence of any other known matter which has or may cause a delay in the Schedule.

2.1.8.2 ***Notification of Milestones.*** Seven (7) days prior to each Milestone within the Schedule the Consultant will notify the County of the Consultant's opinion, based upon information available at the time, whether such Milestone will be met and if Consultant believes such Milestone cannot or will not be met, the nature of the delay, the cause of the delay and whether such delay will affect the Schedule. Failure to comply with this Section will waive the Consultant's right to seek additional compensation in the event of any delay in the Project.

2.1.8.3 ***Submittals.*** Unless otherwise directed by the County, the Consultant will submit all milestone submittals required for the Project complete and in an organized format. Partial submittals will not be accepted. Notwithstanding any milestone submittal date accepted by the County, the actual submittal date will be when all required documents for the submittal are received by the County.

2.1.9 **Information to Be Provided by County.** The County will provide the Consultant with the relevant documentation and information pertaining to the Project and will reasonably cooperate with the Consultant with respect Project completion.

2.1.10 **Consultant Responsible for Documents and Reports.** Notwithstanding anything to the contrary contained in this Agreement and without limitation on any other rights and remedies of the County, the Consultant will be obligated at its cost and expense to revise any document prepared by the Consultant, its subcontractors, agents or employees for the Project if the matters covered by such revisions could and should reasonably have been discovered by the Consultant in the performance and observance of its services under this Agreement.

ARTICLE 3

ADDITIONAL SERVICES

3 AUTHORIZATION AND REIMBURSEMENT

The additional services described in this Article 3 are not included in Basic Services unless otherwise noted in Appendix A and shall be paid for by the County as provided in this Agreement, in addition to the compensation for Basic Services; provided however, that the services described in this Article 3 shall be furnished only if they are previously authorized by the County in writing.

3.1 ENGINEERING AND TESTING SERVICES

When requested by the County, the Consultant will provide structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials and other laboratory and environmental tests, inspections and reports required by law.

3.2 INVESTIGATIONS, INVENTORIES AND ASSESSMENTS OF EXISTING FACILITIES

When requested by the County, the Consultant will make investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing utilities/ facilities.

3.3 OTHER SERVICES

When requested by the County, the Consultant will provide any other services not otherwise included in this Agreement which would not be customarily furnished in accordance with generally accepted architectural practices.

ARTICLE 4

COUNTY'S RESPONSIBILITIES AND ADDITIONAL RIGHTS

4 COUNTY'S RESPONSIBILITIES AND RIGHTS

The County will have the following specific responsibilities and rights under this Agreement.

4.1 COUNTY'S RESPONSIBILITIES

4.1.1 Cooperation with Consultant. The County will cooperate with the Consultant in order to enable the Consultant to perform its work hereunder and will direct its employees, agents, contractors and consultants to reasonably cooperate with the Consultant.

4.1.2 Approvals; Acceptances; Decisions. The County will render approvals, acceptances and decisions required by the Consultant in a reasonably expeditious manner for the orderly progress of the Consultant's services and the Project.

4.1.3 Faults; Defects. The County will promptly advise the Consultant if the County becomes aware of any fault or defect in the Project.

4.1.4 Point Of Contact. The Project Director will, on behalf of the County, act as the primary point of contact for the Consultant with the County and render decisions in a timely manner where such decisions do not result in any change or modification of this Agreement or of the Project. The Consultant's communications with the County, including but not limited to all reports, should be directed through the Project Director to the greatest extent possible, except for written notices, which will be made in accordance with Section 11.3.

4.1.5 Additional Costs.

(a) Requests for changes which could individually or cumulatively result in Additional Costs in excess of ten percent (10%) of the original cost of the Agreement or extend the scheduled completion date of

the Agreement by more than one (1) year from the completion date of this Agreement shall be submitted to the Project Director for approval by the County's Board of Commissioners (the "Board").

(b) Requests for changes which are not described in (a) above shall be submitted to the Project Director for approval by the Chief Procurement Officer.

The concept of "cumulative" takes into account (i) all prior changes resulting in an extension of the scheduled completion date, as well as the current request for changes and (ii) all prior changes resulting in Additional Costs, as well as the current request. The thresholds for changes requiring Board approval described above in (a) above are currently in the Cook County Procurement Code and if such thresholds shall be amended by action of the Board, such new thresholds shall be deemed to apply to this Agreement from the effective date of such amendment

4.1.6 **Authorization to Issue Written Notices.** The Director of the Office of Capital Planning and Policy, or his authorized representative, is authorized to issue all written notices to the Consultant which the County may find necessary or appropriate in connection with this Agreement, except where otherwise provided.

4.1.7 **Approval or Acceptance of Consultant's Work.** The County will approve or accept work of the Consultant only where such work conforms with the following conditions: (i) the work has been performed in accordance with this Agreement; (ii) cost estimates are below the Budget; and (iii) cost estimate and design quality deviations and discrepancies are reconciled or in the process of reconciliation to the satisfaction of the County. The County not obligated to authorize any work or accept advice, recommendations or directives of the Consultant which knowingly increase the cost of the Project beyond the approved Budget.

4.1.8 **Existing Information.** Upon the Consultant's request, the County will furnish any documentation or surveys in the County's possession describing physical characteristics, legal limitations and utility locations for the site of the Project and any legal description of the site that the County has in its possession.

4.1.9 **Geotechnical Engineers.**

INTENTIONALLY DELETED

4.1.10 **Services of Other Consultants.** The County, at its discretion, will furnish the services of other consultants when such services are outside the scope of Basic Services but otherwise necessary for the Project, upon the Consultant's request. The County will have the sole discretion in determining what services are necessary for purposes of the Project.

4.2 **ADDITIONAL RIGHTS OF COUNTY.**

4.2.1 **Review of Certificates/Certifications.** The proposed language of certificates or certifications requested of the Consultant or the Consultant's consultants will be submitted to the County for review and approval at least seven (7) days prior to execution. The County will not request certifications that would require knowledge or services beyond the scope of this Agreement.

4.2.2 **Materials Inspection and Responsibility.** The County will have a right to inspect any material to be used in carrying out this Agreement, but such inspection will not constitute acceptance or approval by the County of such material and will not relieve the Consultant or any other person from the performance of and compliance with the provisions of this Agreement or any other contract in respect of the Project. The County does not assume any responsibility for the availability of any materials and/or equipment which the Consultant provides under this Agreement.

4.2.3 **Reduction of Professional Services.** The County reserves the right to reduce the scope of services set forth in this Agreement. In the event the County reduces the scope of services, the Consultant will be entitled to compensation for services actually rendered and authorized Reimbursable Expenses actually incurred in accordance with Articles 6 and 7.

4.2.4 **Project Suspension.** The County will have the absolute right to suspend the Project. Where the County suspends the Project any work performed by the Consultant during such suspension period will be at the Consultant's sole risk and the County will not be responsible for any compensation or delay damages on account of such suspension period. The Consultant agrees to keep such Key Personnel available during all suspension periods which do not exceed three (3) months.

4.2.5 **Termination for Lack of Receipt of Necessary Approvals.** Notwithstanding anything to the contrary contained in this Agreement, this Agreement is expressly contingent upon receipt by the County of all necessary approvals to complete the Project from applicable federal, state and local authorities; In the event the County does not obtain approval for the Project or any phase, portion thereof or if such approval has been cancelled, rescinded or modified, this Agreement or, at the County's election, that part of this Agreement attributable to the phase or portion not approved, cancelled, rescinded or modified will be terminated without further action by either party and thereupon neither party will have any further liability or obligation to the other with the exception of the payment by the County to the Consultant of services actually rendered and authorized Reimbursable Expenses actually incurred in accordance with the Cost Loaded Schedule. Such payment so made to the Consultant will be full settlement for services rendered under this Agreement and Consultant's sole remedy.

4.2.6 **Termination for Convenience.** The County may terminate this Agreement, terminate a portion of the Consultant's services under this Agreement, or reduce the scope of the Project, the Consultant's services or both, at any time by notice in writing from the County to the Consultant. If the Agreement is terminated by the County, the Consultant will deliver to the County all finished or unfinished documents, data, studies and reports prepared by or on behalf of the Consultant under this Agreement and these will be and become the property of the County. Payment for the work performed before the effective date of such termination will be based upon services actually rendered and authorized Reimbursable Expenses actually incurred in accordance with the **Cost Loaded Schedule.** Such payment so made to the Consultant will be full settlement for services rendered under this Agreement and Consultant's sole remedy. If the County terminates a portion of the Consultant's services under this Agreement or reduces the scope of the Project or the Consultant's services, the County and Consultant will negotiate in good faith a reduction in the Consultant's compensation to reflect the value of the services performed and to be performed.

ARTICLE 5

INSURANCE AND INDEMNIFICATION

5 INSURANCE AND INDEMNIFICATION

5.1 INDEMNIFICATION

The Consultant agrees to pay and reimburse and defend, indemnify, keep and hold harmless the County, its commissioners, officials, employees, agents and representatives and their respective heirs, executors, administrators, successors and assigns from and against any and all losses, demands, obligations, costs, damages, liabilities, suits, actions, judgments, claims (including, but not limited to, claims for the infringement of any patents, copyrights, licenses or other intellectual property rights) and expenses, including, but not limited to, attorneys' and experts' fees and expenses at trial and on appeal and litigation expenses, arising out of or connected with: (a) the Consultant's negligent performance or nonperformance of this Agreement; (b) any negligent or intentional misstatement contained in any representation made by the Consultant in or pursuant to this Agreement; (c) any breach of any warranty made by the Consultant in this Agreement or in any documents or certifications required by this Agreement; or (d) any negligent errors, omissions or acts of the Consultant, its subcontractors, agents or employees. The Consultant expressly understands and agrees that any insurance protection required by this Agreement will in no way limit its responsibilities or liabilities or serve as a limit in recovery under this Section 5.1. The provisions of this Section 5.1 are applicable to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render them void or unenforceable.

5.2 HARDWARE AND SOFTWARE LICENSING

If any equipment, hardware or software is used by the Consultant in the performance of its services and any injunction is entered restraining the Consultant, the County or any of their respective commissioners, officials, officers, employees, agents or representatives from using such equipment, hardware or software or any part thereof, then the Consultant will, at its expense without reimbursement from or compensation by the County, promptly provide or otherwise secure for the County, at the Consultant's election, one of the following: the right to continue using the equipment, hardware or software; an equivalent system; or a modified system or modified component parts which perform in a substantially similar manner to the original system, but do not infringe on any patents, copyrights, licenses or other intellectual property rights.

5.3 INSURANCE REQUIREMENTS

The Consultant will purchase and maintain during the term of this Agreement insurance coverage which will satisfactorily insure the Consultant against claims and liabilities which could arise in connection with this Agreement. The forms of coverage, limits of liability, deductibles or self-insured portions, insurance provider and premium for such insurance coverage is subject to the County's prior review and approval. The insurance coverage required is as follows:

5.3.1 **Worker's Compensation Insurance** covering any and all claims which may arise because of the Worker's Compensation and Occupational Disease Acts of the State of Illinois. The employer's liability section of the Worker's Compensation policy will have a limit of not less than $500,000.00 each Accident, $500,000.00 each Employee, $500,000.00 policy limit for disease and Broad form all states coverage.

5.3.2 **Commercial General Liability Insurance** protecting against public liability claims which may arise in the course of performance of this Agreement with a combined bodily injury and property damage limit of $1,000,000.00 per occurrence and $1,000,000.00 aggregate.

5.3.3 **Comprehensive Automobile Liability Insurance**, including employers non-ownership and hired car coverage, protecting against automobile claims whether on or off the County's premises with bodily injury limits of not less than $1,000,000 per person and $1,000,000 per occurrence and property damage limits of not less than $1,000,000 per occurrence. The uninsured motorists insurance will be in accordance with Illinois requirements.

5.3.4 **Professional Liability,** covering acts, errors or omissions must be maintained with limits of not less than $2,000,000. Coverage must include contractual liability. Subcontractors performing services for Consultant must maintain limits of not less than $1,000,000.

5.3.5 **Valuable Papers Insurance** in an amount not less than $500,000 to cover any loss occasioned by fire, theft or any other cause

5.3.6 **Umbrella Excess Liability Insurance** with limits of not less than $3,000,000.00 for each occurrence for all liability and $3,000,000.00 in the aggregate per policy year

The policy limits stated for each type of insurance coverage required under this Agreement will be subject to such commercially reasonable increases as the County may from time to time request or as may be required by law, provided however that the County will pay for such increases to the extent such are not required by law. The Consultant will be responsible for payment of all policy deductibles.

Subcontractors Required for Specialized Services and Equipment and Special Insurance Requirements

The Consultant is responsible for providing all services and equipment required to fulfill the scope of this work. Subcontractors that are required to provide destructive testing, operators for boom and crane vehicles required

to access the work, operators for generators that may be required to provide electricity for any equipment are required to have the insurance noted below separate from the Consultant's insurance policy.

5.4 POLICY LIMITS SUBJECT TO INCREASE

The policy limits stated for each type of insurance coverage required under this Agreement will be subject to such commercially reasonable increases as the County may from time to time request or as may be required by law, provided however that the County will pay for such increases to the extent such are not required by law. The Consultant will be responsible for payment of all policy deductibles.

5.5 WAIVER OF CLAIMS

The County and the Consultant waive all rights against each other and against the other's contractors and subcontractors, consultants, partners, agents or employees for damages caused by fire or other perils to the extent that such damages are covered by property insurance. The Consultant will include in its contract with any sub-consultant on the Project a clause in which such sub-consultant similarly waives such rights and claims against the County, its other consultants, agents and employees. The County has provided the Consultant and all subcontractors, and will not revise such requirements with respect to waiver of rights and claims without approval of the Consultant, which approval will not be unreasonably withheld.

5.6 ADDITIONAL INSUREDS

The Consultant will cause the County, its commissioners, officials and employees to be listed as additional insureds on its Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance policies and Umbrella Excess Liability policies. As an additional insured, the County reserves the right to notify the Consultant's insurance carrier of any claims the County may have against the Consultant.

5.7 EVIDENCE OF INSURANCE

The Consultant will furnish to the Chief Procurement Officer and to the County's Director of Risk Management certificates of insurance, and upon the County's request, full copies of all Insurance Policies evidencing coverage as stated above issued by an insurance company authorized to do business under the laws of the State of Illinois, accepted by the County and will have a financial rating no lower than VII and a policy holder's service rating no lower than (A) as listed in A.M. Best's Key Rating Guide, current edition or interim report. Such policies will provide that no cancellation or modification of the policies will occur without at least sixty (60) calendar days prior written notice given to the County.

5.8 NO WORK WITHOUT INSURANCE

The County will not allow the Consultant to commence, and the Consultant will not commence any work under this Agreement, until all insurance required under this Agreement is purchased and evidence of such is received and approved by the Chief Procurement Officer and the Cook County Director of Risk Management. Thereafter, the Consultant will, not less than 60 days prior to the expiration of each and any policy of insurance required hereunder or in the case Consultant replaces its insurance with another policy or another carrier, deliver to the Chief Procurement Officer evidence satisfactory to the Chief Procurement Officer of the renewal or replacement of such expiring policy. The renewal or replacement policy will comply with the provisions of this Article 5.

5.9 ERRORS AND OMISSIONS LIABILITY INSURANCE

The Consultant will maintain Professional Errors and Omissions Liability Insurance with limits not less than $5,000,000 per occurrence and $5,000,000 in the aggregate, with a deductible of no more than $25,000 per negligent act, error or omission and in the aggregate. The deductible will be the responsibility of the Consultant. Such insurance will be provided on a claims made basis and will be kept in force for a period not less than three years beyond Final Completion of the entire Project. Such insurance will be primary with respect to other insurance maintained by the Consultant. To the extent available, such insurance will be retroactive to the date that the Consultant commences services pursuant to this Agreement.

5.10 MAINTENANCE OF INSURANCE REQUIREMENTS

The Consultant will not violate or knowingly permit to be violated any condition of the policies of insurance provided by the terms of this Agreement and will at all times satisfy the requirements of the insurance companies issuing them.

ARTICLE 6

BASIS OF COMPENSATION

6 COMPENSATION FOR BASIC SERVICES

The County will compensate the Consultant as follows and in accordance with the payment procedures set forth in Article 7:

6.3 COMPENSATION FOR BASIC SERVICES

For the faithful and complete performance of the Consultant's Basic Services under this Agreement, as described in Article 2, compensation will be based on a "Not To Exceed" lump sum amount of $42,000. Progress payments for Basic Services will not exceed the actual progress of the Project and be submitted monthly pro rata to completion.

6.4 COMPENSATION FOR ADDITIONAL SERVICES:

Compensation for Additional Services as described in Article 3 will be either on the basis of a lump sum fee or an hourly rate of Key Personnel plus Reimbursable Expenses actually incurred. The scope of work of the Additional Services and the method of compensation for such Additional Services will be negotiated in advance of any such Additional Services being rendered. Progress payments for Additional Services will be submitted monthly pro rata to completion in accordance with the Cost Loaded Schedule developed for such Additional Service. The County has established a budget, which will not exceed the sum of ($15,000) for Additional Services for this Agreement. No funds from this budgetary category will be expended or authorized without the advance written authorization of the County. Regardless of whether Additional Services are rendered, the County will have no obligation to pay for Additional Services unless the same have been specifically set forth in a writing prepared by the Consultant and approved in writing by the County.

6.5 COMPENSATION FOR REIMBURSABLE EXPENSES

The Consultant's budget for Reimbursable Expenses will not exceed ($5,000) for previously authorized expenses falling within the following categories: (a) document printing and distribution and (but only to the extent such printing and distribution exceeds the copies of submissions/deliverables and printing of bidding documents included in Basic Services pursuant to Sections 2.1.1.3 and 2.5.6 or elsewhere in this Agreement); (b) out of town travel requested by the County; (c) messenger services requested by the County; (d) expense of renderings, models and mock-ups requested by the County. All other out of pocket expenses generally incurred in performing the Basic Services will not be considered reimbursable by the County, such as long distance phone calls and faxes, clerical and secretarial services, in house copying, study models, overnight deliveries to team members, local hotel stays, meals, taxi cab expenses, mileage and parking expenses.

The Consultant will submit receipts and any other documentation reasonably requested by the County to support the claim for Reimbursable Expenses. Reimbursable Expenses are subject to audit by the County at least annually and within ninety (90) days of the date of Final Completion for the Project. The County's advance written approval of all Reimbursable Expenses is required.

6.6 RECORDS OF WORK PERFORMED; COOK COUNTY CODE, CHAPTER 34, SEC. 34-310

Regardless of compensation structure, the Cook County Code requires that the CMA maintain and submit for review upon request by the Director, 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.

6.7 COMPENSATION FOR EXTENSIONS OF PROJECT DURATION

Except as provided in and subject to Section 4.2.4 regarding Project suspension, if the Project duration is extended beyond the scheduled completion date as defined by the Schedule without fault on the part of the Consultant and where the Consultant has given all required notices of Project delay as set forth in Sections 2.1.12.4 and 2.1.12.5, then the Consultant will be entitled to assert claims for additional compensation provided that, within fourteen (14) days after the Consultant has knowledge of any circumstance which may give rise to an extension of the Project duration, it will submit written notice of its claim to the County, specifying such circumstance. The timely provision of this notice in proper form is a condition precedent to the making of a valid claim. If such notice is not given for any such period of delay, the Consultant waives any claim it may have for additional compensation for such period of delay

6.8 ERROR AND OMISSION RETAINAGE FUND

In certain circumstances described below, the County will retain a portion of the Consultant's pay application requests in accordance with the procedures set forth in this Section 6.5 to serve as a security for any claims the County may have against the Consultant due to alleged errors and omissions of the Consultant in the performance of its services pursuant to this Agreement. The retained funds (hereinafter the "***Error and Omission Retainage Fund***") will not be deemed a penalty or liquidated damages by reason of such errors and omissions of the Consultant.

6.8.3 "E & O Costs" Defined. The cost of change orders made necessary by reason of alleged errors and omissions of the Consultant and determined by the County to be directly related to such alleged errors and omissions are hereinafter referred to as "E & O Costs".

6.8.4 "1 % Threshold" Defined. The 1% Threshold is the point at which the aggregate E & O Costs exceed one percent (1 %) of the Contract for Construction (the ***"1 % Threshold"***).

6.8.5 Retainage Amount Defined. The County acknowledges that the measure of damages attributable to errors and omissions may not be the full amount of the change order necessary to correct such error or omission, and that the damages may be difficult to quantify until the change is completed. Therefore, the amounts that will be withheld and allocated to the Error & Omission Retainage Fund from time to time are limited to ten percent (10%) of the E & O Costs in excess of the 1 % Threshold (the "***Retainage Amount***"), as an estimate of the actual damages, to be determined later. The Error & Omission Retainage Fund will not exceed Two hundred fifty thousand dollars ($250,000.00) and no additional withholding for the Error and Omission Retainage Fund after such limit is reached.

6.8.6 Commencement of Withholding. When the County determines that E & O Costs exceed the 1 % Threshold, the County will withhold the Retainage Amount from the next pay application request received; provided, however, that if the pay application request is less than the Retainage Amount the County will withhold the balance from succeeding pay application requests until such Retainage Amount has been fully withheld. The Retainage Amount will be adjusted as any additional change orders are processed to reflect E & O Costs included in such change orders.

6.8.7 Release of Fund. If at Final Completion of the entire Project, the County's damages due to the Consultant's errors and omissions are less than the 1 % Threshold, the County will release the full Error and Omission Retainage Fund to the Consultant. If at Final Completion of the entire Project, the County's damages resulting from errors and omissions of the Consultant exceed the 1 % Threshold, the County will retain that portion of the Error and Omission Retainage Fund necessary to satisfy the County's damages, and release the balance to the Consultant. To the extent that the Error and Omission Retainage Fund is insufficient to fully satisfy the County's damages, the County will have the right to seek compensation from the Consultant directly for that portion of the County's damages which are not satisfied.

6.8.8 In Effect beyond Termination. This Section 6.5 will remain in effect, enforceable and applicable notwithstanding the termination of this Agreement for any cause.

ARTICLE 7

PAYMENTS TO THE CONSULTANT

7 PAYMENT PROCEDURES

7.3 PAYMENTS FOR BASIC SERVICES

The Consultant will submit a payment application once a month for Basic Services. Payments for Basic Services will be made monthly and will be governed by Section 6.1. Payments for Additional Services and Reimbursable Expenses will be made monthly upon presentation of the Consultant's statement of services rendered or expenses incurred. No late payment interest or penalties will accrue for any payment due (including any and all payments made on disputed claims) pursuant to the terms of this Agreement.

7.4 INVOICING

For each payment hereunder, the Consultant will compile and submit its payment application in conformance to the County's Payment Application Guidelines which includes the submittal of the following documentation to the Project Director. All documentation will be provided in the County's standard format or such format as is requested by the Project Director. The County may at any time modify invoicing requirements or request additional information Separate invoices will be submitted for Basic Services, Additional Services and Reimbursable Expenses.

7.4.3 Form 29A. Invoices will be submitted in triplicate for each payment, using County Invoice Form 29A. Invoices will include an itemization of the services provided during the period covered by such payment in accordance with the Cost Loaded Schedule.

7.4.4 Certification of Sub-Consultants to be Paid. Consultant will submit a list (Consultant's Sworn Statement) in the Coutny format of the sub-consultants providing services during the period covered by such payment, and the amounts billed by and to be paid to such sub-consultants. Such list will be certified by the senior financial officer of the Consultant as true, correct and complete.

7.4.5 Lien Waivers. Consultant will submit professional lien waivers in the County format, executed by each sub-consultant indicating that such sub-consultant has received payment from the Consultant for the services invoiced in the previous payment and waiving liens for the work performed in such payment period.

7.4.6 Cook County Code, Chapter 34, Sec. 34-31.0 Pursuant to the Cook County Code, Consultant shall be required to submit itemized records as a condition of payment, indicating the dates or time period during which the services being invoiced were provided, a detailed description of the work performed for the time period being invoiced and the amount of time spent performing work for the time period in question. In addition, Consultant shall be required to submit documentation of the types and amounts of expenses when submitting invoices for Reimbursable Expenses, as a condition of payment.

7.5 RECORDS OF EXPENSES

The Consultant will keep and maintain records of all of its Project-related expenses including, but not limited to, time sheets, payroll records, expense journals and billings from Consultant's contractors, subcontractors, agents and consultants and others, for a period of not less than four years following the date of Final Completion of the Project. Consultant will require its sub-consultants to keep similar records. Upon ten (10) days written notice from the County, the Consultant will make these records available to the County for audit, inspection and copying.

7.6 RIGHT TO AUDIT; LIMITATION ON WAIVER OF DISPUTE

Payment by the County will not be a waiver of the County's right to audit, inspect and copy the Consultant's records, nor will the County's payment or the Consultant's acceptance of payment waive any disputes between

the County and the Consultant, including, without limitation, any disputes as to the correctness of the Consultant's invoices, the amount due to the Consultant, or the services rendered by the Consultant under this Agreement. The Consultant's compensation will be subject to final audit and adjustment by the County.

7.7 COUNTY'S RIGHT TO WITHHOLD

The charges, wages and salaries of the Consultant and the subcontractors, agents and employees performing work under this Agreement hired, retained or engaged by the Consultant will be paid by the Consultant in accordance with its contract or applicable law without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by applicable regulations or contract. If there is any underpayment of such charges, wages or salaries by the Consultant, and if the County determines after consulting with the Consultant that such underpayment was erroneous or without good cause, the County may withhold the amount of any underpayment from funds otherwise due or owing to the Consultant under the terms of this Agreement, for direct disbursement by the County to any underpaid subcontractors, agents or employees for and on account of the Consultant, and such disbursements will be a credit against any sums due or owing to the Consultant under the terms of this Agreement. Whenever any such funds are withheld by the County, the Consultant will be entitled to have that decision reviewed pursuant to the provisions of Section 10.1.

ARTICLE 8

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8.3 NON-DISCRIMINATION

The Consultant in performing under this Agreement, will not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, religion, age, sex, marital status, handicap, national origin, or status of discharge from military nor will the Consultant otherwise commit an unfair employment practice. The Consultant further agrees that this Section will be incorporated in all contracts entered into with suppliers of labor, materials, equipment or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

8.4 COOK COUNTY HUMAN RIGHTS ORDINANCE (adopted March 16, 1993); COOK COUNTY CODE, CHAPTER 42, SECTION 42-30, ET. SEQ.

No person who is a party to a contract with the County will 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. The Consultant is to certify its compliance with these policies and its agreement to abide by such policies as a part of its contractual obligations.

8.5 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY CODE, CHAPTER 34, Section 34-275-285, ET. SEQ.

8.5.3 Policy and Goals. It is the policy of the County to prevent discrimination in the award of, or participation in, County contracts and to eliminate arbitrary barriers for participation as both prime and sub-consultants in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE). In furtherance of this policy, the County Board of Commissioners has adopted a Minority- and Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBE and WBE firms. The Ordinance is found in the Cook County Code, Chapter 34, Sections 34-275 through 285.

8.5.3.1 ***Options for Meeting Goals.*** A Consultant may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBE or WBE firms; by subcontracting a portion of the work to one or more MBE or WBE firms; by entering into a Mentor-

Protégé Agreement with a MBE or WBE; by the indirect participation of MBE or WBE firms in other aspects of the consultant's business; or by a combination of the foregoing.

8.5.3.2 ***Failure to Carry Out Goals a Breach.*** A Consultant's failure to carry out its MBE/WBE commitments in the course of a Consultant's performance will constitute a material breach of the Agreement, and if such breach is not appropriately cured, may result in the termination of the Agreement or such other remedy authorized by the Ordinance as the County deems appropriate.

8.5.4 Required Submittals. To be considered responsive to the requirements of the Ordinance, the Consultant has submitted the documentation required to be submitted with proposals as described in Sections 8.3.2.1, 8.3.2.2 and 8.3.2.3 below. All such documentation will be reviewed by the Contract Compliance Administrator of the County.

8.5.4.1 ***Affirmative Action Plan.*** Each Consultant will submit with its proposal a copy of its current internal affirmative action plan. If a Consultant has no internal affirmative action plan, Consultant will submit a statement stating why Consultant has no such plan. In lieu of an internal affirmative action plan, a Consultant may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Projects.

8.5.4.2 ***Consultant's MBE/WBE Efforts Documentation.*** Each Consultant will submit with its proposal, supporting documentation which evidences efforts the Consultant has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

8.5.4.3 ***Consultant's Statement; Use of MBE/WBE Efforts Professionals.*** Each Consultant will submit with its proposal, a statement which discloses how the Consultant intends to maximize the use of its MBE/WBE professionals in the course of performing the Agreement.

8.5.5 Non-Compliance. Consultant will remain in compliance with the submittals provided pursuant to the above requirements throughout the term of the Agreement. If the County determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the Consultant of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

8.5.6 Reporting/Record-Keeping Requirements. The Consultant will comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, Consultant is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

8.5.7 Equal Employment Opportunity. Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to Consultant's and Sub-consultant's obligations.

ARTICLE 9

CONSULTANT'S REPRESENTATIONS AND WARRANTIES

9 REPRESENTATIONS, WARRANTIES AND COVENANTS

9.3 Consultant's Representation of Authority. The Consultant represents and warrants that the Consultant is authorized to do business in the State of Illinois and is properly licensed as an architect (or as an engineer, in cases where the Services are not architectural services but engineering services) by all necessary governmental and public and quasi-public authorities having jurisdiction over the services required hereunder. The Consultant hereby represents and warrants that the person executing this Agreement on behalf of the Consultant is duly authorized to do so and has submitted documentation evidencing such authority, and this Agreement is a legal, valid and binding obligation of the Consultant, enforceable against the Consultant in accordance with its terms, subject to bankruptcy, equitable principles and laws affecting creditor's rights generally.

9.4 Financial Capacity. The Consultant represents and warrants that the Consultant is financially solvent, able

to pay its debts as they mature and possesses sufficient working capital to complete the services required and perform the obligations hereunder based on timely payments by the County and will promptly give to the County written notice of any material adverse change in the financial condition of the Consultant.

9.5 Independent Contractor; Joint and Several Liability. The Consultant represents and warrants that the Consultant is an independent contractor and will not represent to any third party that its authority is greater than that granted under the terms of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, if the entity which is the Consultant hereunder is a partnership or a joint venture, each and every covenant, agreement, indemnity and obligation of the Consultant under the terms of this Agreement is a covenant, agreement, indemnity and obligation undertaken by each partner or joint venture partner, as the case may be, in the entity which is the Consultant (collectively, "Joint Venture Partners") jointly and severally, individually and collectively and all covenants, agreements, indemnities and obligations of Consultant will be performed and observed by any one of the Joint Venture Partners regardless of the performance or non-performance of such covenants, agreements, indemnities or obligations by any of the other Joint Venture Partners.

9.5.3 Ability to Perform. The Consultant represents and warrants that the Consultant is able to furnish the professional services, and any materials, supplies, equipment and labor required to complete the Basic Services required hereunder and perform all of its obligations and has sufficient experience and competence to do so. All personnel providing services on the Project will be qualified by training, licensing, and experience to perform their assigned tasks.

9.5.4 Familiarity with Project. The Consultant represents and warrants that the Consultant is familiar with the requirements of the Project and this Agreement, and is experienced in the areas of planning, designing, and performing architecture and engineering services, and will employ the services of others experienced in the areas of planning, designing, and performing architecture and engineering, and other services required of Consultant under this Agreement. The Consultant has the necessary skill, financial resources and personnel to successfully complete its services under this Agreement.

9.6 Covenant to Use Professional Efforts. The Consultant covenants with the County to use its professional efforts, skill and judgment and abilities to design the Project and perform all services provided hereunder in accordance with the Standard of Care.

9.7 No Reliance on Matters Not in Agreement. Except only for those representations, statements or promises expressly contained in this Agreement, no representation, statement or promise, oral or in writing, of any kind whatsoever by the County, its officials, agents, or employees has induced the Consultant to enter into this Agreement or has been relied upon by the Consultant, including any representation, statement or promise referring to: (i) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Agreement; (ii) the nature, existence or location of materials, structures, obstructions; utilities or conditions, surface or subsurface, which may be encountered at or on the site; (iii)the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general or local conditions which may in any way affect this Agreement or its performance; (v) the price of performing the Consultant's obligations; or (vi) any other matters, whether similar to or different from those referred to in (i) through (v) immediately above, having any connection with this Agreement, the negotiation hereof, any discussions hereof, the performance thereof or those employed herein or connected or concerned herewith.

9.8 Adequate Review. The Consultant represents and warrants that Consultant was given ample opportunity and time and was hereby requested by the County to review thoroughly all documents forming this Agreement prior to execution of this Agreement.

9.9 No Criminal Proceedings. The Consultant has not received notice, or has no reasonable basis for believing, that it or any of its officers are the subject of any criminal action, complaint or investigation pertaining to any felony charge, or any civil action or claim predicated on alleged acts of anti-trust violations; business fraud; discrimination due to race, creed, color, handicap, gender, marital status, age, national origin, religious

affiliation; or failure to fulfill any obligation required by law or contract pertaining to affirmative action. The Consultant will secure the same representation and warranty from its Sub-consultants and agents performing the Consultant's obligations under this Agreement.

9.10 True and Correct Statements. The statements of the Consultant contained herein and any and all documents submitted by or on behalf of the Consultant pursuant to this Agreement are and will be true and correct in all material respects, and neither this Agreement nor any of such documents omits or will omit any material fact necessary to make the statements of the Consultant contained herein or therein, when delivered to the County, in light of the circumstances under which they were made, not misleading. The Consultant will provide prompt notice to the County whenever any representation or warranty herein ceases to be true or correct.

ARTICLE 10

DEFAULT AND DISPUTES

10 DISPUTES AND DEFAULT

10.3 DISPUTES

10.3.3 Presentation of Dispute. If the Consultant disputes any decision by the County, then the Consultant will present such dispute to the Director of the Office of Capital Planning and Policy. If any disputes remain unresolved after twenty (20) days of such presentation, the Consultant may give written notice thereof to the County, requesting that the Chief Procurement Officer decide the dispute. The notice will include a description of the dispute, specify the provisions of this Agreement relating to the dispute, and state whether the dispute was previously presented to the Director of the Office of Capital Planning and Policy. Upon request of the Chief Procurement Officer, the Director of the Office of Capital Planning and Policy will submit to the Chief Procurement Officer a written response to the notice, and will send a copy of the response to the Consultant. The Chief Procurement Officer's decision on the dispute will be rendered in writing, and will be furnished to both the Director of the Office of Capital Planning and Policy and the Consultant. Dispute resolution as provided herein will be a condition precedent to any other action by the Consultant at law or in equity.

10.3.4 Continuation of Services. Notwithstanding any dispute, the Consultant will continue to discharge all of its obligations, duties and responsibilities under this Agreement as interpreted and directed by the Director of the Office of Capital Planning and Policy during the pendency of dispute resolution proceedings pursuant to this Section.

10.4 DEFAULT

10.4.3 Default by County. The County will be in default hereunder if any material breach of this Agreement by the County occurs which is not cured by the County within ninety (90) days after written notice has been given by the Consultant to the County, setting forth the nature of such breach.

10.4.4 Default by Consultant. The Consultant will be in default hereunder in the event of a material breach by the Consultant of any term or condition of this Agreement where the Consultant has failed to cure such breach within ten (10) days after written notice is given to the Consultant by the County, setting forth the nature of such breach. Notwithstanding the foregoing, if the nature of such breach is such that it cannot be cured or corrected within said ten (10) day period, Consultant will have any additional period reasonably necessary to cure or correct such breach, as long as Consultant has commenced to cure or correct such breach within such ten (10) day period and does, in fact, cure or correct such breach as soon as reasonably practicable, provided, however, that such additional period for cure will not exceed ninety (90) days, and further provided that the County will be entitled to reimbursement from Consultant for any costs or expenses incurred by County due to such breach, but will not be entitled to terminate this Agreement until the expiration of such extended cure period.

10.5 REMEDIES

10.5.3 County's Remedies. Following notice of a material breach, non-compliance or default to the Consultant, the County will have the following rights and remedies.

10.5.3.1 ***Right to Withhold Payments.*** Except in the case and to the extent provided in Section 10.3.1.3, when the County elects to continue using Consultant's services, County will have the right to withhold payments owed to the Consultant until such time as the Consultant has cured the breach or noncompliance which is the subject matter of the notice.

10.5.3.2 ***Right to Terminate.*** If the Consultant fails to remedy a material breach during the ten (10) day cure period pursuant to Section 10.2 or the extended cure period when applicable, the County will have the right to terminate this Agreement; provided, however, that the County will give the Consultant five (5) days prior written notice of termination. In the event of termination, the County reserves the right to elect to continue using the Consultant's services in whole or in part for the period of time necessary to allow the County to obtain and implement replacement services and therefore may specify in its notice of termination that the termination will not take effect until replacement services are obtained. The Consultant will agree to cooperate with the implementation of the replacement services should the County so request. During such transition period all terms and conditions of this Agreement will be in full force and effect.

10.5.3.3 ***Right to Continue Using Services.*** In all events of termination, the County may elect to continue using the Consultant's existing services in full until the effective date of termination, as described above; increase monitoring and oversight of the Consultant's operations; or substitute County's designees for the Consultant's personnel utilizing the Consultant's facilities pending the implementation of replacement services. Any increased monitoring or oversight of the Consultant by the County will be done in a way that does not interfere with the Consultant's ability to effectively and efficiently perform its work.

10.5.3.4 ***Non-Performance; Delays.*** The Consultant will be liable to the County for reasonable expenses incurred by the County, including court costs, as the result of the Consultant's non-performance or delay in the performance of the service required by the terms of this Agreement, to the extent that such expenses are not caused by persons or events beyond the Consultant's control.

10.5.3.5 ***Compensation Due as of Termination.*** All compensation due the Consultant will be calculated based upon the terms of Article 6 to the effective date of termination and will be paid to the Consultant except where the County may have a claim or dispute with regard to such payment.

10.5.3.6 ***Taking Over of Work.*** If this Agreement is terminated by the County as a result of the Consultant's default and the County does not elect to continue using the Consultant's services, the termination will be effective at the expiration of the five (5) day notice period and the County may take over and complete the Consultant's work or it may contract with others for such completion. In such event, the Consultant will be liable to the County for any additional costs incurred by the County for such completion. After County has secured replacement services or taken over the work itself, the Consultant will within fourteen (14) days remove any and all of the Consultant's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Agreement.

10.5.3.7 ***Turnover of Project Documents.*** In the event of termination of this Agreement by the County, all finished and unfinished documents, data, studies and reports prepared by the Consultant, its subcontractors, agents and employees and any other County property in the Consultant's custody will be transmitted to the County within seven (7) days after the date of termination of this Agreement. The Consultant hereby assigns to the County all the right, title and interest of the Consultant in and to all subcontracts and consulting agreements and contracts to be effective without further action of the parties hereto upon the termination of this Agreement.

10.5.3.8 ***All Remedies Available.*** In addition, the County will have the right to pursue all remedies in law or equity, including, but not limited to, actions for damages and rights of set off.

10.5.4 Consultant's Remedies. If the County has been notified of default and fails to remedy a material breach during the ninety (90) day cure period pursuant to Section 10.2.1, the Consultant will have the right to

terminate this Agreement; provided, however, that the Consultant will give the County thirty (30) days prior written notice of termination. In the event of termination the County will have the right to continue using the Consultant's services in full for a reasonable period of time until County will have replaced such services. The Consultant will agree to cooperate with the implementation of the replacement services should the County so request. During such transition period all terms and conditions of this Agreement will remain in full force and effect.

10.5.4.1 ***Compensation for Services Completed.*** All compensation due the Consultant will be calculated based upon the terms of Article 6 to the date of termination and will be paid to the Consultant except where the County may have a claim or dispute with regard to such payment.

10.5.4.2 ***Removal of Consultant's Personnel, Property.*** After replacement services have been secured and are operational the Consultant will within fourteen (14) days remove any and all of Consultant's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Agreement.

10.5.4.3 ***All Remedies Available.*** The Consultant will have the right to pursue all remedies available in law or equity. In all cases the Consultant's damages will be those provable damages not to exceed the value of this Agreement as awarded by the County's Board of Commissioners, less the expenses saved in not having to perform this Agreement. This notwithstanding, due to the critical nature of this Agreement, the Consultant will not unilaterally disrupt the operation or unilaterally repossess any component thereof.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11 MISCELLANEOUS PROVISIONS

11.3 DISQUALIFICATION FOR NON-PERFORMANCE COOK COUNTY ORDINANCE CHAPTER 10, SECTION 7.3.

No person or business entity will be awarded a contract or subcontract if that person or business entity has had an awarded contract terminated for cause by the County's Board of Commissioners. The period of ineligibility will continue for 24 months from the date the County's Board of Commissioners terminates the contract. The Consultant hereby represents and warrants to the County that the Consultant has not had an awarded contract terminated for cause by the County's Board of Commissioners within 24 months prior to the Effective Date.

11.4 FORCE MAJEURE

Neither the Consultant nor the County will be liable for failing to fulfill any obligation under this Agreement if such failure is caused by acts of God, acts of war, acts of terrorists, fires, lightning, floods, epidemics, or riots or other similar events beyond their control.

11.5 GENERAL NOTICE

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

TO THE COUNTY:

CHIEF PROCUREMENT OFFICER
County of Cook
118 North Clark Street
Room 1018
Chicago, Illinois 60602

OFFICE OF CAPITAL PLANNING & POLICY
Attn: Director
69 West Washington Street, 30th Floor
Chicago, Illinois 60602

TO THE CONSULTANT:

Firm Name:	Probe Consulting Services, Inc.
Attn:	Suresh G. Pinjarkar, Ph.D., S.E.
Address:	855 West Adams Street, Suite 50
City, State, Zip:	Chicago, IL 60607

11.6 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein will include any and all other Federal and/or State, direct and/or indirect taxes which apply to this transaction. Cook County's State of Illinois Sales Tax Exemption Identification is E-9998-2013-01.

11.7 GOVERNING LAW AND VENUE

This Agreement will 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, any action or proceeding in any way, manner or respect arising out of this Agreement, or arising from any dispute or controversy arising in connection with or related to this Agreement, will be litigated only in the courts having situs within the City of Chicago, the County of Cook, the State of Illinois, and the Consultant consents and submits to the jurisdiction of any local, state or federal court located within such City, County and State. The Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County in accordance with these provisions.

11.8 WAIVER

No term or provision of this Agreement will be deemed waived and no breach consented to unless such waiver or consent will be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision will not be a waiver of the provision itself or a waiver or consent to any subsequent breach.

11.9 HEADINGS

The headings of articles and Sections in this Agreement are included for convenience only and will not be considered by either party in construing the meaning of this Agreement.

11.10 ENTIRE AGREEMENT

It is expressly agreed that the provisions set forth in this Agreement, together with all Appendices and attachments hereto, all as defined in Section 1.1.1, constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this

Agreement are of no force and effect.

11.11 SEVERABILITY

The parties agree that to the extent a court of competent jurisdiction will determine that any part or provision of this Agreement is unenforceable as a matter of law, such part or provision of this Agreement will be deemed severable and the remainder of this Agreement will survive.

11.12 NO THIRD PARTY BENEFICIARIES

The rights and duties contained herein will not inure to the benefit of any third party, except as specifically provided herein.

11.13 ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Consultant will not assign this Agreement or any part of this Agreement without the express written approval of the Chief Procurement Officer. No such approval will relieve the Consultant from its obligations or modify in any way the terms of the Agreement. The Consultant will not transfer or assign any contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized assignment of this Agreement, 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 will be due or are to become due the Consultant will have no effect on the County and are null and void.

11.14 TAX AND FEE DELINQUENCY; COOK COUNTY CODE, CHAPTER 34, SECTION 34-130.

The County is entitled to set off a portion of a contract price equal to the amount of the fines and penalties for each tax or fee delinquency and any debt owed by a contracting party to the County. The Consultant hereby agrees that it is subject to the provisions of this Section.

11.15 CERTIFICATE OF QUALIFICATION; COOK COUNTY CODE, CHAPTER 34, SECTION 34-211 ET SEQ.

No person or business entity will be awarded a contract or subcontract, for a period of three (3) years, if that person or business entity: (a) has been convicted of bribery or attempting to bribe an officer or employee of a unit of government in that officer or employee's official capacity; or (b) has made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct. The Consultant by execution of this Agreement certifies that it is and will be at all times in compliance with this Section.

11.16 SURVIVAL

All the covenants, indemnities, representations and warranties of the Consultant and the County, respectively, contained in this Agreement will survive the consummation or termination of this Agreement.

11.17 COMMENCEMENT OF THE STATUTE OF LIMITATIONS

Notwithstanding anything provided herein or by applicable law, the parties agree that in no event will the statute or statutes of limitation applicable to any part of the Consultant's services and the services provided by the Consultant's sub-consultants and agents, be deemed to commence until Final Completion of the Project, or if the Project does not reach Final Completion, then the date on which this Agreement terminates.

11.18 CERTIFICATIONS PURSUANT TO COUNTY ORDINANCES AND STATE LAWS

Execution of this Agreement will be made by executing the Economic Disclosure Statement, including certifications and execution forms, attached to this Agreement and, by this reference, incorporated into and made a part of this Agreement.

END

APPENDIX A
SCOPE OF SERVICE

Cook County's Office of Capital Planning and Policy is seeking to retain professional architectural or engineering services to perform the most recent mandated City of Chicago Department of Buildings Ordinance (Maintenance of Exterior Walls and Enclosures), Sections 13-196 through 13-196-038 inspections for an abandoned building.

The John H. Stroger, Jr. Hospital of Cook County state-of-the-art facility was completed in 2002. The 464-bed hospital and specialty outpatient facility was designed to reflect the trend in managed care. The hospital is eight levels plus a lower level and, a tower. It is 1.1 million square feet, and serves over 2,500 people each day and records over 650,000 outpatient and emergency room visits each year.

The Consultant will provide services to inspect, prepare and submit either a Visual and/or Critical Examination report per the most recent edition of the City of Chicago Department of Buildings Ordinance.
Consultant responsibilities include but are not limited to:

- Inspect, prepare, and submit required Facade Examination reports to the City of Chicago.
- Identify any unsafe and or imminently hazardous conditions and recommend corrective actions per ordinance requirements.
- Prepare record drawings of building walls to document the observed conditions of distress and deterioration.
- Prepare a report with recommendations as required. Report shall include the required seal of an Illinois licensed structural engineer.
- Conduct a close-up, hands-on examination of the exterior wall elements from appropriate platform to observe the extent of structurally significant damage and deterioration of masonry and stonework. Equipment is to be provided by a subcontractor retained by the Consultant, and invoiced as an Additional Service.
- Submit report to the City of Chicago as required.
- Design, engineer, develop, and compile Project Documents, bid phase administration, construction observation and administration as necessary.
- Related work necessary and incidental to complete the project.

PART 2
RESPONDENT'S UNDERSTANDING & APPROACH TO PROJECT

SUBMITTAL FOR: PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
JOHN H. STROGER HOSPITAL OF COOK COUNTY

RESPONDENT: Probe Consulting Services, Inc.

The Respondent shall insert in this section:
1) A summary of its own understanding of the project (do not copy the County's scope)
2) Its proposed work plan for accomplishing the services

Two (2) pages maximum are allowed for both items (together)

Project Understanding

Built in 2002, the exterior walls of the 8-level building plus the penthouse are composed of pre-cast concrete panels, stone masonry, brick masonry, insulated metal panel, louvers and aluminum and glass curtain wall. The building is constructed with steel columns and girders with a floor system constructed of steel bar joists, metal pan floor deck and concrete. The building is approximately 325 ft wide, 845 feet long and 151 feet high above street level. Attached is a proposed inspection drop plan and additional pertinent information.

The objective of our services shall be to conduct a Critical Examination of the exterior walls and provide a report for submittal to the Commissioner of Buildings pursuant to the requirements of Section 13-196-031 through 13-196-039 of the Municipal Code of City of Chicago. The report will be prepared indicating unsafe and imminently hazardous conditions, if any, with recommendations for remedial work, nature and urgency of such work. The inspections will be performed to meet the latest 2010 Amendment to the Façade Inspection Ordinance.

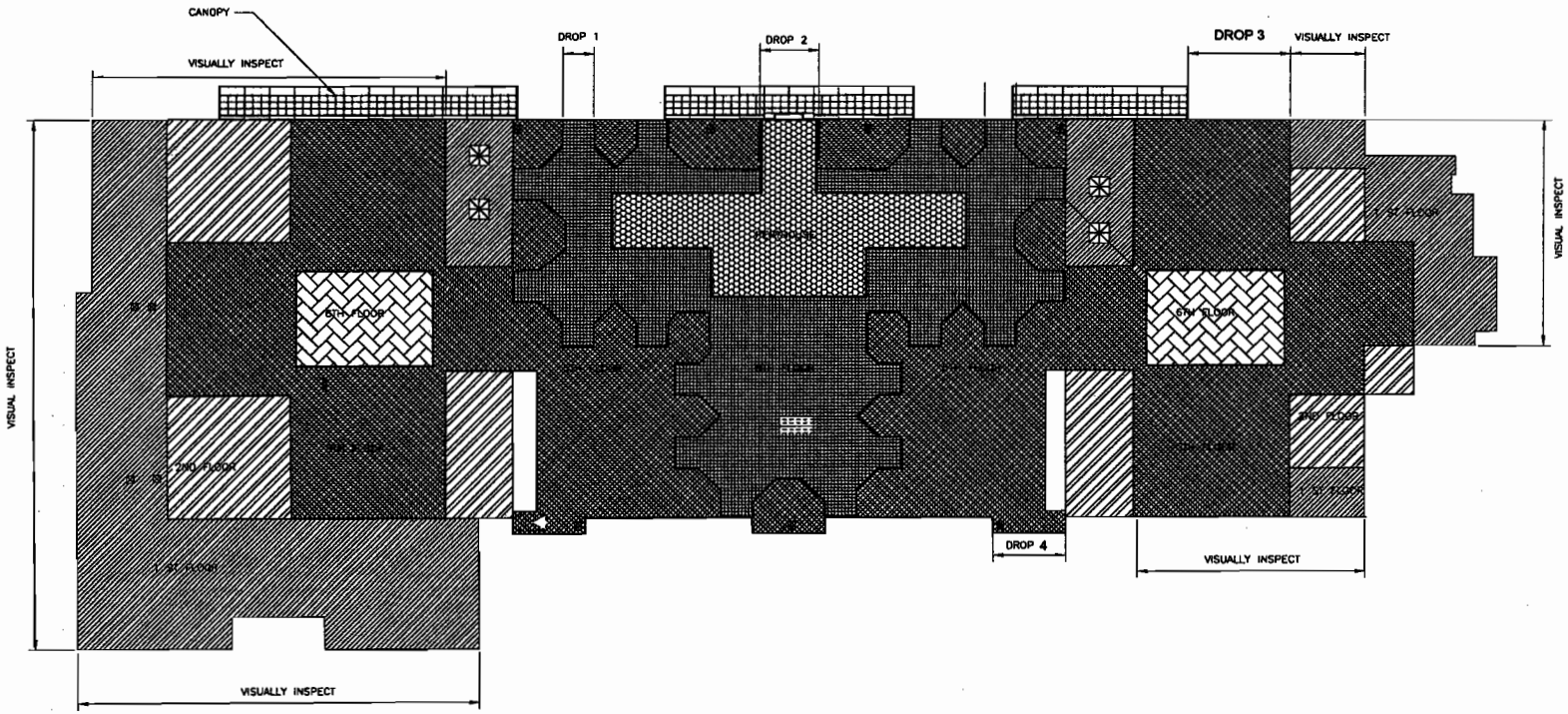
The inspections will include a total of four (4) inspection drops using 24 ft. long stage. Attached is a proposed inspection drop plan that will be used for this project. The proposed drop plan was developed in consultation and in agreement with representatives from Cook County.

Approach to Project

Based upon the preliminary site visit and review of the building, we have developed the following scope of services on how to approach this project.

- Review available drawings, documents and report related to the original construction.
- Prepare schematic diagrams and record drawings of building walls to document the observed conditions of distress and deterioration.
- Conduct a close-up, hands-on, visual examination of the exterior wall elements to observe the extent of the structurally significant damage and deterioration of walls and identify imminently hazardous and dangerous conditions. *Attached is a proposed inspection drop plan that will be used for this project.*
- It is anticipated that inspection drops will be made to examine the walls for the full height of the building. The inspection drops will be made to cover at least one elevation of the building. Additional visual inspections will be made from the roof and the street level.
    - The hands-on inspections will be performed by Probe personnel using swing-stage, equipment and labor provided by a specialty façade restoration contractor. The contractor shall be responsible for canopy protection and securing the necessary City permits.
    - The examinations will include physical touching and sounding the wall elements. The observed conditions of distress such as loose and spalled concrete, loose metal, glazing and other significant conditions of distress will be recorded. A particular attention will be paid to the pre-cast panel attachments which have a tendency to corrode over a period of time.
- Promptly notify the Commissioner of Buildings and the Owner/Agent, if warranted, indicating imminently hazardous and unsafe conditions. Also, provide recommendations for immediate temporary repairs and/or remedial measures to taken to mitigate public safety concerns.
- Prepare a Draft Critical Inspection Report indicating unsafe and imminently hazardous conditions, if any, with recommendations for remedial work, nature and urgency of such work. This report will be submitted to the County for review and comments. We will modify the report and prepare a final report will be submitted by the County as an Owner to the Commissioner of Buildings under Sections 13-196-034 or 13-196-035 for compliance with Building Code requirements. The report will bear the seal of our licensed Illinois Structural Engineer and/or Architect
- Prepare a separate report to the County as an Owner describing the condition of the exterior walls and include record drawings of structurally significant distress and deterioration observed. In addition, the report will include recommendations for remedial work, nature and urgency of such work, proposed schedule and repair priorities and approximate cost estimates to perform the repairs. The data obtained from field observations will be used to estimate repair quantities used in preparation of approximate cost estimates for repair of the entire building.
- Present the report and recommendations to the Owners for review and implementation, if necessary.

Revised May 8, 2013



REVISED FACADE INSPECTION DROP LOCATIONS MAY 2013

LEGEND

- PENTHOUSE
- 8TH FLOOR
- 6TH FLOOR
- 5TH FLOOR
- 2ND FLOOR
- 1ST FLOOR

DROPS
(PRICE FOR SCAFFOLDING)

VISUALLY INSPECT
(INSPECTED BY ARCHITECT)

NO.	ISSUED FOR	DATE
1.	DROP PLAN	05/15/12
2.	DROP PLAN	5/07/12

Probe Consulting Services, Inc.
855 WEST ADAMS BLVD. SUITE 50
CHICAGO IL 60607
tel: 312.455.9850
email: probeconsulting@sbcglobal.net

THESE DRAWINGS HAVE BEEN PREPARED AT AND/OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF CONFORM AND COMPLY WITH THE REQUIREMENTS OF THE DEPARTMENT BUILDING AND CODES HAVING JURISDICTION.

LICENSED STRUCTURAL ENGINEER
[illegible]
LICENSE NO. [illegible]
EXPIRATION DATE: 11-30-2012

DATE:

EXTERIOR WALL INSPECTIONS

JOHN H. STROGER, JR. HOSPITAL OF COOK COUNTY, CHICAGO, ILLINOIS

CHECKED BY: [illegible]

DRAWN BY: [illegible]

CLIENT FILE NO.

PROBE FILE NO. 2012.348

SHEET NO. R-1

APPENDIX B

KEY PERSONNEL

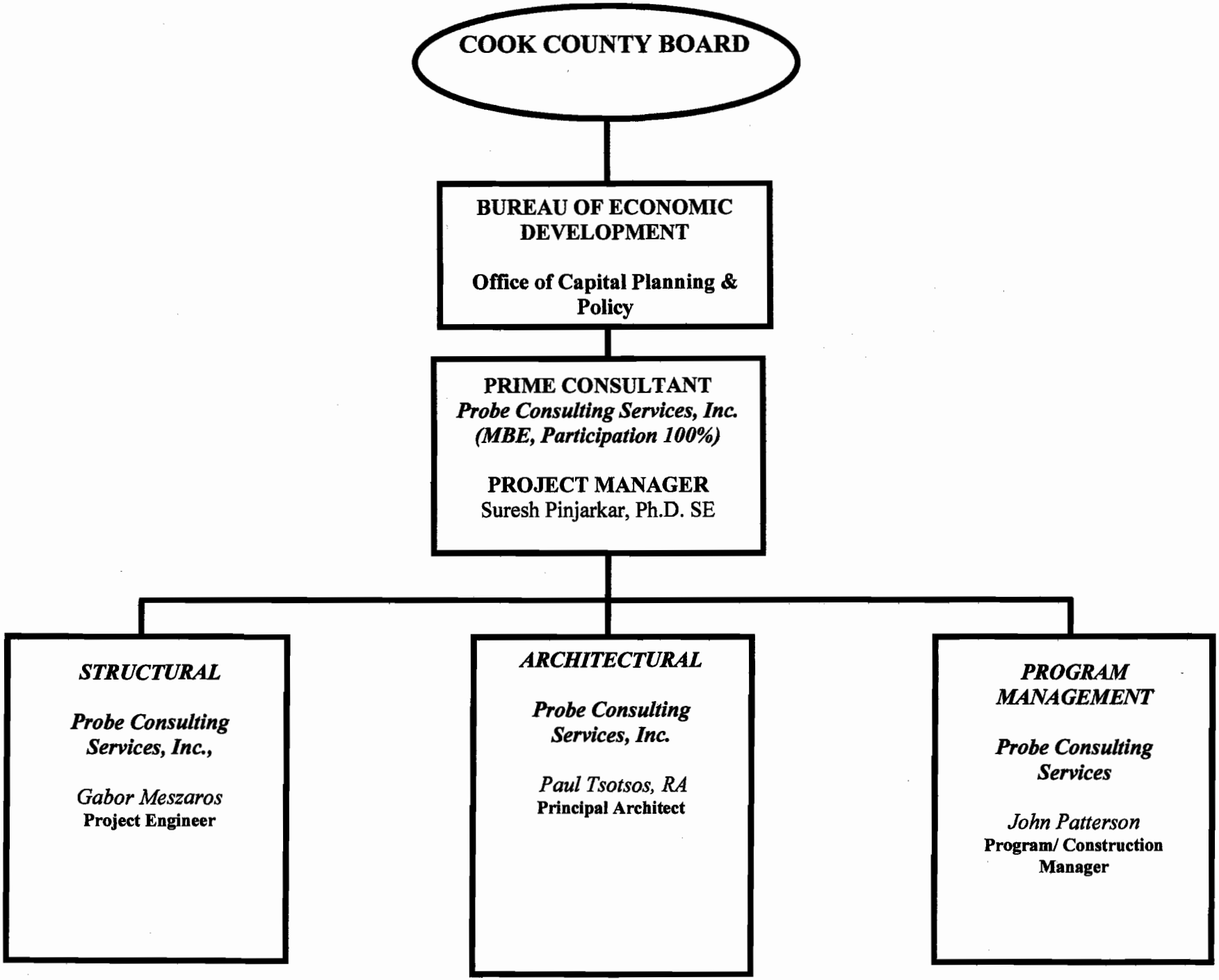
PART 5
RESPONDENT'S ORGANIZATION CHART

SUBMITTAL FOR: PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
JOHN H. STROGER HOSPITAL OF COOK COUNTY

RESPONDENT: **Probe Consulting Services, Inc.**

The Respondent will provide the following organizational chart in the order shown:

The Respondent shall provide this information in flow chart format. The chart shall be organized to provide an overview of the hierarchy of each organization (including the Owner) and firm in the project. For each firm participating in the project, show: a) the specific role of the firm in the project; b) the percentage of overall work to be performed by the firm and; c) it's percentage of WBE/MBE participation where applicable. Use the title shown above.


COOK COUNTY BOARD
BUREAU OF ECONOMIC DEVELOPMENT
Office of Capital Planning & Policy
PRIME CONSULTANT
Probe Consulting Services, Inc.
(MBE, Participation 100%)
PROJECT MANAGER
Suresh Pinjarkar, Ph.D. SE
STRUCTURAL
Probe Consulting Services, Inc.,
Gabor Meszaros
Project Engineer
ARCHITECTURAL
Probe Consulting Services, Inc.
Paul Tsotsos, RA
Principal Architect
PROGRAM MANAGEMENT
Probe Consulting Services
John Patterson
Program/ Construction Manager

RESPONDENT Probe Consulting Services, Inc.

PART 7 KEY PERSONNEL

Include all information that was provided in the Respondent's original RFQ Submittal in addition to that required in Columns IV, VII and VII. If an individual was not noted in the Respondent's RFQ Submittal due to their being a subconsultant or new to the Respondent's firm:
a) In Column II, include the word (NEW) in capital letters and parenthesis before their name.
b) Include their resume in the appropriate section for review and approval by the County.

SUBMITTAL FOR: PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
JOHN H. STROGER HOSPITAL OF COOK COUNTY

I FIRM	II INDIVIDUAL'S NAME (ONLY)	III CURRENT TITLE	IV RESPONSIBILITY MATRIX ASSIGNED POSITION & SUMMARY DESCRIPTION OF RESPONSIBILITIES FOR THIS PROJECT	V QUALIFICATION (ARCH / PE / STRUCT / CIVIL / ELEC / MGR / HT / ETC.)	VI STATE OF IL LICENSE OR REG. NO.	VII EST. % OF TOTAL TIME	VII HOURLY RATE
Probe Consulting Services, Inc.	Suresh G. Pinjarkar	Principal-In-Charge and Project Director	Project Director	Ph. D, S.E.	Lic. 83-003678	20%	$165.00
Probe Consulting Services, Inc.	Paul Tsotsos	Prinicipal Architect/Project Manager	Project Manager and Technical-Architectural	BS. Arch, R.A.	Lic. 001-016647	40%	$137.50
Probe Consulting Services, Inc.	Gabor Meszaros	Project Engineer	N.A.	M.S. Structures	Lic. 081-006172	0%	$137.50
Probe Consulting Services, Inc.	John Patterson	Assistant Project Manager	N.A.	B.S.		0%	$137.50
Probe Consulting Services, Inc.	Vijay Mohan	Architect	Project Architect	M. Arch		0%	$68.75
Probe Consulting Services, Inc.	Parag Bhide	Architect	Project Architect	M. Arch		0%	$82.50

RESPONDENT Probe Consulting Services, Inc.

PART 7 KEY PERSONNEL

Include all information that was provided in the Respondent's original RFQ Submittal in addition to that required in Columns IV, VII and VII. If an individual was not noted in the Respondent's RFQ Submittal due to their being a subconsultant or new to the Respondent's firm:
a) In Column II, include the word (NEW) in capital letters and parenthesis before their name.
b) Include their resume in the appropriate section for review and approval by the County.

SUBMITTAL FOR: PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
JOHN H. STROGER HOSPITAL OF COOK COUNTY

I FIRM	II INDIVIDUAL'S NAME (ONLY)	III CURRENT TITLE	IV RESPONSIBILITY MATRIX ASSIGNED POSITION & SUMMARY DESCRIPTION OF RESPONSIBILITIES FOR THIS PROJECT	V QUALIFICATION (ARCH / PE / STRUCT / CIVIL / ELEC / MGR / FIT / ETC.)	VI STATE OF IL LICENSE OR REG. NO.	VII EST. % OF TOTAL TIME	VII HOURLY RATE

SIGNATURE

4/4/2013
DATE

APPENDIX C
SUBCONTRACTORS

PART 8
SUBCONSULTANT'S PROFILES

SUBMITTAL FOR: INSERT TYPE OF SERVICES HERE
INSERT PROJECT NAME HERE

Section 1

Subconsultant: W. J. MC GUIRE COMPANY

Street Address: 1825 HOLSTE ROAD

Town / City: NORTHBROOK State: IL Zip Code: 60062

Year Established: 1968 Business Structure (Corporation, LLC, etc.): SUB-S CORPORATION

Below, list the top three executives in your firm:

Firm Executive: Name:	KEVIN J. LARSON	Title:	PRESIDENT	Years with firm:	30
Firm Executive: Name:	LOUIS MARTINO	Title:	SR. VICE PRESIDENT	Years with firm:	34
Firm Executive: Name:	MICHAEL LARSON	Title:	VICE PRESIDENT	Years with firm:	28

PART 2

PROFILE: In 120 words or less, briefly introduce your firm and the services it provides

PERFORM TUCKPOINTING, CAULKING, MASONRY, CONCRETE, BALCONY, LIMESTONE AND TERRA COTTA RESTORATION IN AND AROUND THE GREATER CHICAGO LAND AREA. CONTRACTS RANGE FROM SEVERAL THOUSAND TO SEVERAL MILLION DOLLARS, SOME OF WHICH ARE MULTI-YEAR PROJECTS. WE PROVIDE CONSTRUCTION SERVICES FOR REPAIR, STABILIZATION AND RESTORATION OF BUILDING FACADES. IN ADDITION, WE PROVIDE EQUPMENT, SWING STAGES AND LABOR TO FACILITATE FACADE INSPECTIONS BY ARCHITECTS AND ENGINEERS. WE HAVE OUR OWN FABRICATION SHOP AND EXPERIENCED STAFF AVAILABLE TO PERFORM CONSTRUCTION.

CLIENT BASE: In 120 words or less, list your firm's client base and industries served:

WE PROVIDE SERVICES TO COMMERCIAL, INDUSTRIAL AND RESIDENTIAL CONDOMINIUM BUILDINGS. SOME OF OUR CLIENTS INCLUDE THE FOLLOWING: COOK COUNTY, ILLINOIS INSTITUTE OF TECHNOLOGY, VILLAGE GREEN COMPANIES, PROBE CONSULTING SERVICES, CHICAGO THEATRE, THE GAGE BUILDING, JOHN HANCOCK CENTER, IMPERIAL TOWERS CONDOMINIUMS, NORTHWESTERN UNIVERSITY, ONTERIE CENTER, ST. REGIS CONDOMINIUMS AND THE WRIGLEY BUILDING.

OUR FIELD PERSONNEL ARE FULLY-TRAINED UNION MEMBERS AND MOST HAVE REMAINED IN OUR EMPLOYE FOR MANY YEARS. WE HAVE SUPERINTENDENTS TO OVERSEE OUR PROJECTS AND EACH SITE IS MANNED WITH A PROJECT FOREMAN. THE ORIGINAL OFFICE PERSONNEL ARE STILL ACTIVE IN OUR COMPANY AND STAFFING HAS BEEN INCREASED BY EMPLOYING PEOPLE WHO ARE DEDICATED TO PROVIDING CLIENTS WITH THE FINEST SERVICE OUR INDUSTRY HAS TO OFFER.

SHOWCASING YOUR PROJECTS

SUBCONSULTANTS: Provide qualification projects for TWO (2)-relevant projects awarded directly to the Subconsultant's firm using the form in Part 10 of this workbook. In the Project Showcase, Part 11 of this workbook, subconsultants may include up to one (1)-page of additional information about their firm and one up to one (1)-page of additional information, including photographs for each of the four projects presented in Part 10 (3-pages total, maximum). Projects presented in the showcase will cross-reference the qualification projects.

APPENDIX D
MBE/WBE COMPLIANCE PLAN

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

X Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

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

____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. [X] **Direct Participation of MBE/WBE Firms** [ ] **Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: PROBE CONSULTING SERVICES, INC.

Address: 855 WEST ADAMS STREET, SUITE 50, CHICAGO, IL 60607

E-mail: probeconsulting@sbcglobal.net

Contact Person: Suresh G. Pinjarkar Phone: 312.455.9850

Dollar Amount Participation: $ 42,000.00

Percent Amount of Participation: 100% %

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

MBE/WBE Firm: ____

Address: ____

E-mail: ____

Contact Person: ____ Phone: ____

Dollar Amount Participation: $ ____

Percent Amount of Participation: ____ %

*Letter of Intent attached? Yes ____ No ____
*Letter of Certification attached? Yes ____ No ____

Attach additional sheets as needed.

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

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT

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

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

SHANNON ANDREWS
DIRECTOR

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

December 7, 2012

Mr. Suresh Pinjarkar, President
Probe Consulting Services, Inc.
751 Strawberry Hill Drive
Glencoe, IL 60022

Annual Certification Expires: December 7, 2013

Dear Mr. Pinjarkar:

Congratulations on your continued eligibility for Certification as a **MBE** by Cook County Government. This **MBE** Certification is valid until **December 7, 2013.**

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

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

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/or Veteran Business Enterprise in the area(s) of specialty:

Professional Services: Structural Engineering Services

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

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

Sincerely,

Shannon E. Andrews
Contract Compliance Director
SEA/pgb

2014

Printed on Recycled Paper

APPENDIX E
PROJECT SCHEDULE

COOK COUNTY DOCUMENT NO: 12-88-233P

PART 4
RESPONDENT'S PROPOSED SCHEDULE FOR THE WORK

[redacted]

RESPONDENT: Probe Consulting Services, Inc.

[redacted]

1. The Respondent will include a Gantt chart in this section detailing the project by phase. Durations will be calculated in calendar days (7-day work weeks).

2. The Respondent will summarize its Gantt chart below. Below are some general guidelines for internal County activities:
   a. The County reviews all milestone submittals. A review can take between 7 to 10 working days depending on the complexity of the project.
   b. A project to be bid out for work can take up to 60 days from the time the bid documents are complete to the time a contract is executed.

3. The Respondent will include an estimated time for permitting, if any is required, based on its experience for this type of project.

4. Any Notice to Proceed (NTP) dates shown in the Gantt chart by the respondent will be considered a reference only for the purposes of electronic scheduling and will not obligate the County to meet the date shown.

5. In the event of a conflict between the information shown below and on the Gantt chart, the information below will govern.

6. Activities summarized below and on the Respondent's Gantt chart will not serve to reduce, limit or cause exceptions to the successful Respondent's obligations to provide all services required. The County will not be responsible for additional fees or costs incurred by the successful Respondent during the project due to under-estimation of durations.

7. If the County's RFP includes a proposed project duration and the Respondent considers that changes in the County's schedule are required; the Respondent shall submit an explanation for the variance in time with its Gantt chart schedule for the County's review. The County is under no obligation to accept revised schedules.

8. The successful Respondent will provide an itemized schedule in Primavera or Microsoft Project for County review and approval for inclusion in the Agreement. Minimally, the agreed upon schedule will include task IDs, task descriptions, estimated durations, actual durations, remaining durations, actual start dates, actual finish dates, milestone activities and a bar chart.

[redacted]

LINE	DESCRIPTION OF TASK OR MILESTONE	CAL. DAYS
1	Notice to Proceed	7
2	Schematic Design (Prepatations and Close-up Inspections from swing-stage	42
3	Reporting and Immediate Mitigation of unsafe conditions	14
4	Desgn Development- Prepare and Submit Draft Inspection Report to County for review	21
5	County Review of draft Report	14
6	Submit Stamped Critical Inspection Report to City	14
7	Final Report County - Prepare Record Drawings, Repair recommendations, Quantities,	14
	Repair Types, Cost estimates, and submit Inspection Report to County for review	21
9	Presentation of Report County for Review and Implementation.	28
10		
11		
12		

ESTIMATED CALENDAR DAYS (MUST MATCH TOTAL ON GANTT CHART): **175**

APPROXIMATE NUMBER OF MONTHS: **6**

APPENDIX F
FEE PROPOSAL

PART 3
RESPONDENT'S PROPOSAL FEE

SUBMITTAL FOR: PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
JOHN H. STROGER HOSPITAL OF COOK COUNTY

RESPONDENT: Probe Consulting Services, Inc.

The Fee Proposal is structured in three parts: Basic Services, Additional Services and Reimbursable Expenses. A separate Purchase Order is issued for each one of the three parts. Additional Services and Reimbursable expenses are governed by Articles

All services required by the RFP, the Agreement, and Attachments and Exhibits, whether specifically itemized or not in the Fee Proposal are incorporated by reference into the Proposal. Items in the Respondent's proposal, which are in opposition to,

The Respondent will provide all information required below. Complete each blank line in each column.. Do not combine lines or revise the form. Provide set fees, not ranges. The Respondent shall set forth its maximum Not to Exceed Fee for Services a

"NOT TO EXCEED FEE" PROPOSAL ITEMIZATION

			TOTAL BASIC SERVICES FEE FOR THIS PHASE
A.	**BASIC SERVICES:** (Itemize value per phase, include printing for required submittals as a separate line item)		
1	**Schematic Design** - Document reviews, Schematic diagrams, Clos-up inspections from swing-stage and		$20,000.00
	Immediate Reporting and Recommendations for Mitigation of unsafe conditions.		
2	**Design Development**- Preparation of Critical Inspection Report with Recommendations for submittal to City		$15,000.00
3	**Record Drawings and Report to County**- Prepare record Drawings, Repair Qauntities and Separate Report		$6,000.00
	to County with Priorities, and construction cost estimates. If necessary.		
4	Printing of reports and Submittals		$1,000.00
8			$0.00
9			$0.00
10			$0.00
11			$0.00
12			$0.00
13			$0.00
14			$0.00
15			$0.00
16			$0.00
		TOTAL OF SECTION A:	**$42,000.00**
B.	**ADDITIONAL SERVICES:** This amount is set by the County and requires advance written approval from the County for use. It will include scaffolding and other equipment required for the project.		**NOT TO EXCEED**
1.	Ref County's Sample Agreement, Articles 3 and 6.2 and Scope of Work Summary. Scaffolding Equipment and Labor to be proposal by W.J. McGuire Company. See attached proposal	**TOTAL OF SECTION B:**	**$15,000.00**
C.	**REIMBURSABLE EXPENSES:** This amount is set by the County and requires advance written approval from the County for use.		**NOT TO EXCEED**
1.	Ref. County's Sample Agreement Article 6.3	**TOTAL OF SECTION C:**	**$5,000.00**
D.		**RESPONDENT'S 'NOT TO EXCEED' FEE PROPOSAL** (TOTAL SECTIONS 'A' + 'B' + 'C'):	**$62,000.00**

In submitting this Proposal Fee for the above named Project, the Respondent represents that:

1. It understands that this proposal is a "Not To Exceed Fee'.
2. It has complied with all RFQ /RFP requirements.
3. It understands that the County retains the right to negotiate the Fee Proposal.
4. It understands that the inclusion of Additional Services and Reimbursable expenses are contingencies and it is not guaranteed that they will be approved for use by the County during the course of the Project.

Fee Proposal Submitted by (Name of Firm): Probe Consulting Services

Name of Authorized Representative (PRINT): Suresh (Doc) Pinjarkar

Title of Authorized Representative: President

Signature of Authorized Representative: S G Pinjarkar

Date: 5/8/2013

847 / 272-3330
FAX 847 / 272-9544

THE W. J. McGuire Company
1825 Holste Rd.
Northbrook, IL 60062

CONTRACTORS FOR
TUCKPOINTING, CAULKING,
CONCRETE & MASONRY RESTORATION

May 8, 2013

Mr. Suresh Pinjarker
Probe Consulting Services, Inc.
855 W. Adams Street, Suite 50
Chicago, Illinois 60607

RE: JOHN H. STROGER HOSPITAL
OF COOK COUNTY
INSPECTION

Dear Doc.:

In accordance with your recent request and your email dated May 16, 2012, we are pleased to submit the following with reference to the subject property.

SCOPE OF WORK:

Provide labor and equipment to perform an inspection under the direction of a representative of your firm. The inspection will encompass a total of four (4) drops in lieu of the original eight (8) drops as proposed on May 16, 2012.

COST ---------- $ 15,000.00

Notes:

1. Owner(s) to co-ordinate and obtain access to neighboring properties.
2. Owner(s) to supply 220 volt/30 amp single phase power supply.
3. Includes all necessary permits and canopies.
4. Includes 3 hrs/drop A/E time.

We appreciate this opportunity to be of service to you, and if you should have any questions or comments, please do not hesitate to call.

Very truly yours,

The W. J. MC GUIRE COMPANY

Kevin J. Larson
President

ACCEPTED BY:- S G Pinjarkar

TITLE/DATE: May 8, 2013

KJL/dld

APPENDIX G

INSURANCE

OP ID: CD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/06/2013

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

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

PRODUCER
M.G. Welbel & Associates, Inc.
Michael Welbel
650 Dundee Rd., Suite 170
Northbrook, IL 60062
Michael G. Welbel

Phone: 847-412-1414
Fax: 847-412-1013

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: PROBE-1

INSURED
Probe Consulting Services, Inc
Suresh G. Pinjarkar
751 Strawberry Hill
Glencoe, IL 60022

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Company	13056
INSURER B : Navigators Insurance Co	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
A	X COMMERCIAL GENERAL LIABILITY			PSB0002058	03/14/2013	03/14/2014	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
	X PRIMARY & -------			NON CONTRIBUTORY			PERSONAL & ADV INJURY	$ 2,000,000
	X SUBJECT TO ------			WRITTEN CONTRACT			GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
	POLICY X PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
A	X HIRED AUTOS			PSB0002058	03/14/2013	03/14/2014		$
	X NON-OWNED AUTOS							$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A		PSW0001813	03/14/2013	03/14/2014	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Professional Liab			CM13DPL012390IV	03/13/2013	03/13/2014	Per Claim	1,000,000
							Aggregate	1,000,000

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

CERTIFICATE HOLDER

PROBECO

Probe Consulting Services, Inc
751 Strawberry Hill
Glencoe, IL 60022

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael G. Welbel

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Probe

APPENDIX H

ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENTS

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

none

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

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

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

Yes: X No: _____

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

751 Strawberry Hill Glencoe Illinois 60022 and

855 West Adams Chicago, Il. 60607

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

Yes: X No: _____

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): 04-12-213-006-0000 Volume 97

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) _____The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

_____

_____

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

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

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

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

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name Probe Consulting Services D/B/A: _____ EIN NO.: 36-4525444

Street Address: 751 Strawberry Hill

City: Glencoe State: Illinois Zip Code: 60022

Phone No.: 8478352508

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Suresh G. Pinjarkar	751 Strawberry Hill Glencoe IL 60022	60%
Joyce T. Pinjarkar	Same as above	40%

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

Name of Agent/Nominee	Name of Principal	Principal's Address
na		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [x] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

[x] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[x] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Suresh G. Pinjarkar
Name of Authorized Applicant/Holder Representative (please print or type)

President
Title

SG Pinjarkar
Signature

April 4, 2013
Date

doc.probeinc@sbcglobal.net
E-mail address

8478352508
Phone Number

Subscribed to and sworn before me this 4th day of April, 2013.

X
Notary Public Signature

My commission expires: 04/18/2015

OFFICIAL SEAL
Maria Elena Perez
Notary Public, State of Illinois
My Commission Expires
April 18, 2015

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

- Parent
- 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
- Stepbrother
- Stepsister
- Half-brother
- Half-sister

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: Suresh G. Pinjarkar Title: President

Business Entity Name: Probe Consulting Services Inc Phone: 8478352508

Business Entity Address: 751 Strawberry Hill Glencoe Il. 60022

none The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County ***and*** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

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

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

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

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

SG Pinjarkar — Owner/Employee's Signature

April 4, 2013 — Date

Subscribe and sworn before me this 4th Day of April, 2013

a Notary Public in and for Cook County

(Signature)

NOTARY PUBLIC SEAL

OFFICIAL SEAL
Maria Elena Perez
Notary Public, State of Illinois
My Commission Expires
April 18, 2015

My Commission expires 04/18/2015

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

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

SIGNATURE BY A CORPORATION
(SECTION 9)

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

BUSINESS NAME: Probe Consulting Services Inc.

BUSINESS ADDRESS: 751 Strawberry Hill Glencoe IL 60022

BUSINESS TELEPHONE: 3124559850 FAX NUMBER: none

CONTACT PERSON: Suresh G. Pinjarkar

FEIN: 36-4525444 *IL CORPORATE FILE NUMBER: 62480246

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Suresh G. Pinjarkar VICE PRESIDENT: Joyce T. Pinjarkar

SECRETARY: Suresh G. Pinjarkar TREASURER: Joyce T. Pinjarkar

**SIGNATURE OF PRESIDENT: SGPinjarkar

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

4th day of April, 2013

My commission expires: 04/18/2015

X _____
Notary Public Signature

Notary Seal

OFFICIAL SEAL
Maria Elena Perez
Notary Public, State of Illinois
My Commission Expires
April 18, 2015

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

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

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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

_____
COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 17 DAY OF May ,20 13.

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

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

12-88-233

OR

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

_____

TOTAL AMOUNT OF CONTRACT:$ 62,000.00
(DOLLARS AND CENTS)

FUND(s) CHARGEABLE: 72021102.565140.4111

APPROVED AS TO FORM:

NOT REQUIRED
ASSISTANT STATE'S ATTORNEY
(Required on contracts over $1,000,000.00)