

CONTRACT FOR PROFESSIONAL SERVICES  
COOK COUNTY DOCUMENT NO. 13-23-12582



WOMEN'S JUSTICE SERVICES AT DOC SOUTH CAMPUS BUILDINGS 3 & 4

Between

OFFICE OF CAPITAL PLANNING & POLICY

AND

HOLABIRD AND ROOT, LLC

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

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

SEP 11 2013

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**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF COOK, ILLINOIS  
AND HOLABIRD AND ROOT, LLC**

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 HOLABIRD AND ROOT, LLC (herein referred to as the "Consultant") on September 11, 2013. This Agreement provides for professional services for the following project: WOMEN'S JUSTICE SERVICES AT DOC SOUTH CAMPUS BUILDINGS 3 & 4 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, Board Authorization Letter; Appendix B, Scope of Services; Appendix C, Key Personnel; Appendix D, Subcontractors/Compliance Plan; Appendix E, Project Schedule; Appendix F, Fee Proposal; Appendix G, Insurance Certificate; Appendix H, Economic Disclosure Statement and Execution Documents.
- 1.1.2 **"Architect of Record, "AOR or "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 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 **"Construction Change Directive" or "CCD"** means a document used to obtain cost information from the Contractor for an immediate change and/or modification to the contract documents. Generally a field directed change.
- 1.1.7 **"Construction Documents"** means the drawings and specifications setting forth in detail the requirements for the construction of the Project, and all other Contract Documents issued for construction.
- 1.1.8 **"Construction Management Administrator" or "CMA" or "Owner's Construction Representative" or "OCR"**, if applicable to this project, means the entity retained by the County to provide comprehensive oversight of the entire construction process and other responsibilities as defined herein.
- 1.1.9 **"Contract Documents"**, with respect to any Contract for Construction, means the Contract for Construction, Conditions of the Contract (including General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the entry into the Contract for Construction, all documents incorporated by reference as part of the Contract for Construction and any changes or modifications to the Contract for Construction.

- 1.1.10 **"Contract for Construction"** means an agreement between the County and any Contractor for the construction activities of the Project.
- 1.1.11 **"Contractor"** means the contractor retained by the County for the construction activities of the Project. In the event this Work includes more than one bid package, the term also refers to providers and installers of medical equipment and furniture, fixtures, equipment or other items/services independent of the Contract for Construction.
- 1.1.12 **"Cost Loaded Schedule"** means a schedule estimating the duration in months of the Consultant's Services with its related fees from the Notice to Proceed Date through Final Completion which schedule will identify and itemize, and assign a dollar amount to each of the CMA's activities, the sum of which will aggregate the compensation for Basic Services as set forth in Section 6.1. The Cost Loaded Schedule is for the County's budget reporting only and is not the basis of compensation, which is subject to the requirements of Section 6.1.
- 1.1.13 **"COUNTY," "County" or "Owner"** means the County of Cook, a body politic and corporate of the State of Illinois.
- 1.1.14 **"Day(s)"** will mean calendar day(s) unless otherwise specified herein.
- 1.1.15 **"Design Development Documents"** is defined in Section 2.4.
- 1.1.16 **"Design Development Phase"** means the stage of Basic Services during which the Schematic Design Documents are detailed and developed, as described in Section 2.4.
- 1.1.17 **"Final Completion"** means all aspects of the Project are complete, including all punch list items and corrective work, any Warranty Materials allowed to be provided after Substantial Completion pursuant to the Contract for Construction have been delivered, all Project Closeout Items have been provided, and the Contractor's final payment application has been reviewed and certified by the Consultant, verified by the CMA (if applicable) approved by the County. Final Completion will not be deemed to have occurred until the date upon which Consultant certifies in writing that all aspects of the Project are complete and delivered, including all punch list items and corrective work, all Warranty Materials have been delivered, and the Contractor's final payment application has been approved by the County and the Consultant items noted in this Section 1.1.17. In the event the Project includes more than one (1) bid package, Post Construction services to be provided by the Consultant and required by this Agreement will begin upon Final Completion of the last bid package included in the Project.
- 1.1.18 **"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.
- 1.1.19 **"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.
- 1.1.20 **"Project"** means Inspection and Stabilization services as more fully defined and described in Appendix A.
- 1.1.21 **"Project Closeout"** means a certificate of Final Completion has been issued by the Consultant, or the CMA if applicable, and all documentation required of the Contractor or the Consultant has been provided to the County as required by their respective contracts.
- 1.1.22 **"Project Closeout Items"** means, but is not limited to, all the following items, which are to be provided by the Contractor to the Consultant for delivery to the County: all construction photographs, including negatives or digital format, as applicable; a copy of the final approved Time Schedule; the as-built mark-ups required under the Contract for Construction; any and all keys and tools required by the Contract for Construction; and any and all keys to County facilities which are in Contractor's possession or in possession of its sub-contractors, and any of their employees.
- 1.1.23 **"Project Director"** means a representative designated by the Director of Capital Planning and Policy.

- 1.1.24 **"Project Documents"** is defined in Section 1.5.10.
- 1.1.25 **"Proposal Request", "PR" or** means a document used to obtain cost information from the Contractor for work items proposed to be added to or deducted from the project that were not included in the original Contract Documents but are required to complete the Work, add or delete items from the Work or change parts of the Work.
- 1.1.26 **"Responsibility Matrix"** means a schedule which addresses and identifies all active roles for key individuals involved in the Project.
- 1.1.27 **"Schedule"** means a scheduling of all Project activities and Milestones to be prepared by the Consultant.
- 1.1.28 **"Schematic Design Documents"** will have the meaning set forth in Section 2.3.
- 1.1.29 **"Schematic Design Phase"** will be the stage of the Project during which Schematic Design Documents are developed, as described in Section 2.3.
- 1.1.30 **"Services"** will mean the Basic Services, Additional Services and any other services to be provided by the Consultant under this Agreement..
- 1.1.31 **"Set"** will have the meaning set forth in Section 2.5.
- 1.1.32 **Standard of Care"** will have the meaning set forth in Section 1.5.1.
- 1.1.33 **"Statement of Construction Cost"** means the total actual cost of construction, inclusive of all approved change orders, as updated from time to time and accepted by the County.
- 1.1.34 **"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.
- 1.1.35 **"Substantial Completion," "substantial completion", "Substantially Complete" or "substantially complete,"** means the Work or designated portion of the Work is sufficiently complete, in accordance with the Contract Documents, such that the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, and Contractor has delivered the Warranty Materials to the extent required by the Contract for Construction. Substantial Completion will not be deemed to have occurred until (i) the Contractor has provided or completed all of the pre-requisites for the Owner to occupy or utilize the Work as intended, including the provision of all training, manuals, drawings and documents required for the Owner to start occupying, operating and maintaining the Work, (ii) approval for the Work to be occupied has been issued by the appropriate government authorities, and (iii) the CMA, if applicable, in coordination with the Consultant issues a Certificate of Substantial Completion setting forth the Date of Substantial Completion, and signed by all parties indicated on the Certificate, including the County.
- 1.1.36 **"Supplemental Instructions" or "SI"** means written instructions or clarifications from the CMA or the AOR to the Contractor to supplement the Contract documents. Supplemental Instructions are not used to change the contract price or time.
- 1.1.37 **"Warranty Materials"** means the documentation to be gathered, placed in binders and turned over to the Consultant by the Contractor for delivery to the County, which will include two (2) sets (or such greater number as may be required in the Technical Specifications) of all manufacturers' warranties, operating manuals, service manuals, instructions and schedules necessary for the Owner's proper operation of all building systems, equipment and special materials requiring them.
- 1.1.38 **"Work"** means the construction activities of 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 through completion of the project – 365 calendar days after Notice-To-Proceed (NTP) is issued. 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 B sets forth a Project-specific scope of services with additional detail as to the Services. Appendix B 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 B Consultant will be obligated to provide the service or task. If a service or task is described in Appendix B 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 B 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 C ("**Key Personnel**"). The Consultant will set forth in **Appendix C and F** 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 C 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 1.5.8. 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 D 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 cannot 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 B.

#### 2.1 GENERAL

##### 2.1.1 Project Documents; Deliverables.

**2.1.1.1 Maintenance.** During the performance of this Agreement, the Consultant will assemble and maintain such Project Documents in good order, at the office of the Consultant as designated and located by the County and the County will have full access to same. The Consultant will be responsible for the restoration or replacement of same in the event of any loss or damage. At the conclusion of the Consultant's performance of this Agreement, the Consultant will transmit such Project Documents to the County at a place designated by the County.

**2.1.1.2 Project Documents; Correction.** The Consultant will promptly, upon notice or discovery, make necessary revisions or corrections of errors, ambiguities or omissions in the Project Documents. Acceptance of the Project Documents by the County will not relieve the Consultant of responsibility for subsequent corrections of its errors or omissions or for the clarification of any ambiguities in the Project Documents.

**2.1.1.3 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) hard copies and one (1) copy in PDF format of written report-type submissions/deliverables. As part of Basic Services and not as Reimbursable Expenses, the Consultant shall submit six (6) copies of all drawing-type submissions/deliverables, one (1) copy in PDF format and one (1) copy in original dwg (CAD) file of all drawing-type submissions/deliverables. If more than the required six (6) copies, of submissions/deliverables described in this Section 2.1.1.3. 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 Section 4.1.2 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.

**2.1.2 Cost Loaded Schedule.** The Consultant will, within 14 days after the Effective Date, prepare and submit to the County for its review and acceptance the **Cost Loaded Schedule**. The Consultant will update the Cost Loaded Schedule quarterly or when requested by the County; provided, however, that any changes in the Cost Loaded Schedule shown in such update will not become effective unless and until such changes are first approved by the County.

**2.1.3 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 2.1.8; (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.

- 2.1.4 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.
- 2.1.4.1 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.
- 2.1.4.2 Statement of Probable Cost.** Prior to commencement of the Schematic Design Phase, the Consultant will prepare and submit for the County's review, a preliminary **Statement of Probable Cost** based on available information, including, without limitation, design objectives and the Budget.
- 2.1.4.3 Detailed Cost Estimates.** The Consultant will prepare detailed cost estimates and, based on the cost estimates, update its Statement of Probable Cost at the completion of the following stages: (a) completion of 100% Schematic Design Phase; (b) completion of 100% Design Development Phase; (c) completion of 95% Contract Documents.
- 2.1.5 Coordination with Other Professionals.** The Consultant will coordinate with the County's other design and engineering professionals hired for the Project whose services are not included in the scope of Basic Services for the Consultant.
- 2.1.6 Presentations.** The Consultant will be responsible for attending and making presentations at various meetings, including County Board, County committee and community group meetings, in order to inform and advise County officials and the public on the status of the Project.
- 2.1.7 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.
- 2.1.8 Checklist of Government and Other Standards.** *Prior to the commencement of the Schematic Design Phase*, the Consultant will identify all governmental agencies having statutory or regulatory authority over the Project and prepare a checklist of Government and Other Standards, including all permits and approvals required for the completion of the Project, which relate to the construction, use and occupancy of the Project. The Consultant will provide such checklist to the County, and will update the checklist during the course of the Project.
- 2.1.9 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.
- 2.1.10 Assistance with Permits.** The Consultant will assist the County and its consultants and Contractor in the obtaining of all necessary permits and approvals for the Project. In connection therewith, the Consultant will: (a) for the approval of the County, prepare or make changes to such Project Documents as are needed to obtain all permits, approvals, licenses, accreditation and certifications needed for the Project and the construction, use and occupancy of the Project; (b) assist the County in connection with the County's responsibility for filing documents required for the issuance of such permits, approvals, licenses,

accreditation and certifications; and (c) as requested by the County, attend and participate at hearings before such governmental authorities and other agencies as may be needed to obtain such permits, approvals, licenses, accreditation and certifications. The Consultant's responsibilities under this Section will continue throughout the term of this Agreement. For Projects sited in the City of Chicago, the Consultant will have additional responsibilities as to building permits, which are specifically outlined in Section 2.6.3.

- 2.1.11 Schedule.** Prior to the commencement of the Schematic Design Phase, the Consultant will prepare and submit for the County's review and approval, a **Schedule** for all related management, design, construction and other Project activities. The reflection of construction activities and durations will be preliminary, since the Contractor, once the Contract is awarded, will be submitting a construction schedule for review and approval by Consultant and County.
- 2.1.11.1 Milestones.** The Schedule will identify key **Project Milestones**, durations and completion dates and will address appropriate County review periods. The Consultant will prepare refinements, with reasonable explanation therefore, of its Schedule detailing and coordinating component elements of design responsibility as well as other aspects of Project related activities.
- 2.1.11.2 Other 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;
- 2.1.11.3 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.
- 2.1.11.4 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.
- 2.1.11.5 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.
- 2.1.11.6 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.
- 2.1.12 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.
- 2.1.13 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.

## 2.2 PROGRAM PHASE

The Consultant will provide professional Program services to develop a *Program* for review for approval by the County and will perform its services in compliance therewith.

- 2.2.1 Review Project Requirements.** The Consultant will review the needs and requirements of the Project based on site investigations and any available information provided by the County and will obtain and review such additional information which the Consultant deems necessary or useful in the performance of its duties and obligations under this Agreement.. The Consultant will coordinate and conduct interviews with designated representatives from the User Agencies under the auspices of the Office of Capital Planning and Policy. During this phase, the Consultant will gather and compile all relevant data required to set forth the objectives for the design of the Project. This will include but not be limited to number and type of users, net and gross space analyses, an itemization of rooms required, their sizes and function, technical, MEP, HVAC, IT, telecommunications, security, equipment, energy usage and requirements, LEED, sustainability, other green objectives, special challenges, limitations and all other necessary criteria and requirements of the Project. The Consultant will organize the results into a comprehensive Program, including relationship and flow diagrams and include an estimate of probable cost with the 100% Program Phase Report.
- 2.2.2 Information to Be Provided by County.** The County will provide the Consultant with the relevant documentation and information pertaining to the Project that the County has in its possession to facilitate the Consultant's review of Project needs and requirements and will reasonably cooperate with the Consultant with respect to such review.
- 2.2.3 Site Visits.** The Consultant will have the appropriate personnel perform such site visits to the Project site as are necessary such that the Consultant and Subconsultants become thoroughly familiar with the Project site and its surroundings and make all reasonable efforts to verify the accuracy of any County "as-built" drawings related to the Consultant's work. In the event such "as-built" drawings do not exist, the Consultant will make all reasonable efforts to determine existing site conditions, including requirements for asbestos removal and abatement plans. Invasive investigations (above and beyond any such investigations included in Basic Services pursuant to Appendix B will not be required unless recommended by the Consultant and accepted by the County as Additional Services.
- 2.2.4 Recommend Additional Studies.** In connection with such site visits, the Consultant will correlate its observations with all the requirements of this Agreement and determine whether any studies not already specified as part of the Consultant's Basic Services, including, without limitation, soil, environmental, flood plain, utility and traffic analyses, and any surveys and title searches are required by law or by the requirements of the Project and will advise the County in writing of its determination.
- 2.2.5 Consultant Responsible for Adequate Investigation.** 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.
- 2.2.6 Consultant's Statement of Scope.** The Consultant will confirm in writing its understanding of the scope of the Project, analyze all potential issues and provide a statement that the information provided by the County and obtained by the Consultant from other sources is complete enough to begin design services, and if such information is not complete enough, the Consultant will identify and procure any information necessary to enable the Consultant to begin design services. In the event the Consultant is unable to procure the information it requires to commence design services or the cost to procure such information is excessive, the Consultant will advise the County of such facts and the County may either procure such information for the Consultant or direct the Consultant to proceed without such information if the County deems that such information is non-essential. Such review will be submitted to the County in the form of a written report which will include, among other things, a detailed identification of the

information relied upon by the Consultant, and will be submitted to the County within 30 days after the Effective Date of this Agreement.

- 2.2.7 Program Analysis Report.** The Program Analysis Report will serve as a basis for the design logistics of the Project. The Consultant will, after consultation with the County and based on the program development described in Section 2.2, determine design objectives, flexibility, expandability, limitations and design criteria. The Consultant will prepare, for review and approval by the County, a Program Analysis Report containing the recommended Project criteria supplemented by all other information deemed necessary by the Consultant and the County to form a complete basis for the Project design logistics. The Consultant will upon notice from the County correct any weaknesses and inconsistencies in the Program Analysis Report as it relates to the Project and submit a revised report.
- 2.2.8 Conditional Approval of the Program Analysis Report.** The Consultant will obtain the County's conditional approval for the Program Analysis Report prior to proceeding to the Schematic Design Phase. Failure to do so will not relieve the Consultant from any responsibility or revision required for this service. The Program Analysis Report will not constitute or be construed to be a system design of any type and the acceptance and approval of a Program Analysis Report by the County will not constitute an approval of such.

### **2.3 SCHEMATIC DESIGN PHASE**

**Schematic Design Documents.** The Schematic Design Phase will explore the most reasonable alternative design solutions. The Schematic Design will establish the general scope, conceptual design, scale and relationships of the Project components. Based on the approved Program, Schedule and Budget, the Consultant will prepare rough plans showing the general arrangement of rooms systems components, other spaces identified in the approved Program Analysis Report and of the building on the site (the "*Schematic Design Documents*") for review and approval by the County at 50% completion and 100% completion. As part of Basic Services and at no additional charge to the County, the Consultant will prepare such revisions to the Schematic Design Documents as the County may request. The Schematic Design Documents will also specifically address any phasing requirements of the Project, and the planning will be directed to minimizing both construction and operating costs.

- 2.3.1 Preliminary Circulation Plan.** The Consultant will develop a preliminary Circulation Plan which sets forth the access, delivery and removal and storage of materials on the Project site for ingress and egress. The Consultant will provide Schematic design phase services as required for the preliminary development of the Circulation Plan.
- 2.3.2 Weekly Schematic Design Meetings.** The Consultant will schedule and conduct weekly schematic design review meetings and other meetings as needed with the County and such of the County's consultants as appropriate, and will provide minutes of all such meetings to all participants within five days of each meeting. Times, dates and locations of meetings will be subject to approval by the County.
- 2.3.3 Continuation of Information Gathering.** The Consultant will continue to meet and consult with the County for purposes of developing and obtaining information deemed necessary for preparation of the Schematic Design Documents and to inform the County of the status and progress of such Schematic Design Documents.
- 2.3.4 Alternative Approaches; 50% Schematic Design.** Unless noted otherwise, the Consultant will provide to the County, a minimum of three (3) alternative conceptual approaches to the design and construction of the Project for the County's review and selection. The Consultant will revise the selected concept as requested by the County where such concept requires refinement to meet the Program needs. Such requests may be made for any purpose including, but not limited to, design considerations, constructability, value engineering and scheduling considerations. The Consultant will provide additional alternative approaches without additional remuneration where the selected concept does not meet the Program needs. The final concept which will include preliminary circulation will comprise the 50% Schematic Design Documents.

- 2.3.5 **100% Schematic Design.** Upon the County's conditional approval of the 50% Schematic Design documents the Consultant will prepare the 100% Schematic Design Documents which will further refine the general arrangements and other components to assure functionality and compliance with the Program needs.
- 2.3.6 **Detailed Cost Estimates.** The Consultant will update its Statement of Probable Cost at the completion of 100% Schematic Design Phase, in accordance with Section 2.1.4.3.
- 2.3.7 **Continuation of Schematic Design Services.** The Consultant's responsibilities under this Schematic Design Phase will continue through the end of the Bidding/Negotiation Phase. Should it become apparent during a later phase, up to and including the Bidding/Negotiation Phase that an error or omission was made by the Consultant during this phase, the Consultant will provide all corrections required to all documents without further renumeration from the County.
- 2.3.8 **Conditional Approval of Schematic Design Phases.** The Consultant will obtain the County's conditional approval for the 50% Schematic Design submittal prior to proceeding to the 100% Schematic Design phase and approval for the 100% Schematic Design submittal prior to proceeding to the Design Development. The Schematic Design Phase is intended to establish the general layout, scales, components and their relationships as enumerated in Section 2.3 and generally established industry practice. The County's review and conditional approval of Schematic Design concepts will not constitute or be construed to be an acceptance or approval of any specific system design.

#### 2.4 DESIGN DEVELOPMENT PHASE

**Design Development Documents.** During the Design Development Phase, the Consultant will expand upon and develop the approved Schematic Design concept. The Consultant will develop detailed drawings (the "*Design Development Documents*") illustrating the components and other aspects of the proposed design including phasing, site circulation plans and other logistics affecting the Project. The Consultant will prepare design development documents for approval by the County at 50% completion, 95% completion and 100% completion.

- 2.4.1 **Development: Minimum Requirements.** The Design Documents will minimally consist of drawings and other documents to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical, electrical, fire protection and life safety engineering components, security features, materials and such other elements as may be appropriate. The design documents will include cross referenced sections, details and plans, column lines, equipment clearances and dimensions for finished rooms, corridors, building and other components, elevations, design details, sections and plans and all other information required to adequately convey the scope of work. The Consultant will make any adjustments authorized by the County in the Program, Schedule or the Budget.
- 2.4.2 **Revisions to Conform to County Approvals.** As part of Basic Services and at no additional charge to the County, the Consultant will prepare such revisions to the Design Development Documents as the County may request if the documents deviate from approvals given by the County. The Consultant will be compensated if the County requests changes that are contrary to previous approvals and substantially increase the scope of the Project. The Consultant will prepare the Design Development Documents so that such are in conformance with the Budget.
- 2.4.3 **Phasing.** The Design Development Documents will specifically address any phasing requirements of the Project, and the design will be directed to minimizing both construction and operating costs.
- 2.4.4 **Continuation of Information Gathering.** The Consultant will continue to meet and consult with the County for purposes of developing and obtaining information deemed necessary for preparation of the Design Development Documents and to inform the County of the status and progress of such Design Development Documents.
- 2.4.5 **Information and Product Sheets.** The Consultant will provide the County, for review and approval,

information and product sheets for components and building systems the Consultant proposes to use in the design of the Project. The County reserves the right to request specific products or components where the County wishes to standardize systems or for special use areas such as hospitals, detention facilities, courthouses and other building types.

- 2.4.6 Choice of Materials.** The Consultant will design the Project with materials and equipment it determines from its knowledge and experience to be in the best economic interest of the Project; provided, however that the County will have the authority to direct the Consultant to utilize specific materials or equipment for the Project design, as long as such equipment or materials conform to the Budget. The County may request changes in texture, finish or materials affecting the appearance, decoration or utility of the Project. If during the course of design or construction, the Consultant becomes aware of conditions which make material, equipment or labor unavailable or which will materially affect the supplies thereof; the Consultant will so advise the County so that appropriate planning may be considered.
- 2.4.7 Coordination with Information Technology.** The Consultant will coordinate its design for the Project with the County's selections of telephone, data communications, audiovisual, security and computer systems.
- 2.4.8 Long Lead Items.** The Consultant will identify and prepare a schedule for the procurement of long lead items. In preparing this schedule, the Consultant will coordinate with the County for the method of purchase for timely delivery of such long lead items.
- 2.4.9 Detailed Cost Estimates.** The Consultant will update the Statement of Probable Cost at the completion of 100% Design Development documents, in accordance with Section 2.1.4.3.
- 2.4.10 Conditional Approval of Design Development Documents.** The Consultant will obtain the County's conditional approval for the 50% Design Development Document submittal prior to proceeding to the 100% Design Development Document phase and approval for the 100% Design Development Document Phase prior to proceeding to the Construction Documents Phase. The County's review and conditional approval of Design Development Documents will not constitute or be construed to be an acceptance or approval of any specific system design where the County is required to rely upon the Consultant's knowledge for such design.

## **2.5 CONSTRUCTION DOCUMENTS PHASE**

Based on the approved Design Development Documents, the Consultant will prepare Construction Documents for approval by the County at 50% completion, 95% completion and 100% completion.

- 2.5.1 Construction Documents.** The Construction Documents will include drawings and specifications setting forth in detail the requirements for the construction of the Project, as well as cost estimates updated for the appropriate stage of completion. During the Construction Documents Phase, the Consultant will periodically, as necessary to keep the County fully advised of the status of the Consultant's work, issue to the County progress drawings and individual specification sections for the Project.
- 2.5.2 County's Option to Contract Early.** In order to minimize construction problems and change orders, Consultant's standard practice requires the completion of detailed working drawings prior to bidding and entering into firm construction contracts. However, the County may choose to accelerate the completion of the Work so that it is completed in a shorter time period than would normally be required, and therefore, may choose to issue Bid Documents prior to completion of final Contract Documents. The County understands that if construction or furnishings contracts are let prior to the completion of final Contract Documents, there may be increases in costs and change orders caused by the difficulty of coordinating Construction Documents and the inability to make various decisions until after early bids are received and some construction undertaken.
- 2.5.3 Preparation of Special Conditions.** The Consultant will also prepare for the County's review and approval, special conditions for inclusion in the Contract Documents. If the site will continue to be occupied during the Work, the special conditions will include requirements for the phasing of the Project to accommodate

the performance of work while the site continues to be occupied and operated. If this is the case, the occupancy requirements are more fully described in Appendix B.

- 2.5.4 Continued Information Gathering.** The Consultant will continue to meet and consult with the County for purposes of developing and obtaining information deemed necessary for the preparation of the Construction Documents and to inform the County of the status and progress of such Construction Documents.
- 2.5.5 Preparation of Bid Documents.** The Consultant will prepare the necessary bidding information, documents, specifications, bidding forms and the conditions of the Contract for the Contract Documents and make any revisions required after review for by the County.
- 2.5.6 Correction of Construction Documents.** The Consultant will promptly upon notice or discovery make necessary revisions or corrections of errors, omissions, ambiguities or inconsistencies in the Construction Documents, at no additional charge to the County.
- 2.5.7 Detailed Cost Estimates.** The Consultant will update the Statement of Probable Cost at 95% completion of Contract Documents, in accordance with Section 2.1.4.3.
- 2.5.8 Conditional Approval of Construction Documents.** The Consultant will obtain the County's conditional approval for the 50% Construction Documents submittal prior to proceeding to the 95% Construction Documents and approval for the 95% Design Construction Documents prior to proceeding to the 100% Construction Documents. The County's review and conditional approval of the Construction Documents will not constitute or be construed to be an acceptance or approval of any specific system design, details or specifications where the County is required to rely upon the Consultant's knowledge for such design.

## **2.6 BIDDING/NEGOTIATION PHASE**

In preparation for the project to be advertised and bid out, the Consultant will provide the approved and completed bid documents to the County and during the Bidding/Negotiation phase assist the County in bidding out the project, preparing and transmitting addenda and other duties as described in this Section 2.6.

- 2.6.1 Printing Bid Documents.** The Consultant will provide electronic bidding documents (on CD in PDF format) for the use of prospective bidders. The Consultant will provide **TWENTY-FIVE (25)** Sets of electronic bidding documents as part of Basic Services. If more than the foregoing twenty-five (25) Sets are requested by the County, then only such additional Sets may be reimbursed as Reimbursable Expenses, if documented in accordance with Article 6. A "**Set**" of bidding documents will be defined as one (1) copy of Volume I (Instructions to Bidders; General Conditions; Special Conditions; Miscellaneous and Execution Forms), one (1) copy of Volume II (Specifications) and one (1) Set of Drawings. Additionally, as part of the Basic Services, the Consultant will provide four (4) complete, printed record bid Sets to the County. Each "record bid set" will be defined as one (1) copy of Volume I, one (1) copy of Volume II, one (1) copy each of all additional volumes of technical and other specifications, and one (1) copy of the drawing Set. Additionally, the Consultant will provide one (1) electronic copy (on CD or flash drive in PDF format) of the record bid set to the County. ***All costs of printing specified in this Section are included in Basic Services and are not Reimbursable Expenses.***
- 2.6.2 Evaluation of Bids.** Following the County's approval of the Construction Documents, the Consultant will: assist the County in soliciting bids; coordinate and issue documents; evaluate and make recommendations on proposed substitutions; attend pre-bid conferences; answer all questions regarding the interpretation of documents; prepare and issue all addenda necessary to clarify documents; and assist in the review and evaluation of bids and recommend contract awards.
- 2.6.3 Application for Building Permit; City of Chicago.** The following provisions apply only if the Project site is located in the City of Chicago. Due to the extended period of time typically required to obtain a building permit in the City of Chicago, the Consultant will be responsible for initial application for the permit and for pursuing the permit process until award of the Contract for Construction. Therefore, following the County's approval of the Construction Documents, the Consultant will apply for a building permit in accordance with

the following process, or any other process instituted by the City of Chicago.

- 2.6.3.1 DOB.** The Consultant will be responsible for scheduling an appointment with the City of Chicago Department of Buildings (“DOB”), and will submit the Construction Documents together with a permit application at the first meeting with DOB or as otherwise required by DOB. If DOB requires changes to the Construction Documents prior to issuing a permit application number, Consultant will make any necessary changes to the Construction Documents, and after obtaining the County’s approval of such changes, will set an appointment to resubmit corrected Construction Documents. Consultant will schedule and attend any meetings necessary and make any necessary corrections so as to obtain a building permit application number as soon as possible.
- 2.6.3.2 Revisions.** After issuance of a building permit number, the Consultant will track comments from DOB and revise drawings within five (5) business days of receiving comments. The Consultant will keep the County advised of progress with the permit process.
- 2.6.3.3 Plan Review Meeting.** The Consultant will schedule the open plan review meeting with DOB to ensure that the permit is issued to the Contractor without delay. The Consultant will provide revised drawings to the Contractor and notify the Contractor of the scheduled open plan review meeting with DOB.
- 2.6.4 Changes to Meet Statement of Probable Cost.** If the lowest bona fide bid for construction of the Project exceeds the Consultant's final Statement of Probable Cost, the Consultant will perform such services as are necessary, in consultation with the County, to make changes in the Project which will allow construction of the Project in accordance with the final Statement of Probable Cost and the Budget. Such actions may include re-design, revision of Construction Documents and re-issuance of Construction Documents, if necessary. All such services are part of Basic Services and Consultant will not be entitled to additional compensation for such services.

## **2.7 PRECONSTRUCTION PHASE SERVICES**

The responsibilities of the Consultant set forth in this Section 2.7, though commencing the Project and prior to the commencement of construction, will continue throughout the Construction Phase.

- 2.7.1 Governmental and Regulatory Agency Permits.** The Consultant will assist the County and the Contractor in obtaining all required governmental and regulatory agency permits or approvals required for the Project. The Consultant will assist the County and the Contractor in obtaining fee waivers from governmental and regulatory agencies and in resolving any code or regulatory disputes. The Consultant will be responsible for notifying the County in a timely manner of any potential delays with regard to obtaining such permits or approvals where such potential delays may have an impact on the Schedule.
- 2.7.2 Review of Contractor’s Schedule of Submittals.** The Consultant will review and approve the Contractor's schedule for the submittal of shop drawings, samples and other required submissions of the Contractor. Schedules are subject to the County's approval.
- 2.7.3 Review of Contractor’s Submittals.** The Consultant (through its specialty engineers, where appropriate) will review or take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples such that the Work, when completed, will be in general conformance with the Contract Documents and Government and Other Standards. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Consultant will promptly notify the County of any observations regarding the quality, appropriateness or timeliness of the submittals.
- 2.7.4 Repeated Review.** The Consultant will be responsible for reviewing all of the Contractor's submittals as many times as is necessary to assure that such submittals are in accordance with the Contract Documents.

The Consultant's review and action will be taken with such reasonable promptness as to cause no delay in the Work, while allowing sufficient time, in the Consultant's professional judgment, to permit adequate review. Such submittals will be approved by the Consultant only if they are in conformance with the design concept of the Project and in compliance with the Contract Documents. If such submittals are not approved, the Consultant will reject such submittals with comments as to why such submittals were not satisfactory.

**2.7.5 Significance of Consultant's Review and Approval.** The Consultant's review will not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item will not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents or Government and Other Standards, the Consultant will be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents and Government and Other Standards.

**2.7.6 Retention of Other Services.** When requested by the County, the Consultant will assist the County in selecting and retaining the professional services of surveyors, special consultants and testing laboratories not already included in the Basic Services.

## **2.8 CONSTRUCTION SERVICES PHASE**

The Consultant will provide administration of the Contract Documents in accordance with best practice standards and all other services required as noted in this section. The County reserves the right to retain a Construction Management Administrator (CMA) for this portion of the Project. The provision of a CMA will not reduce the Consultant's responsibilities. The Consultant will cooperate and coordinate with the County's CMA for all Project related tasks and activities.

**2.8.1 General Requirements and Provisions.** The Consultant will provide administration of the Contract Documents. The Consultant will provide administrative, management and related services as required to monitor, and report on the activities of the Contractor with regard to the progress of the Work and the completion of the Project in accordance with the County's objectives for cost, schedule and quality as provided in the Schedule, Budget, Statement of Probable Costs and Contract Documents.

**2.8.1.1 Duration of Construction Phase Services.** The Consultant's responsibility to provide Basic Services for the Construction Phase, under this Agreement, commences with the award of the Contract for Construction and terminates upon the proper issuance to the County of a final certificate of payment for the Project and the completion of a reasonable number of post-Substantial Completion (punch list) inspections thereafter. All of these inspections, both for purposes of determining Substantial Completion and post-Substantial Completion, will be part of Basic Services. For projects that include multiple Contract Documents/bid packages the Consultant's responsibility as enumerated in this paragraph extends to each separate bid package.

**2.8.1.2 Advice during Construction Phase.** The Consultant will advise and consult with the County during construction until final payment to the Contractor is made and all other obligations under this Agreement are completed to the County's satisfaction. The Consultant will have authority to act on behalf of the County only to the extent provided in this Agreement unless otherwise modified by written instrument.

**2.8.1.3 Monitoring of Progress and Performance.** The Consultant will monitor progress and performance of the Contractor. The Consultant will promptly give notice and recommend courses of action to the County if requirements of the Contract Documents are not being fulfilled and, with the concurrence of the County, initiate the directive that corrective action be taken by the appropriate responsible party.

**2.8.1.4 Communication through Consultant.** Except as may otherwise be provided in the Contract for Construction or when direct communications have been specially authorized by the County, the County and Contractor will endeavor to communicate through the Consultant on matters of Project

design. Communications by and with the Consultant's subcontractors will be through the Consultant.

- 2.8.1.5 Construction Progress Meetings.** The Consultant will attend construction progress meetings not less than once per week during the Construction Services Phase to discuss matters of, progress, problems and scheduling of the construction phase of the Project. Times, dates and locations of meetings will be subject to approval by the County.
- 2.8.1.6 Limitation of Consultant's Responsibilities; Contractor's Work.** The Consultant will not have control over or charge of and will not be responsible for the Contractor's implementation of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The Consultant will not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents or Government and Other Standards. No provision of this Agreement will be interpreted to confer upon the Consultant any duty owed under the common law, under OSHA, or any other statute or regulation to construction workers or any other party regarding safety or the prevention of accidents at the site.
- 2.8.1.7 Access to Work.** The Consultant will at all reasonable times have access to the Work wherever it is in progress.
- 2.8.2 On-Site Construction Observation.** During the Construction Services Phase, the Consultant will provide at standard construction administration services to determine that the Work generally conforms to the requirements of the Contract Documents and Government and Other Standards.
- 2.8.2.1 General Conformance with Contract Documents.** The Consultant will review conformance of the materials and workmanship to the standards established by the Contract Documents and Government and Other Standards, review the Work and evaluate test reports and will notify the County promptly of any deficiencies observed in Contractor's Work. Project meetings or other meetings, including coordination meetings with the County or other consultants or contractors on site, will not be considered part of the hours allotted to construction on-site observation.
- 2.8.2.2 Specialized Site Observations.** The Consultant will provide structural, mechanical, electrical, fire protection and life safety engineers, from its own employees or subcontractors, to perform on-site observation of the progress and quality of the Work, and to determine that the Work, when completed, will generally conform to the requirements of the Contract Documents and Government and Other Standards, at intervals appropriate to the stage of construction or to the Consultant's participation in the Project. On-site observation will consist of visual observations of materials, equipment and construction. Such on-site observation will not be relied upon by others as acceptance of the Work, nor will it be construed to relieve the Contractor in any way from its obligations and responsibilities under the Contract Documents.
- 2.8.2.3 Advice as to Observable Defects.** On the basis of such on-site observation, the Consultant will keep the County informed of the progress and quality of the Work and will endeavor to guard County against observable defects and deficiencies in the Work and variances from the Contract Documents and Government and Other Standards, and will promptly report to the County any observed defects, deficiencies or variances. The parties acknowledge that during the progress of the Work, certain Work may not be in compliance with the Contract Documents, but will be in compliance by the time such portion of the Work is completed. Therefore, the Consultant's obligation to "promptly" report defects, deficiencies, variances and other matters is intended to require the Consultant to notify the County at such time as the Consultant knows, should have known, or reasonably believes that the Work, when completed, will not be in conformance with the Contract Documents or Government and Other Standards. The Consultant acknowledges that early discovery of such defects, deficiencies, variances and other matters are important in avoiding rework and additional costs.
- 2.8.2.4 Field Reports.** Within seven (7) days of each on-site observation, the Consultant will submit a field report to the County, with a copy to the Contractor.
- 2.8.2.5 Reporting and Documentation Requirements.** In addition to the Monthly Progress Reports required

under this Agreement, the Consultant will be responsible for the following reports. Any of the following may be included in the Monthly Progress Reports, unless otherwise requested by the Project Director.

- 2.8.2.6 Updates of Statement of Construction Costs.** The Consultant will update the **Statement of Construction Cost** at least monthly, incorporating changes accepted by the County as they arise, and submit to the County the updated Statement of Construction Costs within ten (10) days after the earlier of the preparation thereof, or the end of each month.
- 2.8.2.7 Cash Flow Reports.** The Consultant will also be responsible for developing cash flow reports and forecasts on a quarterly basis and for submitting such reports of forecasts within ten (10) days after the end of each quarter. Such cash flow reports will identify variance between actual and budgeted cash flow and costs of the Project. The Consultant will promptly advise the County whenever the Consultant is in possession of information indicating that the actual Project costs exceeds the Statement of Construction Cost. The Consultant will submit a cash flow report identifying the variance between actual and budgeted cash flow costs of the Project.
- 2.8.2.8 Cost Accounting Records.** The Consultant will maintain cost accounting records on authorized Work performed; additional Work performed on the basis of actual costs of labor and materials; and/or other Work requiring accounting records in accordance with standards and formats accepted in writing by the County.
- 2.8.2.9 Review and Certification of Contractor's Payment Applications.** The Consultant will review the Contractor's applications for progress payments and final payments, all documentation in support of such applications, including but not limited to waivers of lien and affidavits, and all other documents to be submitted by the Contractor as a precondition for payment including but not limited to progress reports and as built drawings. Based on this review, as well as its visits to the construction site and any other information it has, the Consultant will provide a written certificate to the County indicating: (a) whether the Contractor's Work has progressed to the point indicated on the application for payment based on documentation and observation of the quantity and quality of the Contractor's Work as furnished to and made by the Consultant; (b) whether the Contractor's application for payment is supported by all waivers; (c) whether the Contractor has submitted to the County all other documents required by the County as a precondition for payment; and (d) whether the Consultant recommends payment.
- 2.8.2.10 Special Reports.** Where special requests for reports are made by the County, the Consultant will submit within seven days of the County's request, a written statement of the Project progress; summary of payments made; and construction status in accordance with the Contract Documents.
- 2.8.2.11 Written Interpretations of Contract Documents and Responses to RFI's.** The Consultant will issue written interpretations of the Contract Documents and written responses to all requests for information ("RFI's"). The Consultant will make recommendations within seven days of receipt of the submission to the Consultant, on all requests of the County or the Contractor relating to the execution and progress of the Work and on all matters or questions related thereto. Any directive affecting construction costs and/or schedule will only be issued by the County.
- 2.8.3 Other Contractor Oversight and Assistance.**
- 2.8.3.1 Review of Inspections, Testing, Systems, and Equipment.** The Consultant will review the Contractor's inspection and testing of utilities, operational systems and equipment for readiness and will monitor the initial start-up and testing of such systems and equipment.
- 2.8.3.2 Coordination of Reviews and Inspections.** The Consultant will assist the County and the Contractor in coordinating federal, state, local governmental and regulatory agency reviews and or inspections as necessary for obtaining certificate(s) of Substantial Completion in accordance with the Contractor's agreement with the County.
- 2.8.3.3 Evaluation of Substitutions.** The Consultant will provide services/coordinate with any other

consultants providing services in connection with evaluating substitutions proposed by the Contractor after issuance of Contract Documents and making subsequent revisions to drawings, specifications and other Project Documents resulting therefrom.

**2.8.3.4** *Review of Contractor's Documentation of Work.* During the course of construction, the Consultant will consult with the Contractor and review the Contractor's marked-up prints, as-built drawings and other data necessary for documentation of the Work and any changes in the Work, and will forward such documents to the County, with appropriate recommendations, for the County's review and records.

**2.8.4 Disputes; Non-Conforming Work.**

**2.8.4.1** *Authority to Reject Nonconforming Work.* The Consultant will have no authority to reject Work, except as otherwise provided herein. If the Consultant determines that the Work of the Contractor does not conform to the Contract Documents, the Consultant will promptly notify the County, in writing, of such nonconforming Work and will provide recommendations for corrective action regarding such Work so that the County can determine whether such Work should be rejected. In the event the County determines that such Work should be rejected, the Consultant will execute the County's directive to reject such Work. Whenever the Consultant considers it necessary or advisable to comply with the intent of the Contract Documents, the Consultant will recommend to the County, in writing, when additional inspection or testing of the Work should be conducted, whether or not such Work is fabricated, installed or completed.

**2.8.4.2** *Recommendations Concerning Disputes; Questions of Interpretation.* During the course of the Construction Phase of the Project, the Consultant will consult with the County regarding any questions or disputes which may arise between the Consultant and the Contractor concerning the interpretation of the plans, drawings, specifications and other Project Documents prepared by the Consultant. The Consultant will initially interpret the Contract Documents and provide recommendations concerning the Contractor's and the County's performance thereunder. The Consultant will render interpretations necessary for the proper execution and progress of the Work with reasonable promptness on written request of either the County or the Contractor, concerning all claims, disputes and other matters in question between the County and Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents. Interpretations of the Consultant will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations, the Consultant will endeavor to secure faithful performance by both County and Contractor, will not show partiality to either, and will not be liable to the County for results of interpretations so rendered in good faith.

**2.8.5 Revisions, Change Orders.**

**2.8.5.1** *Evaluation of Revisions to the Contract for Work.* The modification, amendment or waiver of any provision of the County's agreement with the Contractor will be solely within the discretion of the County and no such action will void or otherwise affect this Agreement, provided that County will promptly provide to the Consultant notice of any proposed modification, amendment or waiver that may have an impact on the Project.

**2.8.5.2** *Evaluation of Impact.* In the event a modification, amendment or waiver of a provision of the agreement with the Contractor does have an impact on the Project, the Consultant will evaluate the proposal to determine its impact on the Project and, within five (5) working days after receipt of the County's notice, will provide a written response to the County that: (a) the proposal will not have an adverse impact on the Project and is accepted; (b) the proposal will have an adverse impact on the Project; (c) additional information is needed to determine the impact of the proposal on the Project; or (d) additional study is needed to determine the impact of the proposal on the Project.

- 2.8.5.3 Need for Additional Information.** If the Consultant's response notes a need for additional information or study, the response also will include a description of the information or studies required. The Consultant will, upon the County's request, undertake expedited efforts to obtain the additional information and to perform the additional studies identified in its response. If the Consultant objects to the proposal then, at the County's option, the Contract Documents will be modified in accordance with Article 3 in a manner recommended by the Consultant and approved by the County.
- 2.8.5.4 Preparation of Change Orders; Reimbursement for Negligent Design.** The Consultant will prepare change orders and construction change directives with supporting documentation and data, for the County's approval and execution in accordance with the Contract Documents, including any change orders and construction change directives as is needed to rectify any errors, omissions, ambiguities or inconsistencies in the Project Documents. The Consultant will reimburse the County for all costs of corrective Work, extra Work, claims for additions or replacement Work required as a result of errors, omissions, ambiguities or inconsistencies in the, Project Documents as detailed in Section 6.6, Error and Omission Retainage Fund.
- 2.8.6 Substantial and Final Completion.**
- 2.8.6.1 Inspections for Substantial Completion.** The Consultant will conduct inspections to determine the date or dates of Substantial Completion under the terms of the Contract Documents and the date or dates of Final Completion.
- 2.8.6.2 Phased Substantial Completion.** If the County has determined that the Project is to be accomplished in phases, to allow for continued occupancy and operation of the site for the County's purposes during the Project, then "Substantial Completion" will occur at different times for the various phases, and the Consultant will perform its responsibilities of inspecting, determining if Substantial Completion has occurred, preparing a punch list, certifying as to Substantial Completion, and performing post-Substantial Completion inspections, as many times as necessary given the number of phases.
- 2.8.6.3 Receipt of Required Documentation.** As part of the process of certifying Substantial Completion, the Consultant will receive, review for compliance with the Contract Documents and forward to the County for the County's review and records, as-built drawings, test certifications, and related documents required by the Contract Documents and assembled by the Contractor. The Consultant will not issue a certificate of Substantial Completion until the requirements of this Section have been met. Once it has been determined that the Contractor's documentation conforms to the Contract Documents, the Consultant will, upon approval from the County, transmit the documentation to all individual(s) designated by the County.
- 2.8.6.4 Final Completion; Documentation.** Consultant will issue a final certificate for payment upon compliance with the requirements of the Contract Documents. The Consultant will secure and transmit to the County required guarantees, affidavits, releases, bonds and waivers. In addition, the Consultant will deliver all information that it obtains from the Contractor, or a subcontractor including keys, manuals, record drawings and maintenance stocks. The Consultant will promptly notify the County if, in the Consultant's judgment, any of the documents assembled by the Contractor fails to conform to the Contract Documents.
- 2.8.6.5 Punch List(s) and Inspection(s) Pursuant to Final Completion.** Upon date or dates of Substantial Completion for the Project, the Consultant will participate in the development of completion punch list(s) prepared by the Contractor for the Project and will prepare a statement as to the Contractor's completion of corrective Work. The Consultant will arrange for an inspection for Final Completion and will review whether all Work performed by the Contractor is in accordance with the requirements of the Contract Documents.
- 2.8.6.6 Contractor's Final Payment Certification:** The Consultant will review and certify the Contractor's final

payment application once it has been established that the Work is complete and in conformance with all Contract Documents.

**2.8.6.7 Closeout Reports.** After Final Completion of Work, the CMA will prepare a close-out report in a format approved by the County. The report will contain but not be limited to the following information: Overall project budget, schedule summaries; detailed financial summaries for Contractor and Architect of Record; AOR Errors and Omissions Summary; Warrantees and related items. The CMA will submit Two original copies and one electronic copy in PDF format as part of the Basic Services

## **2.9 POST CLOSE OUT SERVICES**

### **2.9.1 COMMENCEMENT**

The Post-Completion Services required pursuant to this Agreement will commence upon the issuance of a final certificate of payment for the Project.

### **2.9.2 CLOSE OUT MEETINGS**

As part of Basic Services, the Consultant will schedule and attend all Project close-out meetings scheduled by the County after Final Completion.

### **2.9.3 SERVICES FOLLOWING PROJECT CLOSEOUT**

For a period of **three (3) months** following the date of Final Completion, the Consultant will make the Key Personnel available to the County as needed up to a maximum of **forty (40) hours**, to resolve any outstanding issues in connection with the work of this Project. The Consultant will not expend any of the **forty (40) hours** without the prior authorization of the County. If, upon expenditure of the **forty (40) hours** of Key Personnel time, the County requires additional Key Personnel time, the Consultant will be compensated for such additional Key Personnel time in accordance with Section 6.2.

## **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 DESIGN AND MANAGEMENT**

When requested by the County, the Consultant will provide services in connection with planning, administration and coordination of move-in/activation of the Project.

### **3.4 DOCUMENTS AND APPLICATIONS**

When requested by the County, the Consultant will prepare pre-qualification documents and applications for all

applicable trades.

### **3.5 SITE REPRESENTATION AND OBSERVATION**

If more extensive on-site construction observation than is described Section 2.8.2 and Appendix B is required, the Consultant will provide Project representatives as required to assist in carrying out such additional on-site responsibilities. The number of such additional Project representatives will be agreed to in writing prior to the commencement of such additional services. Such Project representatives will be selected, employed and directed by the Consultant. The duties, responsibilities and limitations of authority of Project representatives will be as agreed by the County and Consultant.

Through the observations by such Project representatives, the Consultant will provide further protection for the County against defects and deficiencies in the Work and variances from the Contract Documents and Government and Other Standards, but the furnishing of such Project representation will not modify the rights, responsibilities or obligations of the Consultant as described in this Agreement.

### **3.6 PROFESSIONAL OR CONTRACTOR DEFAULT**

When requested by the County, the Consultant will provide services made necessary by the default of the Contractor or other design/engineering professionals hired by the County for purposes of this Project.

### **3.7 SERVICES AFTER PROJECT CLOSEOUT**

When requested by the County, the Consultant will provide services after the Consultant properly issues to the County a final certificate for payment for the Project where such services exceed the number of hours or the time period established in 2.9.3.

### **3.8 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 INSURED**

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:

##### **6.1 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 (\$391,285.99). Progress payments for Basic Services will not exceed the actual progress of the Project and be submitted monthly pro rata to completion.

##### **6.2 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 (\$152,900) 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.

##### **6.3 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 2.6.1 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.

##### **6.4 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.

## **6.5 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 2.1.11.4 and 2.1.11.5, 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

## **6.6 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 6.6 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.

**6.6.1 "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".

**6.6.2 "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**").

**6.6.3 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.

**6.6.4 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.

**6.6.5 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.

**6.6.6 In Effect beyond Termination.** This Section 7.1.6 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

##### 7.1 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 6.2. 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.

##### 7.2 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.

**7.2.1 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.

**7.2.2 Certification of Sub-Consultants to be Paid.** Consultant will submit a list (Consultant's Sworn Statement) in the County 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.

**7.2.3 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.

**7.2.4 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.

##### 7.3 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.

##### 7.4 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.

## **7.5 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**

##### **8.1 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.

##### **8.2 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.

##### **8.3 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY CODE, CHAPTER 34, Section 34-275-285, ET. SEQ.**

**8.3.1 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.

**8.3.1.1 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.

- 8.3.1.2 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.
- 8.3.2 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.
- 8.3.2.1 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.
- 8.3.2.2 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.
- 8.3.2.3 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.
- 8.3.3 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.
- 8.3.4 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.
- 8.3.5 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

- 9.1 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.
- 9.2 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.

**9.3 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.

**9.3.1 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.

**9.3.2 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.

**9.4 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.

**9.5 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.

**9.6 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.

**9.7 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.

- 9.8 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

##### 10.1 DISPUTES

**10.1.1 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.

**10.1.2 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.

##### 10.2 DEFAULT

**10.2.1 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.

**10.2.2 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.

##### 10.3 REMEDIES

**10.3.1 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.

- 10.3.1.1 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.
- 10.3.1.2 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.
- 10.3.1.3 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.
- 10.3.1.4 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.
- 10.3.1.5 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.
- 10.3.1.6 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.
- 10.3.1.7 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.
- 10.3.1.8 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.
- 10.3.2 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.

**10.3.2.1 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.

**10.3.2.2 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.

**10.3.2.3 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

##### 11.1 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.

##### 11.2 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.

##### 11.3 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 John Cooke  
69 West Washington Street, 30<sup>th</sup> Floor  
Chicago, Illinois 60602

**TO THE CONSULTANT:**

Firm Name: Holabird & Root, LLC  
Attn: Jeff Case, Principal  
Address: 140 South Dearborn Street  
City, State, Zip: Chicago, IL 60603

**11.4 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.

**11.5 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.

**11.6 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.

**11.7 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.

**11.8 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.

**11.9 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.

**11.10 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.

**11.11 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.

**11.12 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.

**11.13 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.

**11.14 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.

**11.15 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.

**11.16 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**  
**BOARD AUTHORIZATION LETTER**

## APPENDIX B

### SCOPE OF SERVICE

The County is seeking an Architect/Engineer of Record to begin the design process. This is in the pre-design phase. The successful Proposer of this RFP will provide design services for the duration of design, construction and post-construction.

The required design and engineering services sought by Cook County includes, but is not limited to, assessments and evaluations, including reports of findings, developing scopes of work, the preparation of all programs, drawings and specifications, the preparation of related contract documents, developing construction estimates, assistance in obtaining and evaluating construction bids and permits, construction administration activities, close out warranty and general service as the Architect of Record ("AOR") for Women's Justice Services at DOC South Campus.

#### **Description of the Modernization Activities.**

Cook County shall contract separately with a general contractor ("Contractor") to perform the construction work needed for the modernization activities required at the Properties pursuant to Cook County's Capital Improvement Plan. The construction work at each of the Properties may include, but may not be limited to, items No. 1 through No. 6 below.

1. **Exterior Work.** Exterior work may include, but may not be limited to, the following: evaluation of concrete, masonry, roofing, drainage, windows, façade's, sheet metal, and new entry doors with hardware, stoops, and steps at high-rise, townhouse, single family, low rise and row house style buildings.
2. **Interior Work.** Interior work may include, but may not be limited to, performing a property condition assessment of all interior spaces, and developing plans and specifications to repair and/or procure and install such items or systems if the evaluation of the following items or systems indicates that the repair, replacement or installation of new equipment and systems are warranted. Such items or systems shall encompass the following: complete renovation of all interior dwelling units and common areas, including carpentry repairs, door and hardware replacement at all entries, bedrooms, bathrooms and closets, evaluation of attic insulation, furnaces, diffusers, bath exhaust fans, temperature controls, hot water heaters, designated plumbing fixtures, electrical devices, and lighting fixtures; all designated Sensory and Mobility units shall meet Uniform Federal Accessibility Standards (UFAS) and all other applicable ADA/504 requirements.
3. **Environmental Work.** Environmental work may include, but may not be limited to, the following: in buildings where there has been significant fire or water damage, perform appropriate evaluation or testing to ascertain the presence of hazardous mold growth or other adverse environmental conditions; develop plans and specifications for the removal and disposal of hazardous mold growth or other adverse environmental conditions which may have occurred, in accordance with the rules and regulations promulgated by all agencies having regulatory authority; remove asbestos containing materials; remove or completely encapsulate any existing lead-based paint; completely repaint all surfaces; perform all testing, prepare all drawings and specifications, perform all required regulatory monitoring and oversight of the environmental work, and produce all reports and certifications required to substantiate compliance with all applicable regulatory requirements for environmental work. The Design Professional and/or its consultants must have the requisite qualifications to perform and certify the foregoing environmental work per the requirements of all regulatory agencies with jurisdiction.

4. **Systems Work.** Systems work may include, but may not be limited to, the following: review major systems in each building at each of the Properties, including evaluation of the condition of the entire electrical system in each building, as well as its capacity to support the current and anticipated demand; evaluate the electrical system for capacity to support new through-wall air conditioning units, with sleeves, in each living room and one (1) bedroom per apartment unit; evaluate existing security systems, all heating systems, all domestic, sanitary, and storm water systems, the plumbing supply and return piping, and trash collection and disposal systems; and assure that each dwelling unit is wired for telephone service connections in the kitchen/living room area and one (1) bedroom, and cable television service connection in the living room.
5. **Site Work.** Site work may include, but may not be limited to, the following: the evaluation of the Cook County's private streets, paving, walkways, site fencing, landscaping, code compliance, designated assessable routes parking lots and public ways, refuse areas, masonry screen walls, and site drainage and retention, within each Property, and evaluate the need for upgrade, repair of or new service for water, electrical and/or gas utilities, and associated piping or electrical service conduit.
6. **Other Work.** Other work required may include, but may not be limited to, the evaluate of code compliance of all aspects of each unit, each building, and each Property; evaluate the operational function of all building systems; develop Plans and Specifications that will address the repair, installation and/or procurement of such items or systems that may be required as a result of such evaluation.

**APPENDIX C**  
**KEY PERSONNEL**

# Key Personnel

The Holabird & Root team will be led by Principal in Charge Jeff Case; Project Manager Jan Behounek; and Project Architect Tom Lassin. Jan Behounek will be the day-to-day contact. Their resumes are already on file as part of our pre-qualification submission. The following are our sub-consultants resumes.

**Daniel Calugareanu**

Nia Architects, Inc.

**Architect 2001, 11 years****Education**

Bachelor of Architecture, Technical University Gh. Asachi, Iasi, Romania, 2001

**Registration**

Romanian Society of Architects

**Professional Experience**

Mr. Calugareanu has over 11 years experience in the field of Architecture and within that period he has proven his ability to manage multiple projects, communicate and assist efficiently and pleasantly with Clients and Consultants, and efficiently produce quality results. His experience and knowledge of designing projects using clear ideas, meticulous attention to detail to produce construction documents, creative problem-solving, and decision-making are some of his strongest assets. Mr. Calugareanu expertise covers commercial, industrial, institutional and residential buildings. Daniel has joined NIA Architects in 2008 and since then he has proven to be a valuable team player during design, producing quality construction documents and during construction administration phase. Mr. Calugareanu has worked on multiple renovation design at Senn Metropolitan High School. The renovation included roof replacement, science laboratory and classroom upgrade, ADA accessibility upgrade of the entire campus. The Auditorium renovation was an integral part of the design and construction with all new A/V system installed. All works were performed in a phase and control manner without much disruption to the students and teachers daily activities. All assessment, design services and construction were completed on time with no disturbance to the teaching environment. Prior joining NIA Architects Mr. Calugareanu worked as a Construction Project Manager for South West Construction where he spent two years developing commercial and residential projects. He also worked at the architectural and engineering firms of CTA Design Group in Vancouver, BC, Canada, Victor Simion Architect, Montreal, QC, Dragos-Daniel Calugareanu Architect, Iasi, Romania. He received his Bachelor of Architecture in 2001 from the Technical University Gh. Asachi, Iasi Romania, and he has since completed CAD courses as well.

**Recent Relevant Projects**

Daniel Calugareanu is currently working on Exterior Renovation at Cook County Juvenile Detention Center for the Office of Capital Planning and Policy Building of Cook County. Daniel is also responsible for Construction Administration for Oakwood Shores Apartments a 48-unit rental building with first 2 floors of Medical Spaces in Chicago. Mr. Calugareanu is also currently working on the Parkway Gardens Apartments, 694 units, multi-building, multi-phase with 35 building complex and full occupancy.

Fosco Park new construction, Chicago 2012, PBC

Nicholas Senn Metropolitan High School Renovation, Chicago 2010, CPS

Nicholas Senn Metropolitan High School ADA Accessibility, Chicago 2010, CPS

Cook County Pharmacy Buildouts, Various locations, Chicago 2011, Cook County

CHA Scattered Sites / ADA Accessibility, Chicago 2010, CHA

Olive Harvey College new Baseball Field, Chicago 2011, CCC

**Anthony Akindede, AIA, CSI**

Nia Architects, Inc.

**Founding Principal 1996, 16 years****Education**

Graduate Level Course in Construction Management, Illinois Institute of Technology,  
1986-1987

Bachelor of Architecture, Illinois Institute of Technology, 1985

**Registration**

Illinois

**Professional Experience**

Anthony is Managing Principal and Founder of Nia Architects. He has over 27 years of experience in design, construction, and management of both new and rehabilitation projects. Mr. Akindede's expertise covers municipal, commercial, industrial, institutional and residential buildings. Prior to forming Nia Architects in 1996, Mr. Akindede was Associate Principal at Johnson & Lee Architects, where he spent nine years developing projects in different areas of the built environment. He also worked at the architectural and engineering firm of J.W. Sih and Associates for six years. He received his Bachelor of Architecture in 1985 from the Illinois Institute of Technology, and he has since completed CAD courses and graduate courses in Construction Management at IIT as well. Mr. Akindede is professionally licensed in the state of Illinois, and he is an active member of the American Institute of Architects, the Construction Specification Institute, and the Society of American Registered Architects.

**Activities**

Mr. Akindede has been actively involved in the Chicago Public Schools Principal-for a-day Program for the past seven years. He regularly participates in the CPS Career Day events at different schools. Anthony has provided mentor-ships in the past to Chicago Public Schools students interested in Architecture. Many of these students have performed paid internships at Nia Architects, Inc. during the summer months. Some of these students are now pursuing the Architecture degrees at four-year colleges. A few of Anthony's projects have been published in Architectural magazines and periodicals. Fosco Park Community Center was published in "City by Design"- Panache Partners 2008.

**Recent Relevant Projects**

Mr. Akindede is currently working on Sarah E. Goode STEM Academy (previously SWAHS) for the Public Building Commission of Chicago as AOR JV Partner. The SWAHS has been designed to achieve minimum LEED Gold Certification. He was responsible for Site Preparation, Site Analysis and Development. Mr. Akindede is also working on the Parkway Gardens Apartments, 694 units, with 35 building complex, the Normal Parkway Project and Oakwood Shore Terrace. In 2005, he was the Project Principal for Mount Vernon Haven Homes as the Prime for this Senior Citizen Retirement Home, and the Fosco Community Center in 2006.

Parkway Gardens Apartments, Chicago 2012-2014

Sarah E. Goode STEM Academy, new construction, Chicago 2009-2012

Oakwood Shore Terrace, new construction, Chicago 2012-2013

Mount Vernon Haven Homes, Chicago 2003-2005

Normal Parkway Homes, new construction, Chicago 2004

**Pierre Moulinier, AIA**

Nia Architects, Inc.

**Project Manager, 10 years****Education**

Masters of Architecture, University of Arizona, UA Scholarship, Tucson 1999

Bachelor of Architecture, University of Arizona, UA Scholarship, Tucson 1999

DPLG French Diploma of Architect, School of Architecture, Lyon, France 1997

4<sup>th</sup> Year of Architecture, Erasmus Scholarship, EPFL, Lausanne, Switzerland 1995

DEFA Fundamental Studies of Architecture, School of Architecture of Lyon 1993

**Registration**

Illinois

**Professional Experience**

Mr. Moulinier's education, predominantly in France and Switzerland was complemented with further studies in Arizona concentrating on Passive Solar and Environmental Design. His wide range of professional and scholastic experiences shapes his profile, focusing on three fundamental approaches of architectural studies: the relationship between Architecture and Urbanism, the conceptual approach of a project, and the relationship between Nature and Architecture.

In the past 14 years, he has participated in major public and private projects in the Chicago Area, as a consultant on behalf of Nia Architects at DeStefano and Partners for Educational projects, at OWP/P Architects for Institutional Projects, then worked at Loeb Schlossman and Hackl for Healthcare projects and lately with STR-Nia Architects collaborative for a new prototype High School.

He is fluent in French and English and is French Architect DPLG with Bachelor and Master Degrees in Architecture from of University of Arizona. He is licensed in Illinois.

**Activities**

Mr. Moulinier's is an AIA member, and a participant of U.F.E.C. and G.P.F. French Professional Organizations in Chicago.

**Recent Relevant Projects**

Mr. Moulinier was the Project Architect/Designer of Mount Vernon Haven Homes, the Senior Citizen facility with 61 units built in 2005 on the West side of Chicago with all responsibilities from early Design until the end of the Construction. Mr. Moulinier's is currently working on Sarah E. Goode Stem Academy (formally Southwest Area High School) for the Public Building Commission of Chicago as AOR Joint Venture Partner as the Construction Administrator. He has also been working on other Schools, Institutional and Healthcare projects in the United States as well as in Europe.

Southwest Area High School, new construction, Chicago 2009-2012

Patient Care Addition for Resurrection Healthcare, new construction Chicago 2006- 2008

Mount Vernon Haven Homes, new construction Chicago 2003- 2005

Chicago 10<sup>th</sup> District Police Station, new construction Chicago 2003-2004

National Teachers Academy, new construction Chicago 2000-2002

## Thomas P. Kracun, PE

Director of Chicago Operations, Civil Engineer  
David Mason & Associates



Years of Experience: 16

**Education:**

B.S. Civil Engineering  
University of Illinois / Urbana-  
Champaign

**Registration:**

Professional Engineer  
Illinois

Thomas P. Kracun provides expert leadership in the coordination of planning, design and construction processes between multiple disciplines including building architects, landscape architects, and mechanical for diverse civil engineering projects. He is responsible for civil design, site layout, utility coordination, and stormwater management plans. His range of duties includes budget preparation and maintenance, design schedules, and allocation of staff resources. Mr. Kracun is experienced in organizing and directing multimedia presentations related to citizen participation for public meetings, and public hearings.

**Relevant Project Experience**

**ComED Manhole Assessments, Chicago, Illinois**

Tom served as Project Manager responsible for the inspections and condition assessments for 28,000 manholes and vaults.

**ComED West Tech Facility, Chicago, Illinois**

Tom served as Project Manager responsible for the design of the concrete paving for structural loads and drainage. Tom coordinated all local permitting.

**ComED West Swift Road Water Resource Replacement, Chicago, Illinois**

Tom served as the Project Manager responsible for the design of a new water service for ComED to connect into a municipal water source.

**Feasibility Study, Precision Surveillance Corporation, East Chicago, Indiana**

Tom served as Project Manager responsible for feasibility study to determine conceptual costs for the demolition, reconfiguration, and reconstruction of select buildings, pavement, and utilities on the site.

**H. B. Taylor Building Expansion, Chicago, Illinois**

Tom served as Project Manager responsible for the civil engineering design and Project Management for the expansion of a 7,500 SF manufacturing building.

**University of Chicago 58<sup>th</sup> Street Design, Chicago, Illinois**

Tom served as Program Manager for the re-design and improvements to the existing campus pedestrian plaza west of the Administration building.

**West Campus Tunnel Renovation, University of Illinois at Chicago**

Tom coordinated site design and construction of pedestrian and utility tunnel renovation.

**William C. Eckhardt Research Center, University of Chicago**

Tom served as Project Civil Engineer providing stormwater drainage design, demolition, utility and site design.

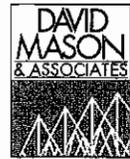
**University of Illinois Urbana/Champaign Assembly Hall Renovation**

Tom served as Project Manager for the site designs and surveying services provided for the renovation.

**U.S. Navy Recruit Training Center, Great Lakes, Illinois**

Project Engineer as part of CBZG Design Builders, LLC proposal team for Recruit Training Command \$190 million base recapitalization. He collaborated with architectural lead and contractor to develop infrastructure and campus master plan and integrate RFP requirements within the framework of the existing base.

**Mark C. Zahn**  
Senior Project Manager  
David Mason & Associates



Years of Experience: 30

Education:  
Leadership MBA, 2007  
Lake Forest Graduate School  
of Management

Master of Engineering  
Civil-Structures 1985  
Cornell University

Bachelor of Science  
Architecture 1982  
University of Colorado

Registrations  
Structural Engineer – Illinois

Professional Engineer -  
Indiana, Colorado, Kansas,  
Michigan, Missouri, Ohio,  
North Carolina, New York,  
Wyoming, Texas

Certified Document  
Technologist

Mark C. Zahn has a proven track record of success in managing projects, planning budgets, and navigating many small to large-scale projects from initiation to completion. He possesses excellent communication skills with an ability to lead a team effectively. Mr. Zahn is proficient in preparation of fee proposals; short and long term planning; effective investigation and report writing. His engineering services include educational, commercial, residential, municipal, airport, hospitals and sporting facilities in both the Design-Bid-Build and Design-Build delivery methods. Mark has several publications and has toured on the Lecture Series Circuit.

#### **Relevant Project Experience**

##### **Syracuse University, William P. Trolley Administration Building, Syracuse, New York**

Major deterioration and distress of the exterior brick masonry bearing walls lead to a full investigation of this 1888 historic 3-story building. During a phased approach, the existing timber roof truss structure was reinforced with new structural steel erected under tight constraints to maintain the building function. Phase 2 included a full façade investigation documenting 4½" of out-of-plumb bulging of the exterior walls and proposed repairs. Phase 3 required a 16 point controlled jacking of the roof structure to remove loads on the exterior bearing walls to allow repair / reconstruction of the masonry. Mark served as Senior Project Manager working closely with the Design Build Contractor for constructability, phasing, and project costing leading to a successful project.

##### **University of Chicago 58<sup>th</sup> Street West Steam Tunnel Reconstruction**

Renovations for a proposed 58<sup>th</sup> Street West Streetscape project engaged David Mason & Associates to provide inspection and reconstruction of aging steam tunnel and vaults for an expected 50 year life cycle. Mark served as Project Structural Engineer / Project Manager responsible for all aspects of the inspection and reconstruction of the vaults and tunnel.

##### **Francis W. Parker School, Auditorium Roof Renovation Feasibility Study, Chicago**

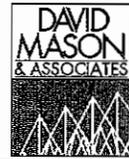
Mark served as Senior Project Manager for this building that required in-depth analysis for the feasibility of adding vertical height to the auditorium, and a new interior balcony. Services included evaluating the existing structure for increased gravity loads, analysis of the existing lateral system, preparing construction documents, and constructability review.

##### **Russell Sage College, Roof Failure Investigation, Troy, New York**

Mark served as Structural Project Manager for this historic building. He provided a structural investigation, documented field data, and provided an accurate computer model for the final report with clear identification of the root cause of the failed roof trusses.

##### **Great Lakes Naval Base, Camp Porter Barracks and Infrastructure, Great Lakes, Illinois**

Serving as a team member for the Design-Build delivery team, Mark served as Senior Project Manager and Engineer of Record for the 7 new buildings constructed under the \$650M recapitalization program. He was responsible for all design, cost control, and assisting the team for success in early turn-over of the project. Subsequent investigations, documentation, and repair was required due to a 4-inch settlement within 24 hours after removal of concrete floor shoring and re-shores which caused flat slab cracking and distress. A successful controlled jacking and foundation stabilization repair was completed by Mark.



Years of Experience:  
17 years

Education:  
Associates of Applied  
Science ITT Technical  
Institute

Training:  
OSHA 1910.120 40-Hr.  
Hazardous Waste  
OSHA 1910.120 8-Hr.  
Supervisor  
OSHA 1910.120 8-Hr.  
Hazardous Waste  
Operations Annual  
Refresher,  
Radiological Worker,  
Power Line Hazard  
Awareness,  
Behavior Based Safety,  
Leadership Development  
& Team Building,  
Coaching Skills for  
Managers & Supervisors

As DMA's most valued construction services professional, Chad Hooper has been involved in field operations of major construction projects for several years. As an Engineering Technician he is well-versed in the enforcement of city ordinances, policies, procedures and guidelines associated with on-site and off-site improvements. His proficiency in Civil 3D along with GIS databases and maps successfully aid in the preparation of exhibits and engineering plan sets; right-of-way roadway design, commercial/residential and master plan developments. This experience has afforded Chad the perspective needed to address complex project issues.

**Midway Airport, Runway Rehabilitation 13L-31R, Chicago, Illinois**

Chad provided Construction Administration/Inspection for the rehabilitation to the runway, incorporating sustainable design practices in a very short design time frame of 4 months.

**Chicago Public Schools, IDIQ, Chicago, Illinois**

Chad provided site plans for elementary schools which included designing field turf for playgrounds, paving, grading, utilities and erosion control.

**John Harvard Elementary School, Chicago Public Schools**

Chad provided engineering design services for this project that included new rubberized play surface, drainage design system, and ADA path of travel improvements.

**City of Chicago – 48<sup>th</sup> Ward Projects, Chicago, Illinois**

Chad provided decorative pavement improvements for train stations; designs included curb, sidewalk and ADA compliance.

**Feasibility Study, Precision Surveillance Corporation, East Chicago, Indiana**

Chad performed a study for conceptual costs for demolition, reconfiguration, and reconstruction of select buildings, pavement, and utilities for the site.

**Sullivan Elementary, Lawrence Elementary School, Till Elementary School, Beethoven Elementary School, Chicago Public Schools**

Chad provided engineering design services for a new playground facility for these Chicago Public Schools. Also included are new equipment, new rubberized surface, drainage system, and ADA path of travel improvements.

**Residential Areas:**

Removal of radioactive tailings from residential and commercial properties that were available for use as fill material and were inadvertently deposited through the City of West Chicago resulting in widespread surface and subsurface contamination. The scope of work included a design method to characterize the extent of contamination on each property and identify property improvements. Additional scope of work included topographic surveys, design and development of excavation and restoration plans, preparing detailed quantity estimates of the work, assisting in community relations, site clearing and grubbing, storm water control structures, sanitary sewer, concrete work, asphalt work and landscaping. Over 700 properties were remediated and restored

**Butterfield East, Aurora, Illinois**

233-acre new industrial development which included detention ponds, storm sewer, sanitary sewer, force main, mass grading, layout of 551,200 SF building, parking lots, curbs, sidewalks, access road through new development and a full access entrance with turn lanes in compliance with IDOT right-of-way specifications and standards.

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CCJM Engineers, Ltd.  
Engineering Infrastructure Solutions

# Anil Ahuja, PE, RCDD, LEED BD+C, CxA

## President

### Education and Registrations

University of Lincoln Nebraska, Post Graduate Studies, 1987  
Marine Engineering College, India, Graduate M.E., 1980  
University of Punjab, India, B.S.E.E., 1978

LEED™ Accredited

Registered Communications Distribution Designer (RCDD)

Certified Commissioning Authority

Registered Professional Engineer -IL, DC, MI, NY, OH, TX, WI, WA

### Professional Affiliations

U.S. Green Building Council

Design Build Institute of America (DBIA)

American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)

International Mercantile Marine, Inc. (IMM)

Association of Facilities Engineers (AFE)

The Institute of Electrical and Electronic Engineers, Inc. (IEEE)

Association of Energy Engineers

Co-generation and Competitive Power Institute of America

Panel Judge for Consulting Specifying Engineer Magazine's 2008 ARC (Advancing, Reinvigorating and Cultivating Excellence in Engineering) Awards

Anil has nearly 30 years of experience in Building Systems Design, Design Management, Construction Management, Commissioning and Operations and Maintenance. He is a registered professional electrical and mechanical engineer with project experience including airport systems, mission critical facilities, offices, institutions, central plants, industrial facilities, green buildings and hospitals.

Anil is Chair of the MASTERSPEC Engineering Review Committee of the American Institute of Architects for 2004 and 2005, Past President of DBIA Great Lakes Chapter and an adjunct Professor at the Illinois Institute of Technology in the College of Civil Engineering and Architecture and has written multiple technical articles and the book Building Systems Engineering – Integrated M/E Design, adapted as a sustainable design technology coursebook at the Illinois Institute of Technology and University of Illinois at Chicago.

As Chair of the MASTERSPEC Engineering Review Committee of the AIA since 2004, Anil is involved in updating the industry-standard master specification system. Past President of DBIA (Design Build Institute of America) Great Lakes Chapter and an adjunct Professor at the Illinois Institute of Technology, Anil is also author of Building Systems Engineering – Integrated M/E Design, a Sustainable Green Technology volume adapted as a course book at the Illinois Institute of Technology and University of Illinois at Chicago.

As a contributing editor to Consulting-Specifying Engineer Magazine, Anil authored a cover article detailing the fundamentals of Energy Audits. He also authored "Integrated M/E Design, Building Systems Engineering, currently adopted as a course textbook at the Illinois Institute of Technology and University of Illinois at Chicago which includes a chapter on building systems energy and economic analysis.

### Selected Project Experience

#### Principal-In-Charge, Chicago Public Schools, Design Manager

Principal level oversight for creation and development of the Mechanical, Electrical, Plumbing and Fire Protection Step 1 Construction Documents for Chicago Public Schools' \$300 million capital improvement program, Projects include new construction, major and minor renovation projects for all 600 schools.

#### Principal-In-Charge, City of Baltimore Green Building Standards

Professional advisory services to assist in the development and implementation of threshold standards relating to green sustainable building and site design practices. The standards required specified standards for energy efficiency and environmental design.

#### Chicago Christian Industrial League, Chicago, IL

MEP/FP engineering design services for a new 125,000 sq. ft. non-profit headquarters complex on the Chicago's Near West Side, including five separate, but connected buildings with shared areas, building support area, common floor areas and vehicle maintenance area.

#### Principal-In-Charge, University of Illinois-Urbana/Champaign, New Residence Hall

Principal level oversight for Phase A of this 150,000 sq. ft. new residence hall that includes spaces for the severely physically disabled.

**C****C****J****M****CCJM Engineers, Ltd.**  
Engineering Infrastructure Solutions

Anil Ahuja, PE, RCDD, LEED BD+C,  
CxA  
Continued

**City of Chicago, Department of Construction and Permits, Municipal Code Reviews**

Professional municipal code compliance review services for City of Chicago for various public and private projects, including new construction and renovation/additions. Scope includes issuance of written permit corrections, clarification meetings with MEP Engineer-of-Record and recommendation of issuance of permit by City of Chicago.

**Principal-In-Charge, University of Illinois at Chicago, South Campus Development**

Principal level oversight for engineering design and coordination for several renovation projects for this campus redevelopment project, including consolidated utility assessment and design for the Master Plan accommodation, integrated MEP/FP design for the shell and core adaptive reuse of an existing 16,200 sq. ft. building, and integrated MEP/FP design for a new, mixed use, 36,000 sq. ft. building on the north side of Maxwell Street.

**Great Lakes Naval Training Center, Great Lakes, Illinois**

Multi-year contract through Commonwealth Edison to perform energy upgrades on 95 buildings, Phases I through VIII. For phases VII, VIIa and VIII, work included the following:

1. HVAC upgrade that included pumps, air handling units, controls and piping.
2. Lighting upgrade to energy efficient lighting with less than 8 year payback.
3. Conversion of buildings to alternate use.
4. Upgrade of cooling plants to energy efficient plants.
5. Change constant volume air and water pumping to energy efficient variable air volume and pumping systems.

**Project Manager, Exelon P-5 Thermal Plant, Downtown Chicago**

Designed a 4160 volt, 10MW substation to support power requirement of 10,000 ton cooling plant expandable to 15,000 tons. Plant uses heat recovery from the Chicago River. Designed tie in to city-wide thermal plant to increase capacity from 40,000 ton cooling to 50,000 tons.

**Principal-In-Charge, Reuters Data Centers, Chicago and New York**

CCJM provided Mechanical/Electrical Infrastructure and Energy Audits in Reuters Data Centres Worldwide. The primary objective assessed the condition and reported on the status of the mechanical and electrical infrastructure, including energy usage, emergency systems, power distribution systems within the computer rooms including, PDU's, circuit breakers and auto – changeover systems, uninterruptible power supply systems, identification of single points of failure and other energy distribution weaknesses. These projects included at several Reuters locations in US and abroad including Chicago, New York, Boston, St. Louis, London, Singapore and Hong Kong.

**Principal-In-Charge, 2200 Cabot Commercial Building, Lisle, IL**

*Retro Commissioning for 100% occupied office building in Lisle, IL.* CCJM provided commissioning services to assist the Owner in improving the building by bringing equipment to its operational state, reduce comfort calls, reduce energy usage and demand costs, increase equipment life and improve indoor air quality.

**Chicago Housing Authority Task Order Services Requests**

Principal-level oversight for several life safety and accessibility modification projects at CHA properties including, Patrick Sullivan Senior High Rise, Long Life, Lidia Pucinska, Horner Homes, Brooks Homes and Lincoln Perry. CCJM also provided Fundamental and Enhanced commissioning services for Kenmore Senior Apartments and Altgeld Town Center.

# **Paul Ghassan, PE**

## **Project Manager**

### **Education and Certifications**

University of Illinois, Master of Science,  
Mechanical Engineering

School of Mines and Technology,  
Bachelor of Science, Mechanical  
Engineering

Registered Professional Engineer:  
Illinois

### **Professional Affiliations**

American Society of Heating,  
Refrigeration And Air Conditioning  
Engineers (ASHRAE)

Paul Ghassan is responsible for client contact, proposals and contracts, development of mechanical and plumbing design concepts, project design management and interdisciplinary coordination. Many of his projects involve renovation and adaptive reuse requiring analysis of existing conditions and evaluations and recommendations of systems suitable to physical and operational constraints.

Paul has 20 years experience in the area of mechanical design, site inspections, energy analysis and project management for commercial, institutional, governmental and communications buildings.

Mechanical expertise includes energy conservation technology, system analysis, indoor air quality assessment, building automation systems, HVAC ventilation controls and delivery systems and high-efficiency filtration systems.

Paul manages projects both large and small and provides schematic design, design development, bid assistance, construction documents and construction administration services.

### **Selected Project Experience**

#### **Project Manager, Chicago Children's Advocacy Center**

MEP/FP design services for the renovation of the Chicago Children's Advocacy Center, an existing two-story, 16,000 sq. ft. building. The program includes administrative and office areas, and areas for Police, Mental Health, DCFS, Forensic Support Services, Medical Clinic and Information Technology.

#### **Project Manager, Public Building Commission, Senior Centers, Chicago, Illinois**

For five senior centers around Chicago, ranging in square footage from 4,400 to 11,000, Paul provided project management, coordination with the Architect, PBC and Chicago Park District.

#### **Project Manager, Naper Settlement Pre-Emption House, Naperville, IL**

Paul provided project management and lead mechanical engineering design services for the nationally accredited 19<sup>th</sup> century history museum's 17,000 sq. ft. facility's HVAC system. After an existing condition assessment, developed a four-phase upgrade to the hot water heating system, chilled water system, air side ventilation and building automation system.

#### **Project Manager, On-Site, Chicago Public Schools, Design Manager**

Responsible for creation and development of the Mechanical, Electrical, Plumbing and Fire Protection Step 1 Construction Documents for Chicago Public Schools' \$300 million capital improvement program, Projects include new construction, major and minor renovation projects for all 600 schools.



**Paul Ghassan, PE**  
Continued

**Project Manager, Lead Mechanical Engineer, Illinois Capital Development Board, Chicago Medical Center, Renovate Rooms 134 & 136**

Renovation of 1,300 sq. ft. office and laboratory space into bio-safety Level 2+ laboratory space to support the bio-safety Level 3 laboratory suite.

**City of Chicago, Department of Construction and Permits, Municipal Code Reviews**

Professional municipal code compliance review services for City of Chicago for Mechanical and Plumbing for various medium to large/complex public and private projects located throughout Chicago, including new construction projects and renovation/additions.

**Project Engineer, University of Illinois at Chicago Family Medicine Clinic**

Mechanical design for clean room to meet ISO Class 7 atmosphere for pharmacy use in a medical office building. Scope included using HEPA fan filter with 99.99% efficiency.

**Project Manager, Park Lawn Redevelopment for the developmentally disabled, Alsip, IL**

Paul provided Lead Mechanical and Project Management for this 41-bed intermediate 24-hour care facility for the developmentally disabled. The project called for a phased 10,000 sq. ft. addition of two new living wings and complete renovation of the existing 15,000 sq. ft. building.

**Project Engineer, University of Illinois at Chicago, South Campus Development**

Paul provided mechanical engineering design and coordination for several renovation projects for this campus redevelopment project, including consolidated utility assessment and design for the Master Plan accommodation, integrated MEP/FP design for the shell and core adaptive reuse of an existing 16,200 sq.ft. building, and integrated MEP/FP design for a new, mixed use, 36,000 sq. ft. building on the north side of Maxwell Street.

**Antonio Wright** RCDD, NICET, CNVD  
Senior Associate, Security



**Project Role**

Project Manager

**Education**

University of Illinois at Chicago, Bachelor of Science, Electrical Engineering

**Registrations / Accreditations**

RCDD (Registered Communications Distribution Designer)

NICET (National Institute for Certification in Engineering Technologies)

CNVD (Certified Network Video Designer)

**Professional / Civic Affiliations**

BICSI (Building Industry Consulting Services International)

ASIS (American Society for Industrial Security)

TIA (Telecommunications Industry Association - Healthcare Task Group)

NFPA (National Fire Protection Association)

HIMSS (Healthcare Information and Management Systems Society)

**Profile**

Mr. Antonio D. Wright has over 29 years of engineering experience specializing in security systems, and integrated systems design. Mr. Wright has served as project manager and project design engineer with extensive experience consulting and designing security solutions and specialty systems of major medical, postal, laboratory, high-rise residential, museums, commercial, pharmaceutical, higher education, industrial, tenant build out, renovations, and hotel facilities.

**Project Experience**

State of Illinois Emergency Operations Center, Springfield, Illinois

50,000 sf state-of-the-art facility housing mission critical technology, administrative offices, and support spaces for the State of Illinois Response Center, Emergency Management Agency, Statewide Terrorism Intelligence Center, and Radiological Emergency Assessment Project.

General Services Administration (GSA), St. Elizabeths West Campus, Washington, DC

1,200,000 sf, 175-acre campus that is owned by the Federal Government, managed by the GSA, and consists of multiple structures comprised of office space, adaptive reuse buildings, gatehouses, and security fences.

**Antonio Wright** RCDD, NICET, CNVD  
Senior Associate, Security



Markham Courthouse, Markham, Illinois  
3,000,000 structured cabling design for seven county court buildings. Also included fire alarm upgrade and security and safety system upgrades.

O'Hare International Airport FACE Project, Chicago, Illinois  
90,000 sf expansion of the landside baggage claim, arrivals, and departure ticking areas for Terminals 2 and 3. Project consisted of new lighting, signage, vertical transportation, ventilation, heating, cooling, plumbing, and fire protection systems.

Center of Care and Discovery, University of Chicago, Chicago, Illinois  
1,200,000 sf of a 10-story hospital. The space includes 240 private patient rooms, 52 intensive care beds, space for 28 operation rooms, and two floors of shelled space ready for future expansion and technology.

University of Chicago Regenstein Library, Chicago, Illinois  
500,000 sf library renovation along with state-of-the-art data processing distribution, technology and communication upgrades, new riser and distribution pathways, lighting for new stack areas, revised electrical and exit pathway lighting and a new code compliant fire alarm system for the entire facility along with a new fire pump/sprinkler system.

Bank One Center, Chicago, Illinois  
545,000 sf office space and 15,000 sf data center; 2N redundancy throughout the facility, structured cabling design, and trading floor design.

Chicago Public Schools, Westinghouse College Prep, Chicago, Illinois  
240,000 sf school with cafeteria, kitchen, classrooms, gym, auditorium, TV studio, library, offices and physical educational areas

LaRabida Children's Hospital, Chicago, Illinois  
Renovation of unused patient areas into new Emergency Treatment Center, along with renovations to the entrance lobby and fire protection system upgrades throughout the facility.

Rehabilitation Institute of Chicago, 630 North McClurg Court, Chicago, Illinois  
715,000 sf new research hospital consisting of patient rooms, medical rooms, supply/nursing stations, and exam rooms. The spaces will be designed to enable a seamless and effective flow of employees through more flexible, adaptable, and strategically adjacent spaces. The facility's technology will enhance quality, safety, and efficacy of operations for RIC.

Rush University Medical Center, Chicago, Illinois  
Master plan security assessment.

Rush University Medical Center, Security Design for Campus Redevelopment, Chicago, Illinois  
Campus programming, design of an addition to the existing Atrium building, renovation of the existing clinical buildings, relocation and expansion of the emergency department, the addition of an ambulatory care building and an upgrade of the campus infrastructure.

**Antonio Wright** RCDD, NICET, CNVD  
Senior Associate, Security



U.S. Department of Labor, Job Corps, Chicago, Illinois

U.S. Postal Service, General Mail Facility, Chicago, Illinois

U.S. Veteran's Administration, VA Hines Hospital, Broadview, Illinois

**Awards**

- Design Excellence Award, AIA, State of Illinois Emergency Operations Center (SEOC), 2008
- First Place, New Construction, ASHRAE Regional, Arthur Rubloff Hall at St. Xavier, 2007
- Technology Award, ASHRAE Region VI, Arthur Rubloff Hall at St. Xavier, 2007
- Merit Award, New Construction Suburbs, Chicago Building Congress, Calamos Investments, 2007
- The Director's Award for Pride in Partnership, Illinois Capital Development Board, State of Illinois Emergency Operations Center (SEOC), 2006
- Award for Excellence, Finalist, Urban Land Institute, The Heritage at Millennium Park, 2006
- Excellence in Engineering Award, ASHRAE Illinois, Arthur Rubloff Hall at St. Xavier, 2006
- Residential Development of the Year, Chicago Commercial Real Estate, The Heritage, 2005
- TOBY, BOMA International, Northwestern Memorial Hospital, 2005
- Commercial Project of the Year, Midwest Construction, Bank One Center, 2003
- Award of Recognition, New Construction, Chicago Building Congress, Northwestern Memorial Hospital, 2000
- Integration Project of the Year, Consulting & Specifying Engineer, Northwestern Memorial Hospital, 1999
- Honor Award, Overall and Interior Design, AIA, Boeing Headquarters, 1993

**Coleman L. Wolf CPP, CISSP**  
Associate, Security Systems



**Project Role**

Security Systems Design

**Education**

Northwestern University, Evanston, Illinois, Master of Science, Computer Information Systems, 2005  
University of Michigan, Ann Arbor, Michigan, Bachelor of Science, Electrical Engineering, 1988

**Registrations / Accreditations**

CPP (Certified Protection Professional)  
CISSP (Certified Information Systems Security Professional)

**Professional / Civic Affiliations**

ASIS (Member of American Society for Industrial Security)  
Active council member within the ASIS Information Technology Security Council

**Profile**

Coleman Wolf has extensive experience developing enterprise-wide access control and alarm monitoring systems, developing business analyses, and conducting detailed security surveys and assessments of corporate offices, power generation plants, data centers and facilities related to national critical infrastructure. Coleman also managed numerous security system installation and upgrade projects including system design, bid package preparation, installation, and acceptance testing.

**Project Experience**

HSBC North American Corporate Headquarters

Security systems design for 575,000 sf facility which is the site of the HSBC's North American corporate headquarters. The "campus" consists of offices, parking, fitness center, full service kitchen and dining, banking services, mission critical, and a career development center complete with training facilities. ESD designed a cutting-edge audiovisual presentation and distribution system for this advanced facility.

Bank of America Corporate Offices, Charlotte, North Carolina

750,000 sf of office space, 50,000 sf Urban Garden shared space, 5,000 sf data center, 20,000 sf of retail / amenity space, and five levels of below grade parking. As part of the SuperBlock project, ESD provided commissioning services for the 252,000 sf Ritz Carlton Hotel as well.

**Coleman L. Wolf CPP, CISSP**  
Associate, Security Systems



Erikson Institute, Chicago, Illinois  
75,400 sf graduate school relocation including administrative offices, a library, classrooms, computer labs, and clinical space with a separate entry lobby on the first floor. This facility is unique for its amenities, integrated infrastructure, and tenant mix.

O'Hare International Airport, United Airlines Service Center, Terminal 1, Chicago, Illinois  
Redesigned service center to accommodate new self-service kiosks and additional flight information displays.

University of Chicago Medical Center (UCMC) New Hospital Pavilion (NHP), Chicago, Illinois  
1,128,000 sf hospital security system with an extremely innovative and flexible modular design for the high-technology facility combining patient care and clinical research. The structure was designed on a grid system consisting of a matrix of modular cubs capable of being reconfigured as needed to accommodate a range of uses.

Standard Parking, 200 East Randolph Street, Chicago, Illinois  
41,000 sf modern corporate headquarters relocation including private offices, workstations, reception, conference rooms, and window-lined boardroom. ESD provided technology consulting services along with MEP / FP and IECC Commissioning. Video and audio conferencing capabilities are included in the main boardroom and four conference rooms.

#### **Awards**

- Best Projects of 2011, ENR Midwest, BP Bright Lights, 2011
- Excellence in Engineering Award, ASHRAE Illinois, HSBC, 2010
- Green Development of the Year, NAIOP, HSBC, 2009
- Green Development of the Year, NAIOP, HSBC, 2008

#### **Select Publications / Presentations**

- Seminar presentation, "Information Technology Security Council Series: Cyber Security," 2011 ASIS Convention, Orlando, Florida, September 20, 2011
- "Utility and Smart Grid Security, The Impact of NERC CIP Standards and NISTIR 7628 to the Utility Industry", presented by the Information technology Security Council (ITSC) and Utility Security Council (USC), ASIS International, February 2011
- Certification Profile, Security Management Magazine, June 2011, [www.asisonline.org/certification/cpp/resources/cppmonth/wolf\\_coleman.pdf](http://www.asisonline.org/certification/cpp/resources/cppmonth/wolf_coleman.pdf)
- Book Review of Hacking Exposed: Network Security Secrets and Solutions, Sixth Edition, Security Management Magazine, October 2010, [www.securitymanagement.com/article/hacking-exposed-network-security-secrets-and-solutions-sixth-edition-007674](http://www.securitymanagement.com/article/hacking-exposed-network-security-secrets-and-solutions-sixth-edition-007674)
- "Cloud Computing and Software as a Service (SaaS), An Overview for Security Professionals", presented by the Information Technology Security Council (ITSC) and Physical Security Council (PSC), ASIS International, February 2010



**Project Role**

Structured Cabling System

**Education**

University of Illinois at Chicago  
University of California at San Diego  
College of DuPage, Glen Ellyn, Illinois

**Registrations / Accreditations**

RCDD (BICSI Registered Communications Distribution Designer)  
InfoComm International – ANSI:

- CTS Certified Technology Specialist

**Profile**

Jack Sturm's responsibilities include documentation for clients, voice/data, audio/visual, and other communication needs in new and existing locations.

**Project Experience**

General Services Administration (GSA), St. Elizabeths West Campus, Washington, D.C.  
1,200,000 sf (353,000 sm), 175 acre campus owned by the Federal Government, managed by the GSA (US General Services Administration). The multiple structures consist of office space, adaptive reuse buildings, gatehouses, and security fences.

Elmhurst Public Library, Elmhurst, Illinois

89,000 sf evaluation of the building's voice / data wiring, LAN equipment, PBX and telephones, security, and paging.

ExpressScripts, St. Louis, Missouri

227,000 sf building including a 13,500 sf data center with mechanical and electrical systems designed to achieve a concurrently maintainable infrastructure for 150 watts / sf power density.

Allstate Greenfield Data Center, Rochelle, Illinois

52,600 sf (14,000 sf computer room) LEED Gold data center capable to support current and emerging technologies. Emphasis was on redundant infrastructure systems to protect sensitive electronic records, maximum ease of operation, and cost control.



**ABN AMRO Plaza, Chicago, Illinois**

1,300,000 sf critical facility design consisting of general office workspaces, a data processing facility, an item processing operations area, and self-sustained specialty amenities. This new facility provides for flexibility and adaptability to accommodate organizational changes.

**Nuveen Investments, 333 West Wacker, Chicago, Illinois**

170,000 sf of office space on eight floors of a high-rise building. Phased restack of all floors including build-out of a "swing space" within the building. Services provided were structured cabling and audiovisual design. Technologies used included high definition video teleconference, integrated audio teleconference, and 3D image mapping.

**Intercontinental Exchange, 353 North Clark, Chicago, Illinois**

23,000 sf consisting of open office area and workstations, data center, café, conference rooms, private offices, and boardroom with floor-to-ceiling glass fronts. Walls and room designed to withstand an F1 tornado to protect the data center.

**Standard Parking, 200 East Randolph Street, Chicago, Illinois**

41,000 sf modern corporate headquarters relocation including private offices, workstations, reception, conference rooms, and window-lined boardroom. ESD provided technology consulting services along with MEP / FP and IECC Commissioning. Video and audio conferencing capabilities are included in the main boardroom and four conference rooms.

**Awards**

- Best Projects of 2011, ENR Midwest, BP Brightlights, 2011
- TOBY (The Outstanding Building of the Year), BOMA International, AON Center, 2010
- Green IT Project of the Year, The Executive Alliance, Allstate Greenfield Data Center, 2009
- Green IT Project of the Year, The Executive Alliance, Allstate Greenfield Data Center, 2008
- TOBY (The Outstanding Building of the Year) and Earth Awards, Historical Buildings, BOMA International, Chicago Board of Trade (CBOT), 2008
- Landmark Award for Preservation Excellence, City of Chicago, Chicago Board of Trade (CBOT), 2007
- Technology Award, Honorable Mention, ASHRAE Regional, ABN AMRO, 2005
- Excellence in Engineering Award, ASHRAE Illinois, ABN AMRO, 2004
- Excellence in Engineering Award, ASHRAE Illinois, ABN AMRO, 2003
- Award of Recognition, New Construction, Chicago Building Congress, Des Plaines Public Library, 2001

Zackery House RCDD, OSP, RTPM  
Vice President, Technology Group Leader



**Project Role**

Principal-in-Charge

**Education**

Capella University, Bachelor of Science, Business Management  
University of Arkansas College of Engineering, Master of Science, Operations Management, 2012

**Registrations / Accreditations**

RCDD (Registered Communications Distribution Designer)  
RCDD/OSP (Outside Plant Specialist)  
RTPM (Registered Telecommunications Project Manager)  
RITPM (Registered Information Technology Project Manager)  
Six Sigma White Belt

**Professional / Civic Affiliations**

BICSI (Building Industry Consulting Services International)  
TPMA (Telecommunications Project Management Association)

**Profile**

Zackery House is a highly accomplished professional technology leader with over 19 years of experience leading large-scale multisite Technology and Telecommunication projects domestically and internationally. He is a business performance challenger with a proven track record of implementing targeted action plans and achieving business results to maximize client operations, profitability, and shareholder value through technology systems. Zackery has responsibility for the business operations of ESD's Technology Consulting Group.

**Project Experience Prior to ESD**

Wal-Mart Visitor Center, 5 & 10 Museum, Bentonville, Arkansas  
125,000 sf facility consisting of three floors including interactive museum, café, office space, and conference facilities. Technology included digital signage, interactive displays, guest Wi-Fi, point of sale systems, and corporate infrastructure to support office personnel and conference facilities.

Wal-Mart Corporate David Glass Technology Center Building Expansion, Bentonville, Arkansas  
400,000 sf facility consisting of two floors including general office and a technology innovation suite.

**Zackery House RCDD, OSP, RTPM**  
Vice President, Technology Group Leader



Wal-Mart David Glass Technology Data Center, Bentonville, Arkansas  
100,000 sf facility consisting of technology rack space allocation, video surveillance, access control, audio/video, network operation center, structured cabling, and network infrastructure.

Wal-Mart Jane Data Center, Jane, Missouri  
100,000 sf facility consisting of technology rack space allocation, video surveillance, access control, audio/video, network operation center, structured cabling, and network infrastructure

Wal-Mart Global Finance Center, San Jose, Costa Rica  
275,000 sf facility consisting of four floors including general office space and cafeteria.

Sam's Club Corporate Office Building, Bentonville, Arkansas  
139,000 sf facility consisting of general office space, specialized interactive media conference rooms, vendor sample room, auditorium, food testing facilities, and cafeteria.

# RÉSUMÉ

## **Christopher Harris, MRICS**

Technical Lead / Lead Estimator

Chris has over 30 years in the construction industry. His experience covers cost estimating through all stages of design, on-site cost control, bid documentation and value engineering on various projects for both government and private sectors.

He has provided cost control and construction consultancy services on a diverse range of projects both domestic and overseas. These include laboratories, office development, hotels, aquariums, baseball parks, courts, jails, hospitals, schools, and universities, sheltered housing, factory estates and retail stores. The work covered new build, renovation, additions and conversions with a total value of these projects going well into the hundreds of millions of dollars. In his previous experience, Chris has not only worked as a consultant but also as a contractor and construction manager, specializing in cost control and procurement.

### **Representative Experience**

- 7<sup>th</sup> District Police Station, Chicago, Illinois
- 8<sup>th</sup> District Police Station, Chicago, Illinois
- 9<sup>th</sup> District Police Station, Chicago, Illinois
- 12<sup>th</sup> District Police, Chicago, Illinois
- 15<sup>th</sup> District Police Station, Chicago, Illinois
- 17<sup>th</sup> District Police Station, Chicago, Illinois
- 23<sup>rd</sup> District Police Station, Chicago, Illinois
- Morganton Psychiatric Hospital, Morganton, North Carolina
- Bronzeville Military Academy, Chicago, Illinois
- Northeastern Illinois University, Main Campus Utility Infrastructure Project; Chicago, Illinois
- Dolton Police Station, Dolton, Illinois
- Chicago Job Corps Dormitory, Chicago, Illinois
- College of DuPage Student Resource Center, Glen Ellyn, Illinois
- Northern Illinois University, Dormitory Renovation, DeKalb, Illinois
- Great Lakes Naval Station Barracks, Waukegan, Illinois
- Hiram College, Recreation Center Expansion, Hiram, Ohio

### **Education**

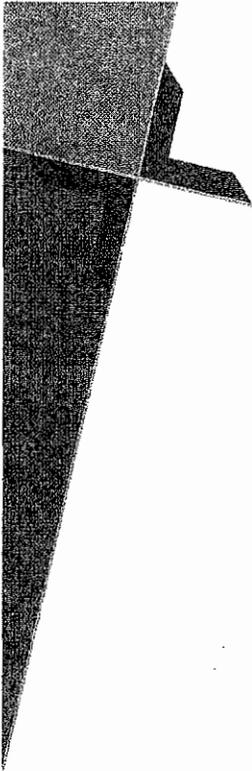
BSc (Hons), Building Economics and Measurement, Aston University, Birmingham, England, 1977

### **Certifications / Affiliations**

Professional Associate, Royal Institution of Chartered Surveyors, 1988

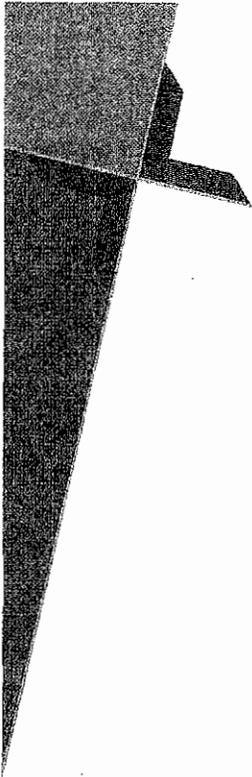
### **Years of Experience**

30+



## RÉSUMÉ

- Cook County Hospital, Chicago, Illinois
- Illinois College, Residence Halls Master Plan, Jacksonville, Illinois
- Kennedy King College, New Campus, Chicago, Illinois
- Lake Forest Academy, Chicago, Illinois
- North Park University, Student Center, Chicago, Illinois
- University of Illinois at Chicago, South Campus Mixed-use Redevelopment Master Plan, Chicago, Illinois
- Provena St. Joseph Medical Center, 9-story Bed Tower and Parking Garage, Joliet, Illinois
- University of Missouri, Kansas City, Hospital Hill Parking Structure, Kansas City Missouri
- College of DuPage, Student Resource Center, Glen Ellyn, Illinois
- River East Center Theater, Health Club, Shops, Restaurants, Condominiums, Chicago, Illinois
- Ravenswood Mixed Use Development, Chicago, Illinois
- CB Richard Ellis O'Hare Lake Office Plaza, Des Plaines, Illinois
- Kimberly - Clark Cafeteria Lobby Renovation, Neenah, Wisconsin
- University of Illinois at Chicago, Speculative Office Building, Chicago, Illinois
- Sears Tower-50<sup>th</sup> floor Client Training Center, Chicago, Illinois
- Chicago Federal Campus Master Plan, Chicago Illinois
- Public Safety Building, Santa Monica, California
- Back of the Yards High School, Chicago, Illinois
- Paratech Office HQ, Frankfort, Illinois
- Madison Clark Feasibility Study, Chicago, Illinois
- Effingham Sports Facility, Effingham, Illinois
- Senior Satellite Recreation Centers, Chicago, Illinois
- University of Cincinnati, Student Recreation Center, Cincinnati, Ohio
- Morton Arboretum, Visitor Center, Lisle, Illinois
- Morton Arboretum, Permeable Paver Parking Lot, Lisle, Illinois



# RÉSUMÉ

## **Mark W. Krogen, LEED** Senior Estimator

Mark brings 26 years of mechanical construction experience to Faithful+Gould. He has a strong background in estimating as well as mechanical systems design. His skills include; mechanical blueprint reading, mechanical systems design applications, general understanding of the International Mechanical Code, Minnesota Plumbing Code, methods of installation for mechanical equipment. He also has advanced skills in computers and technology.

- Camp Ripley Education Complex; Little Falls, Minnesota
- Owatonna Public Utilities Adaptive Reuse; Owatonna, Minnesota
- US Department of Energy Solar Decathlon; Irvine, California
- Life Time Fitness, New Fitness Center; Urbandale, Iowa
- Life Time Fitness, New Fitness Center; Roseville, California
- Lee Animal Care and Control Facility; Chicago, Illinois
- Armed Forces Readiness Center and Fire Station, Stillwater, Minnesota
- University of St. Thomas, Selby Hall, new six story student dormitory, St. Paul, Minnesota
- University of St. Catherine, new four story residence complex, St. Paul, Minnesota
- University of Minnesota, Variety Club Research Hospital
- University of Minnesota, Amundson Hall
- University of Minnesota, Akerman Hall-Mechanical Engineering Building
- University of Minnesota, Elliott Hall
- University of Minnesota, Veterinary Diagnostics Bldg
- University of Minnesota, Hasselmo Hall
- University of Minnesota, Jackson Hall
- University of Minnesota, Health Services/Mayo Building
- University of Minnesota, Malcolm Moos Tower
- University of Minnesota, VoTech Building LT Media
- University of Minnesota, Aquatics Center AHU Replacement
- University of Minnesota, Animal Sciences Lab
- University of Minnesota, Oak Street Parking Ramp/Bike Center
- University of Minnesota, Smith Hall-Lab relocation
- University of Minnesota, Elevator upgrades at 7 buildings
- University of Minnesota, Borlaug Hall
- University of Minnesota, Coffman Union
- University of Minnesota, Wilson Library-VAV box replacement
- University of Minnesota, Steam Tunnel piping replacement
- University of Minnesota, St. Paul Gymnasium AHU Replacement

### **Education**

B.S., Environmental Systems Design, Dunwoody College of Technology, Minnesota, 1986

### **Registrations/Licenses**

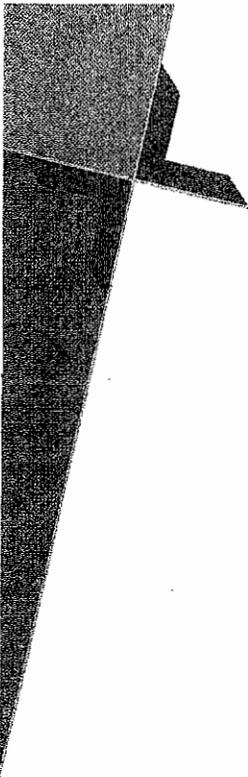
OSHA 10 Hour Construction Safety Certified  
LEED Green Associate - United States Green Building Council

### **Certifications**

OSHA 10 Hour Construction Safety Certified  
LEED Green Associate - United States Green Building Council

### **Years of Experience**

26



# RÉSUMÉ

## **Zac Horne**

### **Senior Electrical Estimator**

Zac's background includes experience as an estimator and a project manager for various electrical contractors. From his 16 years of industry experience, Zac has extensive knowledge of electrical systems and installation and managing project budgets in a detailed and thorough manner.

#### **Representative Experience**

- School of the Art Institute of Chicago, Laser Lab, Chicago, Illinois
- University of Minnesota, Eddy Hall, Minneapolis, Minnesota
- University of Minnesota, Science & Biomedical Engineering, Minneapolis
- Western Illinois University, Student Union, Macomb, Illinois
- Western Illinois University, Classroom and Offices, Moline, Illinois
- Mounds Park Academy, Maplewood, Minnesota
- College of St. Catherine, St. Paul, Minnesota
- Bethel University, Benson Great Hall, Roseville, Minnesota
- Naval Reserve Market Style Apartment, Minneapolis, Minnesota
- Naval Reserve Administration Building, Newton, North Carolina
- Dover Air Freight Terminal, Dover, Delaware
- Fort Bragg, Fort Bragg, North Carolina
- MN Department of Human Services, St. Paul, Minnesota
- MSP International Airport, St. Paul, Minnesota

#### **Education**

Dunwoody College of Technology,  
A.A.S, Electrical Construction &  
Design, Minneapolis, MN

#### **Years of Experience**

16

**APPENDIX D**  
**SUBCONTRACTORS/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)

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

II.  **Direct Participation of MBE/WBE Firms**       **Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: Nia Architects

Address: 1130 South Wabash Avenue, Chicago, Illinois 60605

E-mail: aakindele@niaarch.com

Contact Person: Anthony Akindele Phone: 312.431.9515

Dollar Amount Participation: \$ \$83,000

Percent Amount of Participation: 15.1 %

\*Letter of Intent attached?      Yes       No

\*Letter of Certification attached?      Yes       No

MBE/WBE Firm: David Mason & Associates, LTD.

Address: 464 North Milwaukee, Chicago, Illinois 60654

E-mail: tkracun@davidmason.com

Contact Person: Tom Kracun Phone: 312.884.5100

Dollar Amount Participation: \$ \$15,000

Percent Amount of Participation: 2.7% %

\*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.**

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

MBE/WBE Firm: CCJM Engineers

Address: Two North Riverside Plaza, Chicago, Illinois 60624

E-mail: aahuja@ccjm.com

Contact Person: Anil Ahuja, PE Phone: 312.669.0609

Dollar Amount Participation: \$ 119,440

Percent Amount of Participation: 21.7% %

\*Letter of Intent attached? Yes x No \_\_\_\_\_

\*Letter of Certification attached? Yes x No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes x No \_\_\_\_\_

\*Letter of Certification attached? Yes x No \_\_\_\_\_

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Nia Architects Inc. Certifying Agency: City of Chicago  
Address: 1130 S. Wabash Ave. Certification Expiration Date: 02/14/2014  
City/State: Chicago, IL Zip: 60605 FEIN #: 36-4103165  
Phone: 312-431-9515 Fax: 312-431-9518 Contact Person: Anthony Akindole  
Email: aakindle@niarob.com Contract #: 13-23-12582

Participation:  Direct |  Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No |  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

Architectural Services  
\_\_\_\_\_  
\_\_\_\_\_

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

35% of \$83,000.00  
\_\_\_\_\_

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

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

[Signature]  
Signature (MWBE)  
Anthony Akindole  
Print Name  
Nia Architects, Inc.  
Firm Name  
August 22, 2013  
Date

[Signature]  
Signature (Prime Bidder/Proposer)  
Jeff Chase, AIA  
Print Name  
Holabird & Root  
Firm Name  
Aug 22, 2013  
Date

Subscribed and sworn before me  
this 22 day of August, 2013  
Notary Public: Leticia Soto  
SEAL

Subscribed and sworn before me  
this 22 day of August, 2013  
Notary Public: Leticia Soto  
SEAL



EDS-2





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

FEB 18 2013

Anthony Akindele  
Nia Architects, Inc.  
1130 South Wabash Ave Suite 200  
Chicago, Illinois 60605

**Annual Certificate Expires: February 1, 2014**

Dear Mr. Akindele:

We are pleased to inform you that Nia Architects, Inc. has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until February 1, 2018; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by February 1, 2014**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by December 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a Minority Business Enterprise (MBE) if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

FEB 18 2013

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

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

**NAICS Code - 541310 - Architectural Services**  
**NAICS Code - 541410 - Interior Design Services**

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

Thank you for your continued interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/vlw

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: David Mason & Associates of Illinois Ltd.  
Address: 464 N. Milwaukee Ave  
City/State: Chicago, IL Zip 60654  
Phone: 312-884-5100 Fax: 312-884-5101  
Email: tkracun@davidmason.com

Certifying Agency: Chicago Minority Supplier Development Council  
Certification Expiration Date: 08/31/14  
FEIN #: 04-3694205  
Contact Person: Hans Bonner  
Contract #: ~~XXXXXX~~ 13-23-12582

Participation:  Direct  Indirect

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

No  Yes -- Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

Civil and structural engineering

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:  
\$15,000

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

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

*Thomas Kracun*  
Signature (M/WBE)  
Thomas Kracun, PE  
Print Name  
David Mason & Associates of Illinois Ltd.  
Firm Name  
David Mason & Associates of Illinois Ltd.  
Date 8/22/13

*Jeff Case*  
Signature (Prime Bidder/Proposer)  
JEFF CASE  
Print Name  
HOLABIRD & ROOT  
Firm Name  
8/22/13  
Date

Subscribed and sworn before me

this 22 day of August, 20 13  
Notary Public Leticia Soto

SEAL



Subscribed and sworn before me

this 22 day of August, 20 13  
Notary Public Leticia Soto

SEAL





CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

August 26, 2011

David Mason  
David Mason & Associates of Illinois, Ltd. DBA David Mason & Associates of Illinois, Ltd.  
464 North Milwaukee Avenue  
Chicago, IL 60654-5523

**Annual Certificate Expires: August 1, 2013**

Dear David Mason:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **August 1, 2013**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **August 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**NIGP-90607: ARCHITECT SERVICES, PROFESSIONAL**  
**NIGP-90740: ENGINEERING SERVICES, NON-LICENSED (NOT OTHERWISE CLASSIFIED)**  
**NIGP-91842: ENGINEERING CONSULTING**

**NIGP-92586: SURVEYOR SERVICES, LAND  
NIGP-96436: ENGINEERS**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



Karen Patterson  
Deputy Director of Supplier Diversity

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: CCJM Engineers, Ltd.

Certifying Agency: City of Chicago

Address: Two North Riverside Plaza

Certification Expiration Date: June 1, 2018

City/State: Chicago, IL Zip: 60624

FEIN #: 36-2960421

Phone: (312) 669-0609 Fax: (312) 669-0525

Contact Person: Anil Ahuja, PE

Email: AAhuja@ccjm.com

Contract #: 13-23-12582

Participation:  Direct  Indirect

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

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

Professional Mechanical, Electrical, Plumbing, Fire Protection and Telecommunications Engineering Services.

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

Lump Sum fee of \$119,440 or 21.7% of total fee.

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

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

Signature (M/WBE)

Anil Ahuja, PE / President

Print Name

CCJM Engineers, Ltd.

Firm Name

August 22, 2013

Date

Signature (Prime Bidder/Proposer)

Jeff Case, AIA

Print Name

Holabird & Root

Firm Name

Aug 23, 2013

Date

Subscribed and sworn before me

this 22<sup>nd</sup> day of August, 2013

Notary Public Shonda Garrett

SEAL

Subscribed and sworn before me

this 23 day of August, 2013

Notary Public Leticia Soto

SEAL





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

May 31, 2013

Kumar Malhotra  
B+A Engineers, Ltd., d/b/a CCJM Engineers, Ltd.  
Two North Riverside Plaza  
Suite 1050  
Chicago, Illinois 60606

Dear Kumar Malhotra:

We are pleased to inform you that **B+A Engineers, Ltd., d/b/a CCJM Engineers, Ltd.** has been re-certified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **06/01/2018**; however your firms' certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit** 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an annual No-Change Affidavit. Your firms' **annual No-Change Affidavits** are due by **06/01/2014, 06/01/2015, 06/01/2016, and 06/01/2017**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firms' five year certification will expire on **06/01/2018**. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by **04/01/2018**.

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

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

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

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

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the City by falsely representing the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000.00, or both.

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

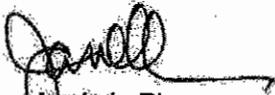
**NAICS Code(s):**

**541330 – Engineering Services**  
**541310 – Architectural Design Services**

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

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



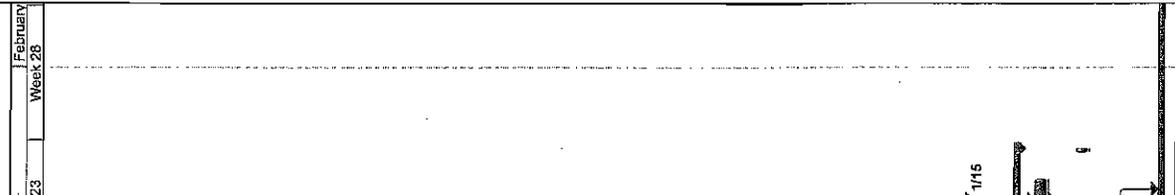
Jamie L. Rhee  
Chief Procurement Officer

JR/mj

**APPENDIX E**  
**PROJECT SCHEDULE**

Cook County Department of Corrections  
 Women's Justice Program  
 South Campus Buildings 3&4  
 Design Schedule  
 June 24, 2013

ID	Task Name	Duration	Start	Finish	Predecessors
1	Notice of Award/Notice to Proceed	0 days	Wed 7/3/13	Wed 7/3/13	
2	Assessment/Schematic Design	20 days	Thu 8/1/13	Thu 8/29/13	
3	Assessment	15 days	Thu 8/1/13	Wed 8/21/13	
4	Kick-off Meeting/Programming Meeting	0 days	Thu 8/1/13	Thu 8/1/13	
5	Site Visits	4 days	Thu 8/1/13	Tue 8/6/13	
6	Review reports/documents provided by the County	5 days	Thu 8/1/13	Wed 8/7/13	
7	Testing/surveys	10 days	Thu 8/1/13	Wed 8/7/13	
8	Building Code/ADA Compliance Analysis	3 days	Thu 8/1/13	Mon 8/5/13	
9	Generate Draft Assessment/Statement of Scope	10 days	Thu 8/1/13	Wed 8/14/13	
10	Finalize Assessment	5 days	Thu 8/15/13	Wed 8/21/13	
11	Program Analysis	7 days	Thu 8/1/13	Fri 8/9/13	
12	Schematic Design Documents - 50%	15 days	Thu 8/8/13	Wed 8/28/13	
13	Program Analysis	5 days	Thu 8/1/13	Wed 8/7/13	
14	Meeting Schedule Assessment/Schematic Design	15 days	Thu 8/8/13	Thu 8/29/13	
15	Meeting	0 days	Thu 8/8/13	Thu 8/8/13	
16	Meeting	0 days	Thu 8/15/13	Thu 8/15/13	
17	Meeting	0 days	Thu 8/22/13	Thu 8/22/13	
18	Meeting	0 days	Thu 8/29/13	Thu 8/29/13	
19	Cost Estimate	5 days	Thu 8/22/13	Wed 8/28/13	
20	County Review & Approval	5 days	Thu 8/29/13	Wed 9/4/13	
21					19
22	Design Development Documents - 75%	20 days	Thu 9/5/13	Thu 10/3/13	
23	Document Development	15 days	Thu 9/5/13	Wed 9/25/13	
24	Confirm Scope	1 day	Thu 9/5/13	Thu 9/5/13	
25	Meeting	0 days	Thu 9/19/13	Thu 9/19/13	
26	Meeting	0 days	Thu 9/26/13	Thu 9/26/13	
27	Meeting	0 days	Thu 10/3/13	Thu 10/3/13	
28	Cost Estimate	5 days	Thu 9/26/13	Wed 10/2/13	
29	County Review & Approval	5 days	Thu 9/26/13	Wed 10/2/13	
30					23
31	Permit/Bidding Documents - 95%	20 days	Thu 10/3/13	Thu 10/31/13	
32	Document Development	15 days	Thu 10/3/13	Wed 10/23/13	
33	Confirm Scope	1 day	Thu 10/3/13	Thu 10/3/13	
34	Meeting	0 days	Thu 10/17/13	Thu 10/17/13	
35	Meeting	0 days	Thu 10/24/13	Thu 10/24/13	
36	Meeting	0 days	Thu 10/31/13	Thu 10/31/13	
37	Cost Estimate	5 days	Thu 10/24/13	Wed 10/30/13	
38	County Review & Approval	5 days	Thu 10/24/13	Wed 10/30/13	
39					32
40	Bidding/Negotiation	45 days	Thu 10/3/13	Wed 12/4/13	
41	Advertise for Bids	15 days	Thu 10/3/13	Wed 10/23/13	
42	Pre-Bid, Bid Period, Contract Award	30 days	Thu 10/24/13	Wed 12/4/13	
43					41
44	Permit Issued	60 days	Thu 10/24/13	Wed 1/15/14	
45	Permit Review	60 days	Thu 10/24/13	Wed 1/15/14	
46	Construction Documents Issued	0 days	Wed 1/15/14	Wed 1/15/14	
47					45
48	Construction Documents - 100%	11 days	Thu 1/16/14	Thu 1/30/14	
49	Document Development	5 days	Thu 1/16/14	Wed 1/22/14	
50	Confirm Scope	1 day	Thu 1/16/14	Thu 1/16/14	
51	Meeting	1 day	Thu 1/30/14	Thu 1/30/14	
52					45
53	Pre-Construction	31 days	Thu 1/16/14	Thu 1/16/14	
54					42
55	Construction	86 days	Fri 1/17/14	Fri 5/16/14	



**APPENDIX F**  
**FEE PROPOSAL**

**EXHIBIT F**  
**COST PROPOSAL**

07--22--13

A. Labor Costs

1. Direct Labor

	<u>Staff Classification</u>	<u>Hours (a)</u>	<u>Hourly Rate (b)</u>	<u>Totals (a)*(b)</u>
i)	Principal	24	100.00	\$2,400.00
ii)	Project Manager	141	46.54	\$6,562.14
iii)	Project Architect	480	42.88	\$20,582.40
iv)	Intern Architect	790	22.60	\$17,854.00
	Subtotal			<u>\$47,398.54</u>

2. Labor Multiplier X Direct Labor

Subtotal Labor Cost \$71,097.81  
\$118,496.35

A.1 Reimbursable Costs

\$4,500.00

Total A

\$122,996.35

B. Fixed Fee/Negotiated Fee or Percentage of Item A Above

\$11,849.64

C. Reimbursable Expenses

1) Printing/Plotting	<u>\$2,500.00</u>
2) Survey	<u>\$2,500.00</u>
Subtotal (Not-To-Exceed)	<u>\$5,000.00</u>

D. Additional Services

1) Elec Upgrade	<u>\$30,000.00</u>
2) FF&E	<u>\$50,000.00</u>
3) Environmental Assessment, Design, and Oversight	<u>\$72,900.00</u>
Subtotal	<u>\$152,900.00</u>

E. Subcontractors Cost (Without any Markup)

1) MBE's		
a) Nia Architects		\$83,000.00
b) CCJM	MEP/FP/Technology	\$119,440.00
	MEP Assessments/Backgrounds/Technology	
d) David Mason	Civil/Structural	\$15,000.00
2) WBE's (none)		
3) Others -		
a) Faithful/Gould - Cost Estimating		\$17,000.00
b) ESD	Security	\$22,000.00
	Subtotal	<u>\$256,440.00</u>

TOTAL PROJECT COST (A+B+C+D+E) \$549,185.99

**NOTES:**

1. Proposer will be compensated for its services on direct labor multiplier plus limited reimbursables and Fixed Fee basis.
2. The Fixed Fee will be negotiated together with terms and conditions of each project.

**APPENDIX G**  
**INSURANCE CERTIFICATES**

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). If Waiver of Subrogation is applicable, it only applies to the extent allowed by law.

<b>PRODUCER</b> L. Price Team Mesirow Insurance Services 353 N. Clark Street Chicago, IL 60654	<b>CONTACT NAME:</b> Dawn Heibel <b>PHONE (A/C, No, Ext):</b> 312 595-6794 <b>FAX (A/C, No):</b> 312 595-4339 <b>E-MAIL ADDRESS:</b> dheibel@mesirowfinancial.com														
<b>INSURED</b> Holabird & Root L.L.C. 140 S. Dearborn Chicago, IL 60603	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Charter Oak Fire Insurance Comp</td> <td>25615</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co.</td> <td>25674</td> </tr> <tr> <td>INSURER C: Travelers Casualty Ins. Co. of</td> <td>19046</td> </tr> <tr> <td>INSURER D: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E: Travelers Indemnity Co. of CT</td> <td>25682</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Insurance Comp	25615	INSURER B: Travelers Property Casualty Co.	25674	INSURER C: Travelers Casualty Ins. Co. of	19046	INSURER D: Continental Casualty Company	20443	INSURER E: Travelers Indemnity Co. of CT	25682	INSURER F:	
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INSURER D: Continental Casualty Company	20443														
INSURER E: Travelers Indemnity Co. of CT	25682														
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	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			P6605217P826COF13	01/22/2013	01/22/2014	EACH OCCURRENCE <b>\$1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$300,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) <b>\$10,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY <b>\$1,000,000</b>
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE <b>\$2,000,000</b>
							PRODUCTS - COMPROP AGG <b>\$2,000,000</b>
							\$
E	AUTOMOBILE LIABILITY			P8105717B17ATCT13	01/22/2013	01/22/2014	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	PSMCUP5217P826TIL1	01/22/2013	01/22/2014	EACH OCCURRENCE <b>\$4,000,000</b>
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE <b>\$4,000,000</b>
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$0					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			PSUB5217P82613	01/22/2013	01/22/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT <b>\$1,000,000</b>
							E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b>
							E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
D	Professional Liability			AEH288374351	04/20/2013	04/20/2014	<b>\$2,000,000 Each Claim</b>
							<b>\$2,000,000 Aggregate</b>
							<b>\$100,000 Ded. Per Claim</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Re: Women's Justice Services at DOC South Campus Buildings 3 & 4 - Contract No. 13-23-12582.**

Cook County, its officials, employees and agents are Additional Insureds under the General Liability policy if required by written contract with a Named Insured. A Waiver of Subrogation applies to the certificate holder under the General Liability and Workers Compensation policies.

<b>CERTIFICATE HOLDER</b> Cook County 69 W. Washington, Suite 500 Chicago, IL 60602	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**APPENDIX H**

**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENTS**

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

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

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

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

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

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

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

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

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

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

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

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

**"Lobbyist"** means any person or entity who lobbies.

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

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

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

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

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

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

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

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

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

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

**II.  Direct Participation of MBE/WBE Firms  Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: Nia Architects

Address: 1130 South Wabash Avenue, Chicago, Illinois 60605

E-mail: aakindele@niaarch.com

Contact Person: Anthony Akindele Phone: 312.431.9515

Dollar Amount Participation: \$ \$83,000

Percent Amount of Participation: 15.1 %

\*Letter of Intent attached? Yes x No \_\_\_\_\_

\*Letter of Certification attached? Yes x No \_\_\_\_\_

MBE/WBE Firm: David Mason & Associates, LTD.

Address: 464 North Milwaukee, Chicago, Illinois 60654

E-mail: tkracun@davidmasonc.com

Contact Person: Tom Kracun Phone: 312.884.5100

Dollar Amount Participation: \$ \$15,000

Percent Amount of Participation: 2.7% %

\*Letter of Intent attached? Yes x No \_\_\_\_\_

\*Letter of Certification attached? Yes x No \_\_\_\_\_

Attach additional sheets as needed.

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

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

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

**II.  Direct Participation of MBE/WBE Firms  Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: CCJM Engineers

Address: Two North Riverside Plaza, Chicago, Illinois 60624

E-mail: aahuja@ccjm.com

Contact Person: Anil Ahuja, PE Phone: 312.669.0609

Dollar Amount Participation: \$ 119,440

Percent Amount of Participation: 21.7% %

\*Letter of Intent attached? Yes x No \_\_\_\_\_

\*Letter of Certification attached? Yes x No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of intent attached? Yes x No \_\_\_\_\_

\*Letter of Certification attached? Yes x No \_\_\_\_\_

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Nia Architects Inc. Certifying Agency: City of Chicago  
Address: 1130 S. Wabash Ave. Certification Expiration Date: 02/14/2014  
City/State: Chicago, IL Zip: 60605 FEIN #: 36-4103165  
Phone: 312-431-9515 Fax: 312-431-9518 Contact Person: Anthony Akindele  
Email: nakindelc@niainarch.com Contract #: 13-23-12582

Participation:  Direct |  Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No |  Yes - Please attach explanation Proposed Subcontractor: \_\_\_\_\_

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

Architectural Services  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:  
35% - 0 \$83,000.00

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

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

[Signature]  
Signature (MWBE)  
Anthony Akindele  
Print Name  
Nia Architects, Inc.  
Firm Name  
August 23, 2013  
Date

[Signature]  
Signature (Prime Bidder/Proposer)  
Jeff Chase AIA  
Print Name  
Holabird & Root  
Firm Name  
Aug 23, 2013  
Date

Subscribed and sworn before me  
this 22 day of August, 20 13  
Notary Public: Leticia Soto  
SEAL

Subscribed and sworn before me  
this 22 day of August, 20 13  
Notary Public: Leticia Soto  
SEAL



EDS-2





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

FEB 18 2013

Anthony Akindede  
Nia Architects, Inc.  
1130 South Wabash Ave Suite 200  
Chicago, Illinois 60605

**Annual Certificate Expires: February 1, 2014**

Dear Mr. Akindede:

We are pleased to inform you that Nia Architects, Inc. has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until February 1, 2018; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by February 1, 2014**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by December 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a Minority Business Enterprise (MBE) if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

FEB 18 2013

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

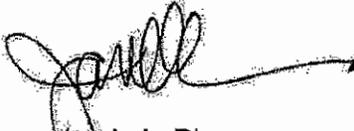
Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code – 541310 – Architectural Services**  
**NAICS Code – 541410 – Interior Design Services**

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

Thank you for your continued interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/vlw

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: David Mason & Associates of Illinois Ltd.  
Address: 464 N. Milwaukee Ave  
City/State: Chicago, IL Zip 60654  
Phone: 312-884-5100 Fax: 312-884-5101  
Email: tkracun@davidmason.com

Certifying Agency: Chicago Minority Supplier Development Council  
Certification Expiration Date: 08/31/14  
FEIN #: 04-3694205  
Contact Person: Hans Bonner  
Contract #: ~~XXXX~~ 13-23-12582

Participation:  Direct  Indirect

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

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

Civil and structural engineering  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:  
\$15,000

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

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

*Thomas Kracun*  
Signature (M/WBE)  
Thomas Kracun, PE  
Print Name  
David Mason & Associates of Illinois Ltd.  
Firm Name  
David Mason & Associates of Illinois Ltd.  
Date 8/22/13

*Jeff Case*  
Signature (Prime Bidder/Proposer)  
JEFF CASE  
Print Name  
HOLABIRD & ROOT  
Firm Name  
8/22/13  
Date

Subscribed and sworn before me  
this 22 day of August, 20 13.  
Notary Public Leticia Soto

Subscribed and sworn before me  
this 22 day of August, 20 13.  
Notary Public Leticia Soto

SEAL

SEAL





CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

August 26, 2011

David Mason  
David Mason & Associates of Illinois, Ltd. DBA David Mason & Associates of Illinois, Ltd.  
464 North Milwaukee Avenue  
Chicago, IL 60654-5523

**Annual Certificate Expires: August 1, 2013**

Dear David Mason:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **August 1, 2013**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **August 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**NIGP-90607: ARCHITECT SERVICES, PROFESSIONAL**  
**NIGP-90740: ENGINEERING SERVICES, NON-LICENSED (NOT OTHERWISE CLASSIFIED)**  
**NIGP-91842: ENGINEERING CONSULTING**

**NIGP-92586: SURVEYOR SERVICES, LAND  
NIGP-96436: ENGINEERS**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Patterson', with a long horizontal flourish extending to the right.

Karen Patterson  
Deputy Director of Supplier Diversity

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: CCJM Engineers, Ltd.

Certifying Agency: City of Chicago

Address: Two North Riverside Plaza

Certification Expiration Date: June 1, 2018

City/State: Chicago, IL Zip: 60624

FEIN #: 36-2960421

Phone: (312) 669-0609 Fax: (312) 669-0525

Contact Person: Anil Ahuja, PE

Email: AAhuja@ccjm.com

Contract #: 13-23-12582

Participation:  Direct  Indirect

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

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

Professional Mechanical, Electrical, Plumbing, Fire Protection and Telecommunications Engineering Services.

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

Lump Sum fee of \$119,440 or 21.7% of total fee.

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

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

Anil Ahuja  
Signature (M/WBE)

Jeff Case  
Signature (Prime Bidder/Proposer)

Anil Ahuja, PE / President  
Print Name

Jeff Case, AIA  
Print Name

CCJM Engineers, Ltd.  
Firm Name

Holabird & Root  
Firm Name

August 22, 2013  
Date

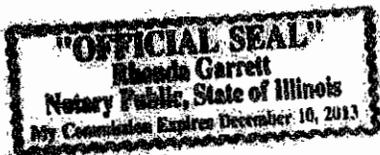
Aug 23, 2013  
Date

Subscribed and sworn before me  
this 23<sup>rd</sup> day of August, 20 13  
Notary Public: Rhonda Garrett

Subscribed and sworn before me  
this 23 day of August, 20 13  
Notary Public: Leticia Soto

SEAL

SEAL





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

May 31, 2013

Kumar Malhotra  
B+A Engineers, Ltd., d/b/a CCJM Engineers, Ltd.  
Two North Riverside Plaza  
Suite 1050  
Chicago, Illinois 60606

Dear Kumar Malhotra:

We are pleased to inform you that B+A Engineers, Ltd., d/b/a CCJM Engineers, Ltd. has been re-certified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **06/01/2018**; however your firms' certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit** 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an annual No-Change Affidavit. Your firms' **annual No-Change Affidavits** are due by **06/01/2014, 06/01/2015, 06/01/2016, and 06/01/2017**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firms' five year certification will expire on **06/01/2018**. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by **04/01/2018**.

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

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

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

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

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the City by falsely representing the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000.00, or both.

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

**NAICS Code(s):**

**541330 – Engineering Services**

**541310 – Architectural Design Services**

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

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JR/mj

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

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

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

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

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

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

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

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

**D. OTHER RELEVANT INFORMATION**

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

## CERTIFICATIONS (SECTION 4)

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

### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

### B. BID-RIGGING OR BID ROTATING

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

### C. DRUG-FREE WORKPLACE ACT

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

**D. DELINQUENCY IN PAYMENT OF TAXES**

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

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name

Address

---

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**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:

140 South Dearborn Street, Chicago, IL 60603  
\_\_\_\_\_  
\_\_\_\_\_

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): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

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

N/A

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

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name: Holabird & Root, LLC D/B/A: Holabird & Root EIN NO: 36-2078091

Street Address: 140 South Dearborn

City: Chicago

State: IL

Zip Code: 60603

Phone No: 312/357-1771

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) Limited Liability Company

**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
James Baird	140 S. Dearborn Chicago, IL 60603	25%
Greg Cook	140 S. Dearborn Chicago, IL 60603	25%
Jim Miller	140 S. Dearborn Chicago, IL 60603	25%
Jeff Case	140 S. Dearborn Chicago, IL 60603	25%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

**Declaration (check the applicable box):**

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

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

Holabird & Root/Jeff Case  
 Name of Authorized Applicant/Holder Representative (please print or type)  
 Signature *J Case*  
 jcase@holabird.com  
 E-mail address

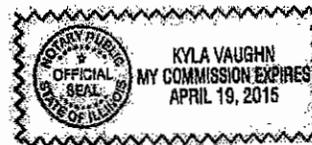
Principal  
 Title  
 6/19/2013  
 Date  
 312/357-1771  
 Phone Number

Subscribed to and sworn before me  
 this 19th day of June 2013

My commission expires: 4/19/2015

*Kyla Vaughn*  
 Notary Public Signature

*Kyla Vaughn*  
 Notary Seal





**COOK COUNTY BOARD OF ETHICS**

69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 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](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  | ▪ Grandparent     | ▪ Stepfather   |
| ▪ Child   | ▪ Grandchild      | ▪ Stepmother   |
| ▪ Brother | ▪ Father-in-law   | ▪ Stepson      |
| ▪ Sister  | ▪ Mother-in-law   | ▪ Stepdaughter |
| ▪ Aunt    | ▪ Son-in-law      | ▪ Stepbrother  |
| ▪ Uncle   | ▪ Daughter-in-law | ▪ Stepsister   |
| ▪ Niece   | ▪ Brother-in-law  | ▪ Half-brother |
| ▪ Nephew  | ▪ Sister-in-law   | ▪ Half-sister  |

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

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

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

Name of Owner/Employee: Jeff Case Title: Principal

Business Entity Name: Holabird & Root Phone: 312/357-1771

Business Entity Address: 140 South Dearborn, Chicago, IL 60603

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

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

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

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

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

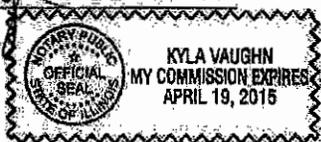
[Signature] \_\_\_\_\_ Date 6/24/13  
Owner/Employee's Signature

Subscribe and sworn before me this 24th Day of June, 2013

a Notary Public in and for Cook County

[Signature]  
(Signature)

NOTARY PUBLIC  
SEAL



MY COMMISSION EXPIRES 4/19/2015

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 SOLE PROPRIETOR**  
**(SECTION 6)**

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 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: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

**SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)**  
**(SECTION 7)**

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: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:**

\*BY: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

\* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

**SIGNATURE BY A LIMITED LIABILITY CORPORATION  
(SECTION 8)**

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

BUSINESS ADDRESS: 140 S. Dearborn St., Chicago, IL 60603

BUSINESS TELEPHONE: 312-357-1771 FAX NUMBER: 312-357-1909

CONTACT PERSON: JEFF CASE

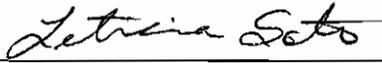
FEIN: 36-2078091 \* CORPORATE FILE NUMBER: \_\_\_\_\_

MANAGING MEMBER: JEFF CASE MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: 

ATTEST: \_\_\_\_\_

Subscribed and sworn to before me this  
27<sup>th</sup> day of August, 2013

X   
Notary Public Signature



\_\_\_\_\_  
Notary Seal

- \* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- \*\* Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

LLC RESOLUTION

The Principals of Holabird & Root LLC, a Limited Liability Company, resolve that Holabird & Root LLC shall be authorized and empowered to enter into a contract with Cook County. By this resolution, Jeff Case, representing Holabird & Root LLC is hereby authorized to execute the contract referred to herein on behalf of Holabird & Root LLC, a limited liability company.



\_\_\_\_\_  
Gregory Cook, Principal



\_\_\_\_\_  
James W. Baird, Principal



\_\_\_\_\_  
Jim Miller, Principal

**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: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

FEIN: \_\_\_\_\_ \*IL CORPORATE FILE NUMBER: \_\_\_\_\_

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: \_\_\_\_\_ VICE PRESIDENT: \_\_\_\_\_

SECRETARY: \_\_\_\_\_ TREASURER: \_\_\_\_\_

**\*\*SIGNATURE OF PRESIDENT:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

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

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

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:

*John E. M.*

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 23 DAY OF September, 2013.

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

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

1323-12582

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 549,185.99  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

SEP 11 2013

COM \_\_\_\_\_

APPROVED AS TO FORM:

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