

CONTRACT FOR PROFESSIONAL SERVICES  
COOK COUNTY DOCUMENT NO. 1388-12751



COUNTYWIDE WINDOW REPLACEMENT INSPECTION AND REPLACEMENT SERVICES

Between

OFFICE OF CAPITAL PLANNING & POLICY

AND

INSPEC, INC.

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

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

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**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF COOK, ILLINOIS  
AND INPSEC, INC.**

THIS AGREEMENT ("Agreement") is made between the COUNTY OF COOK, ILLINOIS, a body politic and corporate of the State of Illinois (the "COUNTY," "County" or "Owner") and INSPEC, INC. (herein referred to as the "Consultant") on October, 2, 2013. This Agreement provides for professional services for the following project: COUNTYWIDE WINDOW REPLACEMENT INSPECTION AND REPLACEMENT SERVICES as is defined and described in Exhibit A.

The County and the Consultant agree as set forth below.

**ARTICLE 1**

**DEFINITIONS; TERM; CONSULTANT'S GENERAL DUTIES AND OBLIGATIONS**

**1.1 DEFINITIONS**

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

- 1.1.1 "**Agreement**" means this Professional Services Agreement between the County and the Consultant for architectural/engineering services as herein stated in connection with the Project, together with the following Appendix and attachments incorporated herein by this reference: Appendix A, Scope of Services; Appendix B Key Personnel; Appendix C, MBE/WBE Compliance Plan; Appendix D, Project Schedule; Appendix E, Fee Proposal; Appendix F, Insurance Certificates; Appendix G, Economic Disclosure Statement, including Certifications and Execution Forms.
- 1.1.2 "**Consultant**" means the licensed legal or other qualified entity retained by the County for the purposes of completing the Project and providing any other duties normally provided by an and as defined in their agreement with the County.
- 1.1.3 "**Budget**" means the cost of the Project as approved by the County.
- 1.1.4 "**Change Order**" or "**CO**" means a document authorizing an increase/decrease in contract price or an adjustment of contract time period. Change Orders include only previously approved Proposal Requests and/or Change Directives A single Change Order may include multiple PR's and/or Change Directives
- 1.1.5 "**Chief Procurement Officer**" or "**CPO**" means the Chief Procurement Officer of Cook County.
- 1.1.6 "**COUNTY,**" "**County**" or "**Owner**" means the County of Cook, a body politic and corporate of the State of Illinois.
- 1.1.7 "**Day(s)**" will mean calendar day(s) unless otherwise specified herein. .
- 1.1.8 "**Milestone**" or "**Milestones**" means an activity or task which is crucial to the timely completion of the Project, and which, if delayed, will delay performance of other activities of the Project.
- 1.1.9 "**Program**" means the analysis of the County's needs and requirements for the Project which is articulated as delineated objectives, space requirements and relationships, site requirements, equipment, budget and other related requirements.
- 1.1.10 "**Project**" means Inspection and Stabilization services as more fully defined and described in Appendix A.
- 1.1.11 "**Project Director**" means a representative designated by the Director of Capital Planning and Policy.
- 1.1.12 "**Project Documents**" is defined in Section 1.5.9.
- 1.1.13 "**Schedule**" means a scheduling of all Project activities and Milestones to be prepared by the Consultant.
- 1.1.14 "**Services**" will mean the Basic Services, Additional Services and any other services to be provided by the

Consultant under this Agreement..

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

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

## 1.2 EFFECTIVE DATE; TERM

The Effective Date of this Agreement is the date that the Chief Procurement Officer approves the Agreement. Consultant will begin the Services on the day the Notice to Proceed is issued to the Consultant by the Office of Capital Planning and Policy and will continue for 11 months. The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to one ( 1) additional one-year period under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension.

## 1.3 GENERAL DESCRIPTION OF DUTIES

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

## 1.4 SCOPE OF SERVICES

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

## 1.5 CONSULTANT'S GENERAL AGREEMENTS

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

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

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

- 1.5.3** In the event of a conflict between any applicable Government and Other Standards, the Consultant will utilize its best judgment in accordance with the Standard of Care to apply the appropriate standard. The provisions of this Section 1.5.3 do not limit the Standard of Care but are intended to specifically identify a requirement considered to be included within and required by the Standard of Care. Prior to the commencement of construction, the Consultant will certify to the County and to such other parties as the County may reasonably request, that on the basis of the Consultant's best professional judgment the Project Documents conform, and the Project when built in accordance therewith will conform, to Government and Other Standards.
- 1.5.4 County Green Building Ordinance.** Without limiting the generality of the term "Government and Other Standards," such term will be deemed to include the Cook County Green Buildings Ordinance (Cook County Code, Chapter 2, Section 2-6). The Consultant will be familiar with such ordinance and with the U.S. Green Building Council's "LEED" Green Building Rating System, and will consult with the Project Director to determine to what extent LEED principles will be applied in the case of retrofit and renovation projects. Consultant will comply with the Green Buildings Ordinance and will incorporate LEED principles into the design of the Project to the extent required by such ordinance or determined by the Project Director.
- 1.5.5 Specific Requirements for Correction of Documents.**  
**INTENTIONALLY DELTED**
- 1.5.6 Cooperation with Other Consultants.** The Consultant covenants and agrees to cooperate, and to cause its sub-consultants to cooperate, with other consultants who may be retained by the County in conjunction with this Project.
- 1.5.7 Qualified Staff; Sufficient Personnel.** The Consultant will assign and maintain, at all times during the term of this Agreement, a staff of competent personnel who are fully qualified to perform the services required by this Agreement, and will provide a sufficient number of personnel as is necessary for the performance of services for the timely completion of the Project.
- 1.5.8 Key Personnel.** The Consultant has provided to the County a list of individuals whom it will use on the Project, a copy of which is attached as Appendix B ("**Key Personnel**"). The Consultant will set forth in **Appendix B and C** a description, in reasonable detail, of the assignment, current hourly rate, qualifications, disciplines, areas of expertise and, as applicable, State of Illinois license or registration numbers of each of the Key Personnel. Appendix B will also identify those Key Personnel who are employees or principals of sub-consultants identified pursuant to Section 1.5.9 below, setting forth the same information as required of its own employees and identifying the sub-consultant with which such individual is affiliated. The Consultant will not make any change or reassignment of Key Personnel and will not make any change to the hourly rates for such personnel, without prior notice to and prior acceptance by the County. In the case that any of the Key Personnel will not at any time be able to perform his or her assigned function as described in this Agreement, the Consultant will promptly give written notice thereof to the County and furnish an alternate individual in replacement of any such Key Personnel which alternate individual will be acceptable to the County and will thereafter be subject, as one of the Key Personnel, to the provisions of this Section 1.5.7. The County may, at any time, give written notice to the Consultant requesting the removal of any of the Key Personnel or any of the Consultant's other assigned personnel from the Project. Upon receipt of such notice, the Consultant will forthwith remove such Key Personnel or other assigned personnel and furnish to the County other acceptable personnel, which personnel will thereafter be subject to the provisions of this Section.
- 1.5.9 Subcontracts.** The Consultant proposes to enter into subcontracts with the sub-consultants it has

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

- 1.5.10 Project Documents, Ownership.** All documents, data, studies, drawings, specifications, CADD files, meeting minutes, schedules, notices, logs, supplemental information and reports, and any revisions or additions to any of the foregoing prepared or received pursuant to this Agreement by the Consultant, its subcontractors, agents and employees (the "**Project Documents**") will, upon the preparation thereof and at all times and in all events thereafter, be the property of the County; provided, however, that standard design details and specifications created prior to the date of this Agreement and not unique to the Project (the "**Excluded Project Documents**") will remain the property of the Consultant, subject to an irrevocable license which is hereby granted to the County for full use and enjoyment of the Excluded Project Documents for any purpose for one hundred years or as long as the Project is in existence. For the purposes hereof, this Agreement constitutes a Bill of Sale from the Consultant and all of its sub-consultants in favor of the County for the Project Documents (other than the Excluded Project Documents). The Consultant, for itself and for and on behalf of its subcontractors, agents and employees, does hereby sell, assign and transfer to the County absolutely free and clear of all liens, interests, claims and encumbrances, all such Project Documents as and when prepared or received, subject only to a license in favor of the Consultant, its subcontractors, agents and employees to use the same in the performance of their duties and obligations under this Agreement.
- 1.5.11 No Release by Acceptance of Work.** Neither the County's right to review the work of the Consultant, nor the County's acceptance or approval of the Consultant's work, will (i) be construed as a release or waiver of the Consultant; or (ii) excuse the Consultant from the performance of its duties and obligations under this Agreement; or (iii) serve as the basis of a claim, defense or counterclaim by the Consultant in any judicial, administrative or other proceeding arising out of or in connection with this Agreement.
- 1.5.12 Defense of Claims.** The Consultant will cooperate with the County and provide all such professional services of the Consultant as may be necessary or required by the County in defending any and all claims against the County which, as reasonably determined by the County, relate in any way to alleged errors or omissions of, or alleged failure to perform the services of this Agreement, by the Consultant. . If it is determined that any such claim arose out of negligent errors or omissions of the Consultant or any of its sub-consultants, such services will be without additional compensation to the Consultant, its employees, agents and subcontractors.
- 1.5.13 Time Limitations.** The Consultant acknowledges that it is familiar with the time limitations and requirements as they pertain to the Project. The Consultant agrees to perform all of its services and obligations under this Agreement in a timely manner.
- 1.5.14 Consultant's Work Restrictions.**  
**INTENTIONALLY DELETED**
- 1.5.15 Consultant's Promotional Materials.** The Consultant will not include representations of the design of the Project in the Consultant's promotional and professional materials without the express prior written consent of the County, which may be granted or withheld in the County's sole discretion. The

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

- 1.5.16 Conflict Of Interest.** The Consultant covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement no person having any such interest will be employed. The Consultant agrees to inform the County on a timely basis of all of the Consultant's interests, if any, which are or which the Consultant reasonably believes may be incompatible with any interest of the County. The Consultant will not use for personal gain or make other improper use of privileged information which is acquired in connection with its services under this Agreement. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development, medical, personnel or security records of individuals, anticipated material requirements or pricing actions, and knowledge of selection of contractors and subcontractors in advance of official announcement. The Consultant agrees to familiarize itself with County rules and regulations and inform its employees of all County policies respecting contraband and other matters.
- 1.5.17 Confidentiality.** The Consultant acknowledges and agrees that information regarding this Agreement is confidential and will not be disclosed, directly, indirectly or by implication, or be used by the Consultant in any way, whether during the term of this Agreement or at any time thereafter, except solely as required in the course of the Consultant's performance of services hereunder, or under compulsion of law. In the event the Consultant has been served with a subpoena or request for documents filed in any action in any court or administrative agency in connection with the execution, negotiation or implementation of this Agreement, the Consultant will give prompt and timely notice to the County so that the County will have an opportunity to contest such subpoena or request for documents unless such notice can not be provided because of a court order issued by a court of competent jurisdiction. The Consultant will comply with the applicable privacy laws and regulations affecting the County and will not disclose any of the County's records, materials, or other data to any third party, other than its attorneys or other individuals within the Consultant's related business entities who have a need to know and who agree in advance not to make further disclosure. The Consultant will not have the right to distribute statistical analyses and reports utilizing data derived from information or data obtained from the County without the prior written approval of County, other than to its attorneys or other individuals within the Consultant's related business entities who have a need to know and who agree in advance not to make further disclosure. In the event such approval is given, any such reports published and distributed by the Consultant will be furnished to the County without charge.
- 1.5.18 Compliance with Laws.** The Consultant will observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of this Agreement. Assurance of compliance with this requirement by the Consultant's employees, agents and subcontractors will be the responsibility of the Consultant.
- 1.5.19 Lobbyist Ordinance.** The Consultant will take notice of the County Lobbyist Registration Ordinance and will comply with all the provisions therein. The Consultant will not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favors from individuals or organizations with whom the Consultant is doing business or proposing to do business, in accomplishing the services under this Agreement.
- 1.5.20 Accident Reports.** The Chief Procurement Officer will be given written notification within twenty-four (24) hours of receiving notice of any occurrence, on the site or otherwise, which pertains in any way to this Agreement and involves the Consultant's own personnel, or those of any of its sub-consultants whether said occurrence be in the nature of bodily injury to employees or third parties or property damage. The report will include the name of person(s) injured, name of his or her employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated such person(s) for injuries sustained, and such other information as may be relevant. The local police will be notified by the Consultant of any occurrence requiring an official police record. The accident report

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

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

## **ARTICLE 2 BASIC SERVICES**

### **2 BASIC SERVICES**

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

#### **2.1 GENERAL**

##### **2.1.1 Project Documents; Deliverables.**

###### **2.1.1.1 Submittals/Deliverables.**

Any and all document submissions/deliverables required to be produced by the consultant pursuant to this Agreement shall be delivered to the Project Director. the Consultant shall as part of its Basic Services and not as Reimbursable Expenses, submit six (6) copies of written report-type submissions/deliverables, one of which shall be in a reproducible format. As part of basic Services and not as Reimbursable Expenses, the Consultant shall submit six (6) copies of all drawing-type submissions/deliverables, one of which shall be in reproducible format. If more than the required six (6) copies, of submissions/deliverables described in this Section 2.1.1. are requested by the County, then only such additional copies shall be reimbursed as Reimbursable Expenses, if submitted in accordance with Section 6.3. Where approval or acceptance is required on the part of the County of such submission/deliverable, the Project Director shall, in accordance with 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.

###### **2.1.1.2 Maintenance.** INTENTIONALLY DELETED

###### **2.1.1.3 Project Documents; Correction.** INTENTIONALLY DELETED

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

- 2.1.3 Budget, General.** The County has developed a *Budget* which establishes the cost quality standards for the Project. The County reserves the right to modify the Budget from time to time.
- 2.1.4 Budget, Notifications and Recommendations.** Should the Consultant determine that the Project cannot be accomplished within the Budget approved by the County, the Consultant will promptly notify the County, in writing with sufficient detail and with explanation of the reasons therefore, together with recommendations representing the best judgment of the Consultant, so that the Project scope in relation to Budget can be reviewed and modified as necessary at the direction of the County.
- 2.1.5 Phasing.** The Consultant will advise the County concerning the advisability and feasibility of separating the Project into various phases of work and the advisability and feasibility of the County's assignment of any portion of Project to the County's own forces.
- 2.1.6 Preliminary Permit Approvals.** it is the responsibility of the Consultant to obtain written approvals from the appropriate governmental authorities, permits including but not limited to building departments and fire department or marshals, to the extent such written approvals are issued by such authorities, reflecting that the Project Documents satisfy local codes and ordinances, and have been approved for issuance of required permits. Written approvals required by this Section must be secured and transmitted to the County prior to commencement of Services.
- 2.1.7 Specific Schedule Requirements.** The Consultant will prepare the Schedule so that it includes adequate allowances for the County's review of the Consultant's work and for such governmental, regulatory and accrediting agency approvals as may be required in connection with the Project;
- 2.1.8 Adherence to Schedule.** Time limits established by the Schedule will not, except for reasonable cause or following written approval, which approval will not be unreasonably withheld, be exceeded by the Consultant or the County. The Consultant's services will be performed in accordance with the Schedule and as expeditiously as is consistent with the Standard of Care and the orderly progress the Services.
- 2.1.8.1 Notice of Failure to Adhere to Schedule.** Once the Schedule is approved by the County, it is the responsibility of the Consultant to promptly notify the County of any failure of strict adherence to the Schedule by any party or entity. The Consultant will promptly notify the County of any conditions, events or the occurrence of any other known matter which has or may cause a delay in the Schedule.
- 2.1.8.2 Notification of Milestones.** Seven (7) days prior to each Milestone within the Schedule the Consultant will notify the County of the Consultant's opinion, based upon information available at the time, whether such Milestone will be met and if Consultant believes such Milestone cannot or will not be met, the nature of the delay, the cause of the delay and whether such delay will affect the Schedule. Failure to comply with this Section will waive the Consultant's right to seek additional compensation in the event of any delay in the Project.
- 2.1.8.3 Submittals.** Unless otherwise directed by the County, the Consultant will submit all milestone submittals required for the Project complete and in an organized format. Partial submittals will not be accepted. Notwithstanding any milestone submittal date accepted by the County, the actual submittal date will be when all required documents for the submittal are received by the County.
- 2.1.9 Information to Be Provided by County.** The County will provide the Consultant with the relevant documentation and information pertaining to the Project and will reasonably cooperate with the Consultant with respect Project completion.
- 2.1.10 Consultant Responsible for Documents and Reports.** Notwithstanding anything to the contrary contained in this Agreement and without limitation on any other rights and remedies of the County, the Consultant will be obligated at its cost and expense to revise any document prepared by the Consultant, its subcontractors, agents or employees for the Project if the matters covered by such revisions could and should reasonably have been discovered by the Consultant in the performance and observance of its services under this Agreement.

**ARTICLE 3  
ADDITIONAL SERVICES**

**3 AUTHORIZATION AND REIMBURSEMENT**

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

**3.1 ENGINEERING AND TESTING SERVICES**

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

**3.2 INVESTIGATIONS, INVENTORIES AND ASSESSMENTS OF EXISTING FACILITIES**

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

**3.3 OTHER SERVICES**

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

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

**4 COUNTY'S RESPONSIBILITIES AND RIGHTS**

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

**4.1 COUNTY'S RESPONSIBILITIES**

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

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

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

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

**4.1.5 Additional Costs.**

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

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

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

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

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

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

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

**4.1.9 Geotechnical Engineers.**

**INTENTIONALLY DELETED**

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

## **4.2 ADDITIONAL RIGHTS OF COUNTY.**

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

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

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

- 4.2.4 Project Suspension.** The County will have the absolute right to suspend the Project. Where the County suspends the Project any work performed by the Consultant during such suspension period will be at the Consultant's sole risk and the County will not be responsible for any compensation or delay damages on account of such suspension period. The Consultant agrees to keep such Key Personnel available during all suspension periods which do not exceed three (3) months.
- 4.2.5 Termination for Lack of Receipt of Necessary Approvals.** Notwithstanding anything to the contrary contained in this Agreement, this Agreement is expressly contingent upon receipt by the County of all necessary approvals to complete the Project from applicable federal, state and local authorities; In the event the County does not obtain approval for the Project or any phase, portion thereof or if such approval has been cancelled, rescinded or modified, this Agreement or, at the County's election, that part of this Agreement attributable to the phase or portion not approved, cancelled, rescinded or modified will be terminated without further action by either party and thereupon neither party will have any further liability or obligation to the other with the exception of the payment by the County to the Consultant of services actually rendered and authorized Reimbursable Expenses actually incurred in accordance with the Cost Loaded Schedule. Such payment so made to the Consultant will be full settlement for services rendered under this Agreement and Consultant's sole remedy.
- 4.2.6 Termination for Convenience.** The County may terminate this Agreement, terminate a portion of the Consultant's services under this Agreement, or reduce the scope of the Project, the Consultant's services or both, at any time by notice in writing from the County to the Consultant. If the Agreement is terminated by the County, the Consultant will deliver to the County all finished or unfinished documents, data, studies and reports prepared by or on behalf of the Consultant under this Agreement and these will be and become the property of the County. Payment for the work performed before the effective date of such termination will be based upon services actually rendered and authorized Reimbursable Expenses actually incurred in accordance with the **Cost Loaded Schedule**. Such payment so made to the Consultant will be full settlement for services rendered under this Agreement and Consultant's sole remedy. If the County terminates a portion of the Consultant's services under this Agreement or reduces the scope of the Project or the Consultant's services, the County and Consultant will negotiate in good faith a reduction in the Consultant's compensation to reflect the value of the services performed and to be performed.

## ARTICLE 5

### INSURANCE AND INDEMNIFICATION

#### 5 INSURANCE AND INDEMNIFICATION

##### 5.1 INDEMNIFICATION

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

##### 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**

During the term of this Agreement, the Consultant shall require all policies of insurance that are in any way related to the work and are secured and maintained by Consultant to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.

The Consultant shall waive all rights of recovery against Cook County, Board of Commissioners and employees of the County which Consultant may have or acquired because of deductibles or inadequacy of limits of any policies of insurance that are in any way related to the work.

#### **Insurance**

Prior to the effective date of any Agreement under the Prequalification program, the Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Agreement, the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under any Agreement with the County. All policies required herein are to be on a primary and non-contributory basis with respect to any insurance or self-insurance programs carried or administered by the County.

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of any Agreement with the County, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

Consultant shall require all Subcontractors to provide the insurance required in any Agreement with the County, or Consultant may provide coverage for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant.

#### **Coverages**

**Worker's Compensation Insurance:** Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction. The Workers Compensation policy will include the following provisions:

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

2. Broad form all states coverage

#### **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include,

without limitation the following coverage:

- a) All premises and operations;
- b) Independent Contractor's Protection Liability;
- c) Contractual Liability;
- d) Products/Completed Operations;
- e) Employees included as additional insured;
- f) Broad Form Property Damage Liability;
- g) Cross Liability.

**Comprehensive Automobile Liability Insurance**

When any motor vehicles are used in connection with the Services to be performed, Consultant shall secure Comprehensive Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability Insurance limits shall not be less than the following:

- (a) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- (b) Uninsured/Underinsured Motorists: Per Illinois Requirements

**Umbrella Excess Liability Insurance**

In addition to coverage and limits specified above, Consultant shall secure and maintain a limit of liability no less than \$5,000,000 each occurrence for all liability.

**Professional Errors and Omissions Insurance:** Consultant shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Consultant's obligations under this Agreement, and shall have a limit of liability of not less than \$1,000,000 to \$5,000,000 (*amount will be set by the County for each project*) with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made from coverage shall be maintained by the Consultant for a minimum of three years following the expiration or early termination of this contract and the Consultant shall annually provide the County with proof of renewal.

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

**Additional Requirements**

- 1. Additional Insured:** Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability, Automobile and Umbrella/Excess insurance policies.

2. **Qualification of Insurers:** All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.
3. **Insurance Notices:** All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Office of the Chief Procurement Officer at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Consultant commences performance of its part of the work, Consultant shall furnish to the County certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Consultant's obligations to obtain insurance pursuant to these insurance requirements.

**Special Insurance Requirements for Consultant's Subcontractors Required for Specialized Services and Equipment.**

With the exception of unforeseen conditions, the Consultant is responsible for providing all services and equipment required to allow it to fulfill the scope of services that is part of any Agreement pursuant to this RFQ. Subcontractors that are required to provide soil borings, 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, etc. will be required to provide insurance specified in any RFP for Services. The Consultant is responsible for coordinating and transmitting copies of the insurance to the County.

**5.3 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.

**5.4 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.

**5.5 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.

#### **5.6 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.

#### **5.7 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.

#### **5.8 MAINTENANCE OF INSURANCE REQUIREMENTS**

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

### **ARTICLE 6**

#### **BASIS OF COMPENSATION**

#### **6 COMPENSATION FOR BASIC SERVICES**

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

#### **6.3 COMPENSATION FOR BASIC SERVICES**

For the faithful and complete performance of the Consultant's Basic Services under this Agreement, as described in Article 2, compensation will be based on a "Not To Exceed" lump sum amount of ~~\$49,000.00~~ <sup>PLWN</sup> ~~61,000.00~~. Progress payments or Basic Services will not exceed the actual progress of the Project and be submitted monthly pro rata to completion.

#### **6.4 COMPENSATION FOR ADDITIONAL SERVICES:**

Compensation for Additional Services as described in Article 3 will be either on the basis of a lump sum fee or an hourly rate of Key Personnel plus Reimbursable Expenses actually incurred. The scope of work of the Additional Services and the method of compensation for such Additional Services will be negotiated in advance of any such Additional Services being rendered. Progress payments for Additional Services will be submitted monthly pro rata to completion in accordance with the Cost Loaded Schedule developed for such Additional Service. The County has established a budget, which will not exceed the sum of (\$80,000.00) for Additional Services for this Agreement. No funds from this budgetary category will be expended or authorized without the advance written authorization of the County. Regardless of whether Additional Services are rendered, the County will have no obligation to pay for Additional Services unless the same have been specifically set forth in a writing prepared by the Consultant and approved in writing by the County.

## 6.5 COMPENSATION FOR REIMBURSABLE EXPENSES

The Consultant's budget for Reimbursable Expenses will not exceed <sup>10,000.00 PWN</sup> ~~(\$30,000.00)~~ for previously authorized expenses falling within the following categories: (a) document printing and distribution and (but only to the extent such printing and distribution exceeds the copies of submissions/deliverables and printing of bidding documents included in Basic Services pursuant to Sections 2.1.1.3 and 2.5.6 or elsewhere in this Agreement); (b) out of town travel requested by the County; (c) messenger services requested by the County; (d) expense of renderings, models and mock-ups requested by the County. All other out of pocket expenses generally incurred in performing the Basic Services will not be considered reimbursable by the County, such as long distance phone calls and faxes, clerical and secretarial services, in house copying, study models, overnight deliveries to team members, local hotel stays, meals, taxi cab expenses, mileage and parking expenses.

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

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

Regardless of compensation structure, the Cook County Code requires that the CMA maintain and submit for review upon request by the Director, itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date.

## 6.7 COMPENSATION FOR EXTENSIONS OF PROJECT DURATION

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

## 6.8 ERROR AND OMISSION RETAINAGE FUND

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

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

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

**6.8.5 Retainage Amount Defined.** The County acknowledges that the measure of damages attributable to errors and omissions may not be the full amount of the change order necessary to correct such error or omission, and that the damages may be difficult to quantify until the change is completed. Therefore, the

amounts that will be withheld and allocated to the Error & Omission Retainage Fund from time to time are limited to ten percent (10%) of the E & O Costs in excess of the 1 % Threshold (the "**Retainage Amount**"), as an estimate of the actual damages, to be determined later. The Error & Omission Retainage Fund will not exceed Two hundred fifty thousand dollars (\$250,000.00) and no additional withholding for the Error and Omission Retainage Fund after such limit is reached.

- 6.8.6 Commencement of Withholding.** When the County determines that E & O Costs exceed the 1 % Threshold, the County will withhold the Retainage Amount from the next pay application request received; provided, however, that if the pay application request is less than the Retainage Amount the County will withhold the balance from succeeding pay application requests until such Retainage Amount has been fully withheld. The Retainage Amount will be adjusted as any additional change orders are processed to reflect E & O Costs included in such change orders.
- 6.8.7 Release of Fund.** If at Final Completion of the entire Project, the County's damages due to the Consultant's errors and omissions are less than the 1 % Threshold, the County will release the full Error and Omission Retainage Fund to the Consultant. If at Final Completion of the entire Project, the County's damages resulting from errors and omissions of the Consultant exceed the 1 % Threshold, the County will retain that portion of the Error and Omission Retainage Fund necessary to satisfy the County's damages, and release the balance to the Consultant. To the extent that the Error and Omission Retainage Fund is insufficient to fully satisfy the County's damages, the County will have the right to seek compensation from the Consultant directly for that portion of the County's damages which are not satisfied.
- 6.8.8 In Effect beyond Termination.** This Section 6.5 will remain in effect, enforceable and applicable notwithstanding the termination of this Agreement for any cause.

## ARTICLE 7

### PAYMENTS TO THE CONSULTANT

#### 7 PAYMENT PROCEDURES

##### 7.3 PAYMENTS FOR BASIC SERVICES

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

##### 7.4 INVOICING

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

- 7.4.3 Form 29A.** Invoices will be submitted in triplicate for each payment, using County Invoice Form 29A. Invoices will include an itemization of the services provided during the period covered by such payment in accordance with the Cost Loaded Schedule.
- 7.4.4 Certification of Sub-Consultants to be Paid.** Consultant will submit a list (Consultant's Sworn Statement) in the 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.
- 7.4.5 Lien Waivers.** Consultant will submit professional lien waivers in the County format, executed by each sub-

consultant indicating that such sub-consultant has received payment from the Consultant for the services invoiced in the previous payment and waiving liens for the work performed in such payment period.

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

#### **7.5 RECORDS OF EXPENSES**

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

#### **7.6 RIGHT TO AUDIT; LIMITATION ON WAIVER OF DISPUTE**

Payment by the County will not be a waiver of the County's right to audit, inspect and copy the Consultant's records, nor will the County's payment or the Consultant's acceptance of payment waive any disputes between the County and the Consultant, including, without limitation, any disputes as to the correctness of the Consultant's invoices, the amount due to the Consultant, or the services rendered by the Consultant under this Agreement. The Consultant's compensation will be subject to final audit and adjustment by the County.

#### **7.7 COUNTY'S RIGHT TO WITHHOLD**

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

### **ARTICLE 8**

#### **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

#### **8 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

##### **8.3 NON-DISCRIMINATION**

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

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

No person who is a party to a contract with the County will engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs. The Consultant is to certify its compliance with these policies and its agreement to abide by such policies as a part of its contractual obligations.

**8.5 MINORITY AND WOMEN BUSINESS ENTERPRISES**

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

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

**8.5.3.1 Options for Meeting Goals.** A Consultant may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBE or WBE firms; by subcontracting a portion of the work to one or more MBE or WBE firms; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBE or WBE firms in other aspects of the consultant's business; or by a combination of the foregoing.

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

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

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

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

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

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

**8.5.6 Reporting/Record-Keeping Requirements.** The Consultant will comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a

contract, Consultant is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

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

## ARTICLE 9

### CONSULTANT'S REPRESENTATIONS AND WARRANTIES

#### 9 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 9.3 Consultant's Representation of Authority.** The Consultant represents and warrants that the Consultant is authorized to do business in the State of Illinois and is properly licensed as an architect (or as an engineer, in cases where the Services are not architectural services but engineering services) by all necessary governmental and public and quasi-public authorities having jurisdiction over the services required hereunder. The Consultant hereby represents and warrants that the person executing this Agreement on behalf of the Consultant is duly authorized to do so and has submitted documentation evidencing such authority, and this Agreement is a legal, valid and binding obligation of the Consultant, enforceable against the Consultant in accordance with its terms, subject to bankruptcy, equitable principles and laws affecting creditor's rights generally.
- 9.4 Financial Capacity.** The Consultant represents and warrants that the Consultant is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the services required and perform the obligations hereunder based on timely payments by the County and will promptly give to the County written notice of any material adverse change in the financial condition of the Consultant.
- 9.5 Independent Contractor; Joint and Several Liability.** The Consultant represents and warrants that the Consultant is an independent contractor and will not represent to any third party that its authority is greater than that granted under the terms of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, if the entity which is the Consultant hereunder is a partnership or a joint venture, each and every covenant, agreement, indemnity and obligation of the Consultant under the terms of this Agreement is a covenant, agreement, indemnity and obligation undertaken by each partner or joint venture partner, as the case may be, in the entity which is the Consultant (collectively, "Joint Venture Partners") jointly and severally, individually and collectively and all covenants, agreements, indemnities and obligations of Consultant will be performed and observed by any one of the Joint Venture Partners regardless of the performance or non-performance of such covenants, agreements, indemnities or obligations by any of the other Joint Venture Partners.
- 9.5.3 Ability to Perform.** The Consultant represents and warrants that the Consultant is able to furnish the professional services, and any materials, supplies, equipment and labor required to complete the Basic Services required hereunder and perform all of its obligations and has sufficient experience and competence to do so. All personnel providing services on the Project will be qualified by training, licensing, and experience to perform their assigned tasks.
- 9.5.4 Familiarity with Project.** The Consultant represents and warrants that the Consultant is familiar with the requirements of the Project and this Agreement, and is experienced in the areas of planning, designing, and performing architecture and engineering services, and will employ the services of others experienced in the areas of planning, designing, and performing architecture and engineering, and other services required of Consultant under this Agreement. The Consultant has the necessary skill, financial resources and personnel to successfully complete its services under this Agreement.
- 9.6 Covenant to Use Professional Efforts.** The Consultant covenants with the County to use its professional efforts, skill and judgment and abilities to design the Project and perform all services provided hereunder in accordance with the Standard of Care.

- 9.7 No Reliance on Matters Not in Agreement.** Except only for those representations, statements or promises expressly contained in this Agreement, no representation, statement or promise, oral or in writing, of any kind whatsoever by the County, its officials, agents, or employees has induced the Consultant to enter into this Agreement or has been relied upon by the Consultant, including any representation, statement or promise referring to: (i) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Agreement; (ii) the nature, existence or location of materials, structures, obstructions; utilities or conditions, surface or subsurface, which may be encountered at or on the site; (iii) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general or local conditions which may in any way affect this Agreement or its performance; (v) the price of performing the Consultant's obligations; or (vi) any other matters, whether similar to or different from those referred to in (i) through (v) immediately above, having any connection with this Agreement, the negotiation hereof, any discussions hereof, the performance thereof or those employed herein or connected or concerned herewith.
- 9.8 Adequate Review.** The Consultant represents and warrants that Consultant was given ample opportunity and time and was hereby requested by the County to review thoroughly all documents forming this Agreement prior to execution of this Agreement.
- 9.9 No Criminal Proceedings.** The Consultant has not received notice, or has no reasonable basis for believing, that it or any of its officers are the subject of any criminal action, complaint or investigation pertaining to any felony charge, or any civil action or claim predicated on alleged acts of anti-trust violations; business fraud; discrimination due to race, creed, color, handicap, gender, marital status, age, national origin, religious affiliation; or failure to fulfill any obligation required by law or contract pertaining to affirmative action. The Consultant will secure the same representation and warranty from its Sub-consultants and agents performing the Consultant's obligations under this Agreement.
- 9.10 True and Correct Statements.** The statements of the Consultant contained herein and any and all documents submitted by or on behalf of the Consultant pursuant to this Agreement are and will be true and correct in all material respects, and neither this Agreement nor any of such documents omits or will omit any material fact necessary to make the statements of the Consultant contained herein or therein, when delivered to the County, in light of the circumstances under which they were made, not misleading. The Consultant will provide prompt notice to the County whenever any representation or warranty herein ceases to be true or correct.

## ARTICLE 10

### DEFAULT AND DISPUTES

#### 10 DISPUTES AND DEFAULT

##### 10.3 DISPUTES

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

**10.3.4 Continuation of Services.** Notwithstanding any dispute, the Consultant will continue to discharge all of its

obligations, duties and responsibilities under this Agreement as interpreted and directed by the Director of the Office of Capital Planning and Policy during the pendency of dispute resolution proceedings pursuant to this Section.

#### 10.4 DEFAULT

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

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

#### 10.5 REMEDIES

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

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

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

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

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

**10.5.3.5 Compensation Due as of Termination.** All compensation due the Consultant will be calculated based upon the terms of Article 6 to the effective date of termination and will be paid to the Consultant except

where the County may have a claim or dispute with regard to such payment.

- 10.5.3.6 Taking Over of Work.** If this Agreement is terminated by the County as a result of the Consultant's default and the County does not elect to continue using the Consultant's services, the termination will be effective at the expiration of the five (5) day notice period and the County may take over and complete the Consultant's work or it may contract with others for such completion. In such event, the Consultant will be liable to the County for any additional costs incurred by the County for such completion. After County has secured replacement services or taken over the work itself, the Consultant will within fourteen (14) days remove any and all of the Consultant's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Agreement.
- 10.5.3.7 Turnover of Project Documents.** In the event of termination of this Agreement by the County, all finished and unfinished documents, data, studies and reports prepared by the Consultant, its subcontractors, agents and employees and any other County property in the Consultant's custody will be transmitted to the County within seven (7) days after the date of termination of this Agreement. The Consultant hereby assigns to the County all the right, title and interest of the Consultant in and to all subcontracts and consulting agreements and contracts to be effective without further action of the parties hereto upon the termination of this Agreement.
- 10.5.3.8 All Remedies Available.** In addition, the County will have the right to pursue all remedies in law or equity, including, but not limited to, actions for damages and rights of set off.
- 10.5.4 Consultant's Remedies.** If the County has been notified of default and fails to remedy a material breach during the ninety (90) day cure period pursuant to Section 10.2.1, the Consultant will have the right to terminate this Agreement; provided, however, that the Consultant will give the County thirty (30) days prior written notice of termination. In the event of termination the County will have the right to continue using the Consultant's services in full for a reasonable period of time until County will have replaced such services. The Consultant will agree to cooperate with the implementation of the replacement services should the County so request. During such transition period all terms and conditions of this Agreement will remain in full force and effect.
- 10.5.4.1 Compensation for Services Completed.** All compensation due the Consultant will be calculated based upon the terms of Article 6 to the date of termination and will be paid to the Consultant except where the County may have a claim or dispute with regard to such payment.
- 10.5.4.2 Removal of Consultant's Personnel, Property.** After replacement services have been secured and are operational the Consultant will within fourteen (14) days remove any and all of Consultant's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Agreement.
- 10.5.4.3 All Remedies Available.** The Consultant will have the right to pursue all remedies available in law or equity. In all cases the Consultant's damages will be those provable damages not to exceed the value of this Agreement as awarded by the County's Board of Commissioners, less the expenses saved in not having to perform this Agreement. This notwithstanding, due to the critical nature of this Agreement, the Consultant will not unilaterally disrupt the operation or unilaterally repossess any component thereof.

## ARTICLE 11

### MISCELLANEOUS PROVISIONS

#### 11 MISCELLANEOUS PROVISIONS

##### 11.3 DISQUALIFICATION FOR NON-PERFORMANCE

###### COOK COUNTY ORDINANCE CHAPTER 10, SECTION 7.3.

No person or business entity will be awarded a contract or subcontract if that person or business entity has had

an awarded contract terminated for cause by the County's Board of Commissioners. The period of ineligibility will continue for 24 months from the date the County's Board of Commissioners terminates the contract. The Consultant hereby represents and warrants to the County that the Consultant has not had an awarded contract terminated for cause by the County's Board of Commissioners within 24 months prior to the Effective Date.

#### **11.4 FORCE MAJEURE**

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

#### **11.5 GENERAL NOTICE**

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

##### **TO THE COUNTY:**

###### **CHIEF PROCUREMENT OFFICER**

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

###### **OFFICE OF CAPITAL PLANNING & POLICY**

Attn: Director  
69 West Washington Street, 30<sup>th</sup> Floor  
Chicago, Illinois 60602

##### **TO THE CONSULTANT:**

Firm Name:               INSPEC, INC.  
Attn:                       Peter Nottleson, Executive Vice President  
Address:                 8618 West Catalpa  
City, State, Zip:       Chicago, IL 60656

#### **11.6 TAXES**

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

#### **11.7 GOVERNING LAW AND VENUE**

This Agreement will be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of this Agreement, or arising from any dispute or controversy arising in connection with or related to this Agreement, will be litigated only in the courts having suits within the City of Chicago, the County of Cook, the State of Illinois, and the Consultant consents and submits to the jurisdiction of any local,

state or federal court located within such City, County and State. The Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County in accordance with these provisions.

#### **11.8 WAIVER**

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

#### **11.9 HEADINGS**

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

#### **11.10 ENTIRE AGREEMENT**

It is expressly agreed that the provisions set forth in this Agreement, together with all Appendices and attachments hereto, all as defined in Section 1.1.1, constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

#### **11.11 SEVERABILITY**

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

#### **11.12 NO THIRD PARTY BENEFICIARIES**

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

#### **11.13 ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

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

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

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

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

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

#### **11.16 SURVIVAL**

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

#### **11.17 COMMENCEMENT OF THE STATUTE OF LIMITATIONS**

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

#### **11.18 CERTIFICATIONS PURSUANT TO COUNTY ORDINANCES AND STATE LAWS**

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

**END**

**APPENDIX A**  
**SCOPE OF SERVICE/PROJECT APPROCH**

## Scope of Service

### DESCRIPTION OF PROJECT AND SCOPE OF SERVICE FOR COUNTYWIDE WINDOW REPLACEMENT PACKAGE NUMBER-2

This Project is a critical analysis of various Countywide Exterior Windows Assemblies, operable and non-operable, that shall be examined and/or tested for thermal and moisture infiltrations. The Consultant shall then submit a comprehensive report to the Cook County Office of Capital Planning and Policy for review and consultation. The Consultant will commit to performing the inspections within the parameters of the schedule.

The critical analysis examination and inspections shall consist of the latest techniques in the industry to determine the failures at those identified fenestrations. Representative photographs showing conditions should be included. The following are the facilities that are included in this Project:

- Second District Courthouse Skokie  
5600 Old Orchard Road, Skokie, Illinois
- Third District Courthouse Rolling Meadows  
2121 Euclid Avenue, Rolling Meadows Illinois
- Fourth District Courthouse Maywood  
1500 South Maywood Drive, Maywood Illinois
- Rockwell Warehouse  
2323 South Rockwell, Chicago, Illinois
- Hawthorne Warehouse

#### SCOPE OF CONSULTANT SERVICES

The Consultant shall provide complete inspectional testing for thermal and moisture infiltration services as required to complete the Project, including but not limited to the scope described below and the services described elsewhere in this agreement.

The Consultant shall inspect ten (10) of the most critical window assemblies as identified by the Owner at each facility. Then inspect five (5) additional window assemblies on each elevation at random (to be determined).

- a) Provide a critical examination and inspectional services for each of the above listed facilities to determine thermal and moisture infiltration at the fenestrations.
- b) Recommend the best solutions for repair of each of the conditions for each facility which will include sequencing of work to allow the building operations to continue and/or total replacement of windows as required.
- c) Design and prepare repair documents, if window system can be repaired.
- d) Prepare cost estimates.
- e) Recommend additional testing needed prior to commencement of work or at the completion of construction.
- f) Provide Construction Administration Services and Field Observation Services though the construction of the Project
- g) Provide Close Out Reports and documentation.

## PLAN OF ACTION AND APPROACH

### General

Select Cook County facilities are identified as in need of window related repairs or maintenance. It has also been determined that the integrity of the façade adjacent to the existing windows may be negatively affected by window units that are exhibiting less than watertight conditions in conjunction with marginal thermal performance. Inspec is highly skilled and experienced with the necessary processes needed to verify and assess the identified deficiencies and then provide engineering/architectural services for appropriate repair or replacement of window systems.

It is Inspec's understanding that the required task order project scope of work will be structured into three parts: A – Basic Services; B – Reimbursable Expenses; and C – Additional Services. Based upon the County accepting the consultant's proposal and after contract execution these three parts will be assigned separate Purchase Orders for execution. Part B – Reimbursable Expenses and Part C – Additional Services have predetermined budgetary fees allocated by the County which are subject to final determination and approval.

Part A is the initial phase (Phase I) for which the County is requesting a proposal and corresponding fee from Inspec. Our proposed plan of action is intended to address all three components of the project. However, the Critical Examination and Inspection Services for Thermal Performance and Moisture Infiltration at the County facilities are the proper first step.

Part A, Phase I begins with the selection of a project team that is capable of handling all aspects of a project with complexities of this nature. Critical to this is the project manager who will be directly responsible for verifying and ensuring a clear understanding of the scope of work and the owners goals for the project. The project manager will also act as the primary point of communication throughout the course of the project.

The scope of our services during this phase will include initial coordination meetings with the assigned County Project Director for the project (and ideally the individual building engineers) to discuss building access, on-site activities, protocol at all facilities given the security concerns, and impact on occupants most notably at the courthouse facilities.

Based upon our pre-proposal cursory site visits, we will also develop site specific "day of" investigation regimen taking into account the least disruptive and most accessible testing locations at each facility. We acknowledge that the County has established a recommended quantity of inspections required for this phase of work. Based upon the varying conditions and deficiencies which exist at the County facilities we plan to perform testing methodologies for our investigation work relevant to the existing conditions at each site.

We have also provided representative photographs of the varying window conditions at each facility for you reference (See Photos #1 - #12). Also please find attached our "preliminary" Recommended Thermal and Moisture Testing Matrix for this project.



Our initial plan for field investigation of the critical examination and corresponding report, anticipates multiple test methodologies including but not limited to the following; select air chamber infiltration testing (temporary wood framed pressurized enclosures), select water testing (spray bar and hand held nozzle sprayers), up-close visual inspections, potential window or window component disassemblies and Infrared scans of the exterior walls (or select window assemblies).

- Infrared scans will be performed by our certified thermographers. This task is intended to provide base line non-destructive temperature and thermal variations of the deficient window and or adjoining wall assemblies. This will require special access from the County because infrared scanning must be completed during dark hours in order to eliminate the effects of solar interference and ensure that the inside and outside temperature differences are maximized.
- Air chamber testing will be performed by an independent testing agency as a reimbursable expense and implemented consistent with ASTM (American Society for Testing and Materials) E783 Standard Test Method for Field Measurement of Air Leakage through Installed Windows and Doors. Due to the varying degrees of existing window system deterioration (I.E. Hawthorne and Rockwell Warehouses), Air Chamber testing is not recommended at all locations.
- Water testing will be performed by our in-house personnel and select sub-consultant assistance. AAMA (The American Architectural Manufacturers Association of America) 511 "Voluntary Guidelines for Forensic Water Penetration Testing of Fenestration Products will be our base line testing reference guide in conjunction with ASTM E 2128 "Standard Guide for Evaluating Water Leakage of Building".
- Up close visual inspections and field verification work will be performed by our-in house personnel and select sub-consultant assistance as needed. This work will entail verification of window system components such as dimensions, window operational conditions and capacities (hardware and other specialties, etc) including interrelationships with adjacent window/wall transitions such as head jamb and sill conditions.
- Localized window inspection openings (including the potential for selective removal of interior finishes) with contractor assistance may be utilized if determined necessary resultant from review of available existing condition drawings and or our visual field investigation work.

In order to implement our field work a varying assortment of field work equipment such as boom lift(s), scissor lifts and or contractor assistance may be utilized. Inspec will work with the County to achieve final approval of the most suitable approach for needed investigation equipment and or tools beyond air chamber testing as referenced previously. These items will be more precisely accounted for before field work begins and allocated from the Part B – Reimbursables Purchase Order.



Inspec is currently unaware of any available environmental assessment reports which may have been prepared by the county. Dependent upon the availability of such reports or information, Inspec anticipates the need to engage an environmental consultant for testing of items such as; lead paint and asbestos containing window sealant. These tests and subsequent findings/reports will be incorporated into our final Part A services. Fees for environmental consultants will be billed as reimbursable expenses.

Data gathered from these examination and investigation tasks will be evaluated by our engineers and architects and documented in order to prepare alternative solutions and recommendations for window repair and or replacements. Opinions of probable budgetary costs will accompany all recommendations. A draft report will be to be presented to the County for discussion and consultation. Based upon final decisions from the County a final report will be provided.

Part C – Additional Services (Phase II) is inherently contingent upon the findings of the critical examination and investigation report and the budgetary requirements of the County. However this phase will include more traditional tasks such as preparation of design documents for the repair or replacement construction. Services will include preliminary/schematic design, design development, construction documents (drawings and specifications), bid assistance and construction administration/observation. Detailed opinions of probable costs and project close-out reports and documentation will also be provided. The final scope, detailed plan of action, and fees for this phase of work will be consistent with the final contract for professional services requirements.

#### Client Interface

Inspec places significant time and effort in the investigation, evaluation and examination phase of all of its projects in order to reduce the occurrences of unanticipated problems that may arise throughout the design phases of a project of this nature due to the uncertainty of hidden existing conditions.

Our team (and project manager) will consistently evaluate the possibilities for repair versus replacement and will present all possible options for discussion with Cook County, allowing decisions to be made on a knowledgeable and informed basis. One of the primary keys to a successful project is good on-going communication with the client, and that again is a key commitment whether it is by phone calls and emails or more formal meetings and reports as necessary to meet the client and project needs.

#### Consultant Coordination

For this project, we are planning on using several subconsultants. Select consultants are included to provide varying levels of support including field investigation assistance, drafting (if needed), general engineering and or architectural support, in addition to satisfying the County's M/FBE goals. These consultants will support our specialized in-house personnel. Independent third party entities will be utilized for air chamber testing along with third party contractors who may



We are building envelope experts, which mean we not only understand window/wall conditions but how they interact with roofs, doors, skylights and other details to be a functioning watertight component of the complete building. That expertise and understanding allows us to ensure that we have prepared proper facade design(s) and solutions s to ensure a well performing system in conjunction with other building systems and materials.

Our company's history as a forensic engineering firm specializing in wall and failures and the assessment and design of building envelopes for existing structures, coupled with the large volume of work we do in this area, enables us to provide dependable and long lasting solutions that ensure a successful construction process with long lasting high performance as the final outcome. Understanding the inter-relationships and performance characteristics of various materials and details is something that is only learned through experience and is significantly different than designing new construction.

This experience is put to immediate work from the very first discussion about a potential project. The key to program review is to define why the project is being considered. Is there a history of performance problems? Is the building facade in question just old and needs repair/replacement or is there an underlying cause to the issues that need to be addressed? Determining the driving forces behind the planned project is the first step in developing the final client objectives.

Our firm specializes in the entire building envelope not just wall systems. That expertise allows us to look at and evaluate all conditions and features that may impact the design or performance of the façade (window) repairs. Leaking or failing copings and/or roof flashings can also allow moisture into the window and wall systems causing premature or indirect degradation. Poor fenestration conditions and improper flashings can also result in water intrusion. These types of conditions while not specifically requested to be evaluated are part of this project are normal cursory evaluation items for our process.

After completion of the critical examination and Investigation portion of the work the goals identified in Phase I are reviewed, options to achieve the intended goals are presented, and potential methods to address program deficiencies are provided, the Owner (Cook County) can make informed decisions before moving forward with developing final design (repair or replacement) solutions.



be engaged to assist with window disassembly if needed. Final tasks and responsibilities for the subconsultant would be identified by our project manager and assigned to our consultants based on the project needs and schedule.

### Project Management Procedures

We know from past experience that client input and communication is key to the success of a project. In order to ensure this, we would propose a kick-off meeting with the County and all stakeholders for the purpose of identifying expectations, goals, issues, information, protocol, and scheduling. This meeting will facilitate identifying all issues and expedite the gathering of information necessary for the successful completion of the project.

For Phase I – Critical Examination and Investigation Field Work, the next step would be a thorough review of any available original documents, any previous repair documents/reports, and a detailed investigation of the existing site/field conditions to verify and document the previously identified deficiencies as well as noting any additional observed defects. A more detailed/agreed upon “day of” activities plan will be prepared so that impact to staff can be minimized or eliminated.

### Quality Control

Once the work starts our personnel don't just serve as technical advisors, they also assist with user impact items. We work with your staff to look ahead at things like equipment shut downs, public/employee access, required interior furniture removal by County, and investigation/field work staging locations.

Quality control for most projects starts with doing your homework up front. Our team devotes significantly more time to field work than most other firms. The critical examination and investigation sought by the County at its facilities is consistent with our approach to building envelope projects. This emphasis on critical investigation and documentation of existing conditions also results in solid bid documents providing true apples-to-apples bidding and better overall controlled project costs.

This time spent on field investigation of the façade will provide invaluable information to accurately identify and document the actual existing defects and confirm the building details. This process is a critical part of minimizing change orders, maintaining schedules since the design is based on the materials in place and verified existing conditions minimizing or eliminating unforeseen surprises.

### Program Review Procedures

Inspec is a highly regarded award winning engineering/architectural consulting firm specializing in providing repair/restoration services for high quality long term performance facade systems that help facility owners protect the integrity of their building and exterior surfaces for over 39 years.



**RECOMMENDED THERMAL AND MOISTURE TESTING MATRIX**

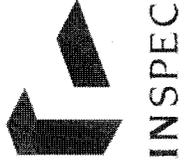
	Site/Locations	Thermal Infrared (IR)	Air Chamber Infiltration Testing (ASTM 783 AAMA 503)	Water Testing (ASTM E2128 & AAMA 511)	Up Close Visual Inspections & Field Verification	Localized Window Assembly/Disassembly
1	Second District Courthouse – Skokie	X All Elevations	X Poss. 1–2 Locations	X Poss. 1-2 locations TBD	X	X 1-Poss.
2	Third District Courthouse – Rolling Meadows	X All Elevations	X Poss. 1-2 Locations	X Poss. 1-2 Locations TBD	X	X 1-Poss.
3	Fourth District Courthouse	X All Elevations	TBD	X	X	NR
4	Rockwell Warehouse	X All Elevations	NR	X	X	NR
5	Hawthorne Warehouse	X All Elevations	NR	X	X	NR

**NOTES:**

1. Water testing and visual observations are currently scheduled for all locations. The final quantities of the varied testing methods will endeavor to conform to the originally specified RFP requirements. The final testing approach will be discussed with and agreed upon by Inspec, and Cook County.
2. With the exception of air chamber – infiltration testing and potential environmental testing (lead paint and/or window sealant), all testing shall be performed by INSPEC, INC. and/or INSPEC, INC. subconsultants with M/FBE.
3. Air Chamber/infiltration testing, environmental testing and localized window assembly/disassembly investigations will be performed by outside consultants retained by Inspec, Inc. and billed as reimbursables. Reimbursable costs will be discussed with and as agreed upon by Inspec, Inc. and Cook County in order to achieve the necessary evaluation results and budgetary requirements.

**SYMBOLS:**

X=included testing or field investigation work scheduled/NR=Not recommended/required.



**Countwide Window Replacement Package Number -2 Task Order Request Photographs**

Photo #1 - Second District Courthouse, Skokie-Typical main bldg. window arrangements

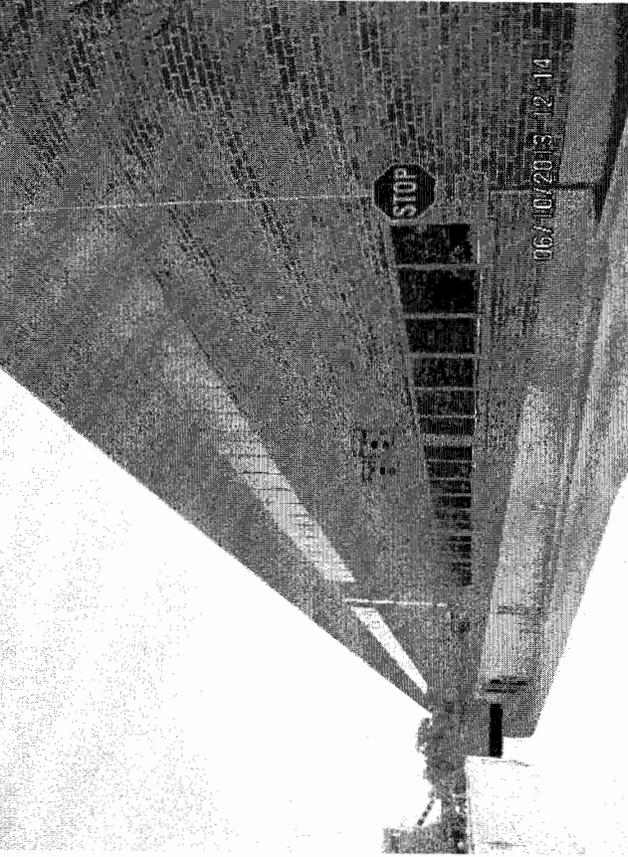


Photo #2 - Second District Courthouse, Skokie-Typical above roof -clearstory windows

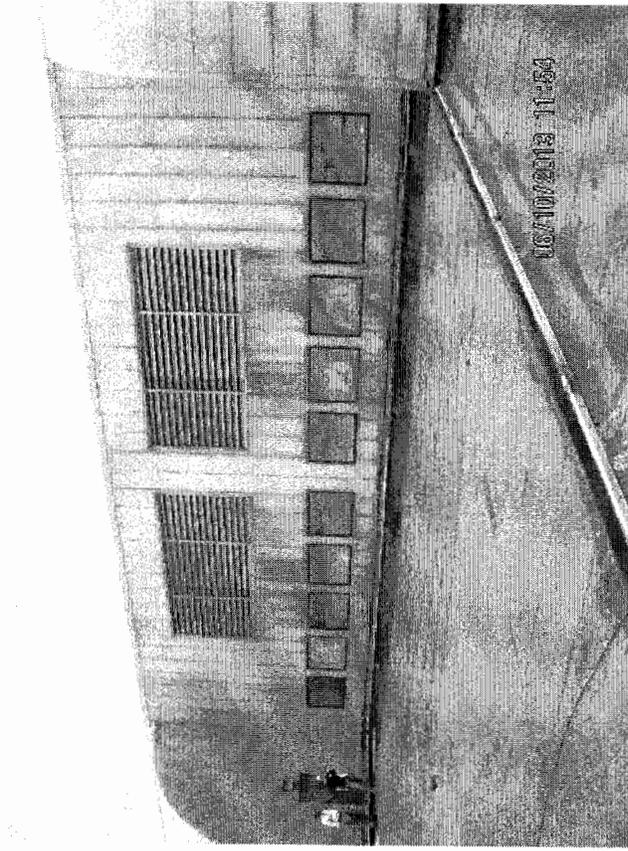


Photo #3 - Third District Courthouse-Rolling Meadows-Typical windows

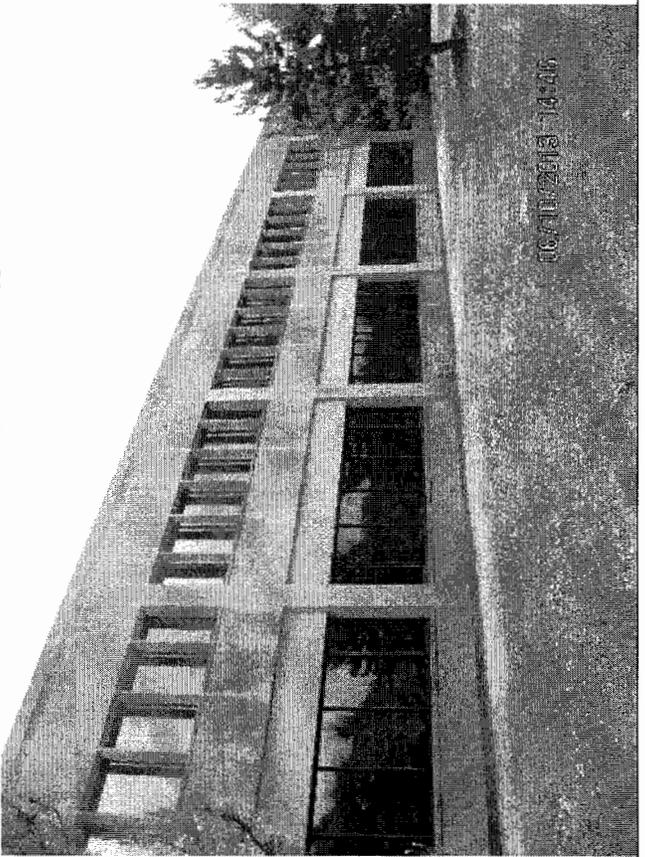
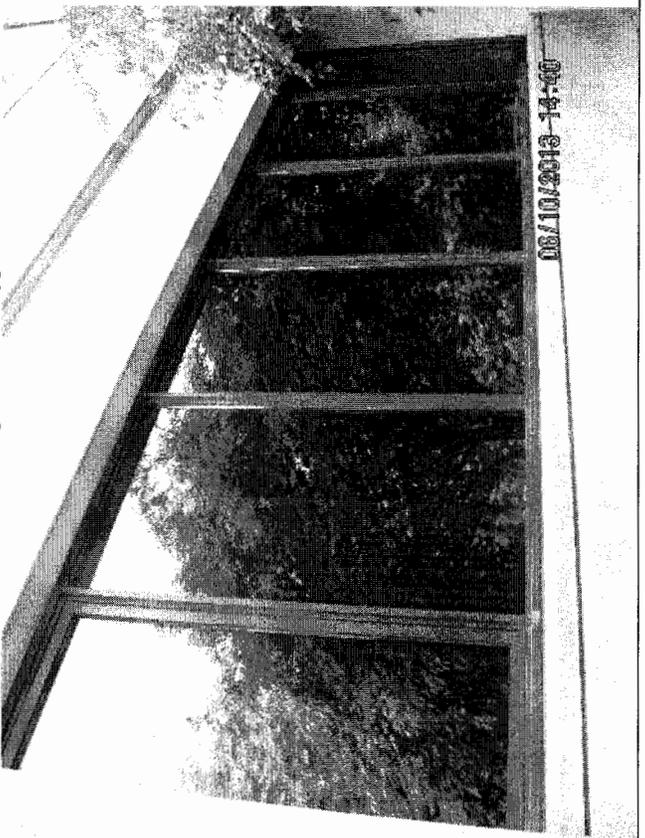


Photo #4 - Third District Courthouse-Rolling Meadows-Typical 1st floor windows



**Countywide Window Replacement Package Number -2 Task Order Request Photographs**

Photo #9 – Rockwell Warehouse-Typical above roof clearstory windows

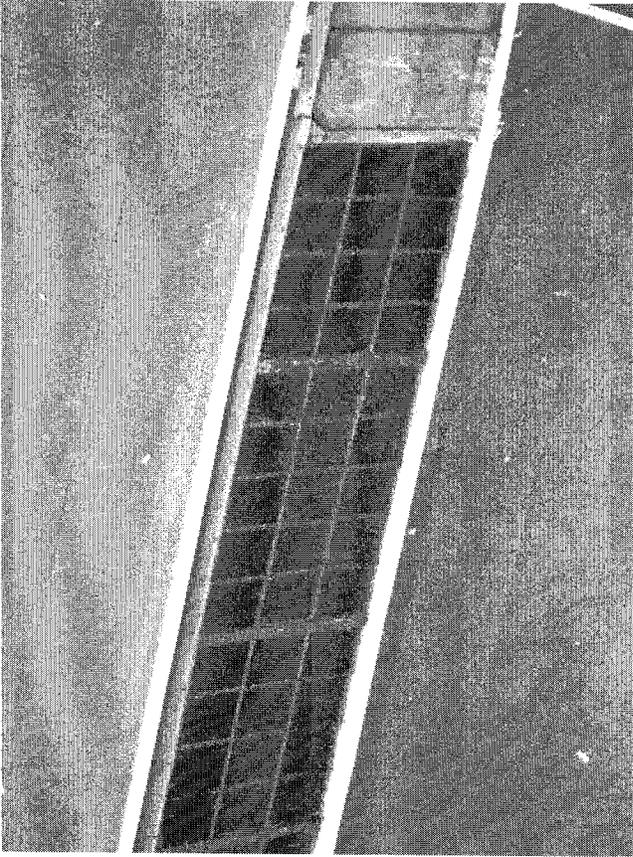


Photo #10 – Hawthorne Warehouse-Typical windows

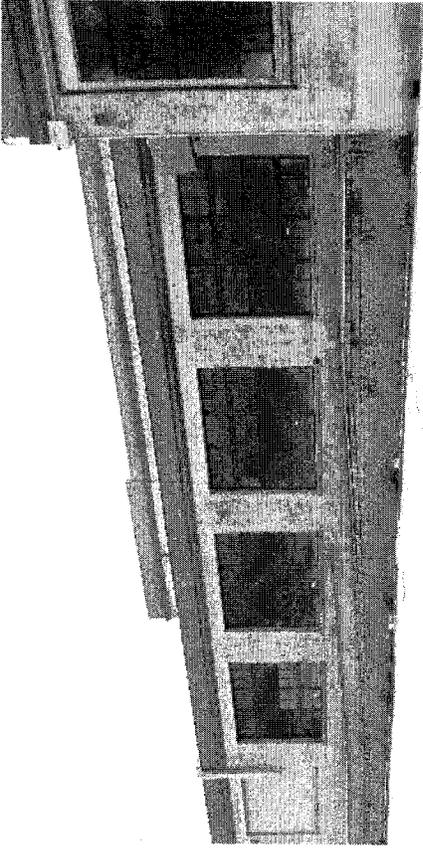


Photo #11 – Hawthorne Warehouse -Typical windows

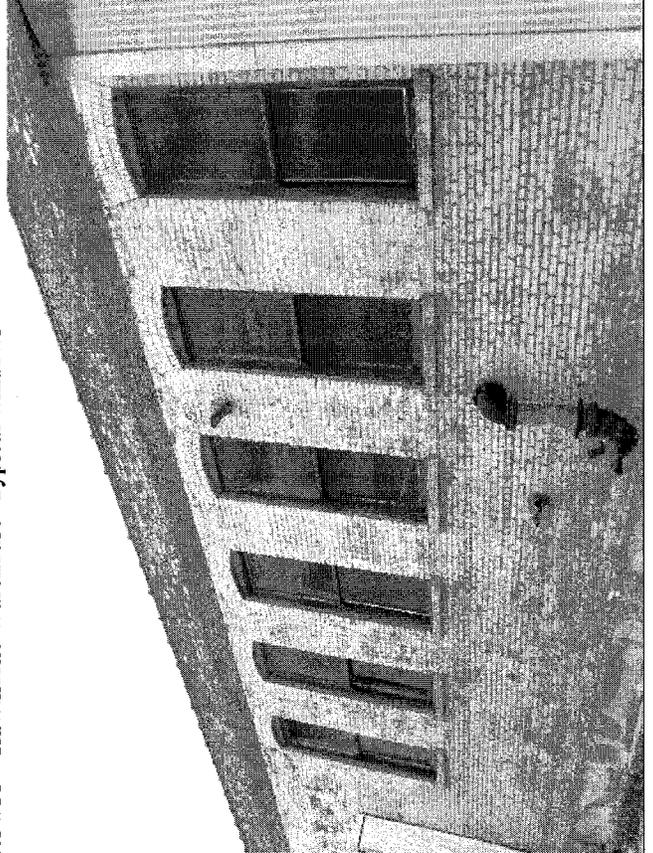
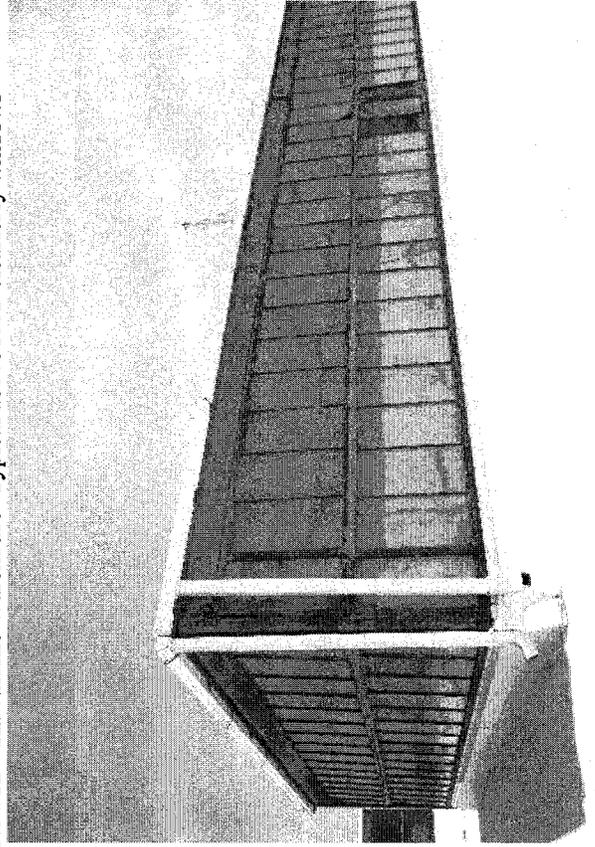


Photo #12 – Hawthorne Warehouse -Typical above roof clearstory windows



Countywide Window Replacement Package Number -2 Task Order Request Photographs

Photo #5 -Fourth District Courthouse-Maywood



Photo #6 - Fourth District Courthouse-Maywood



Photo #7 - Rockwell Warehouse-Typical windows

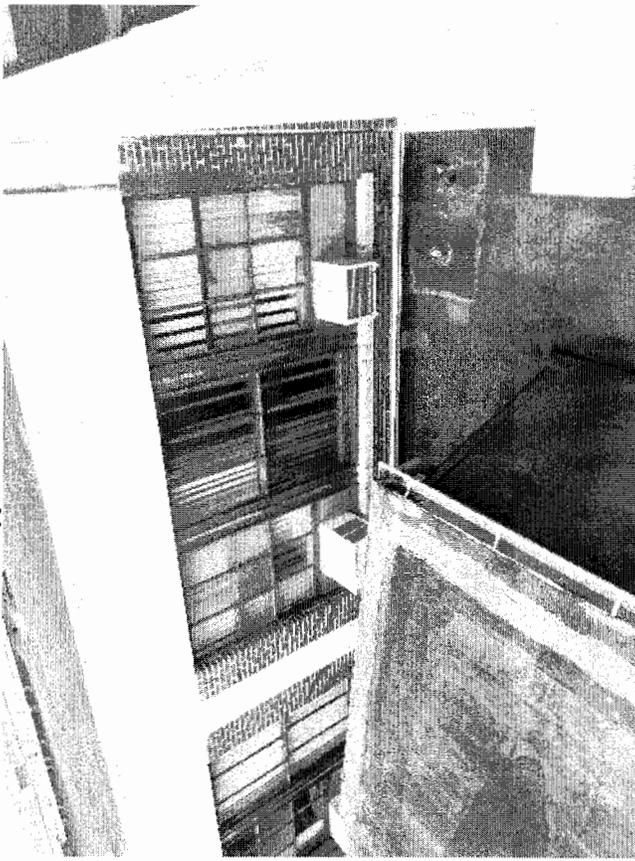
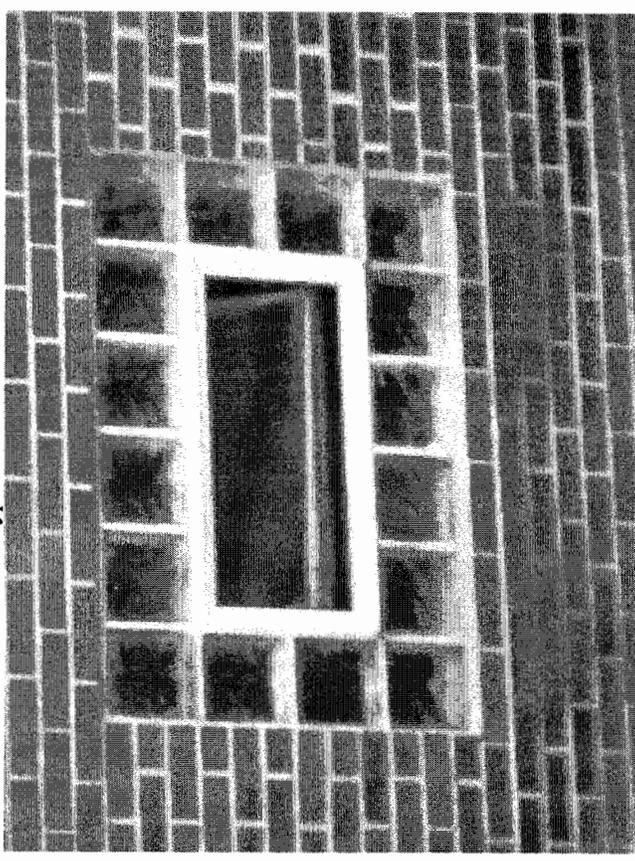
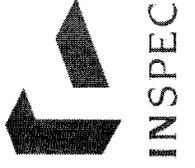
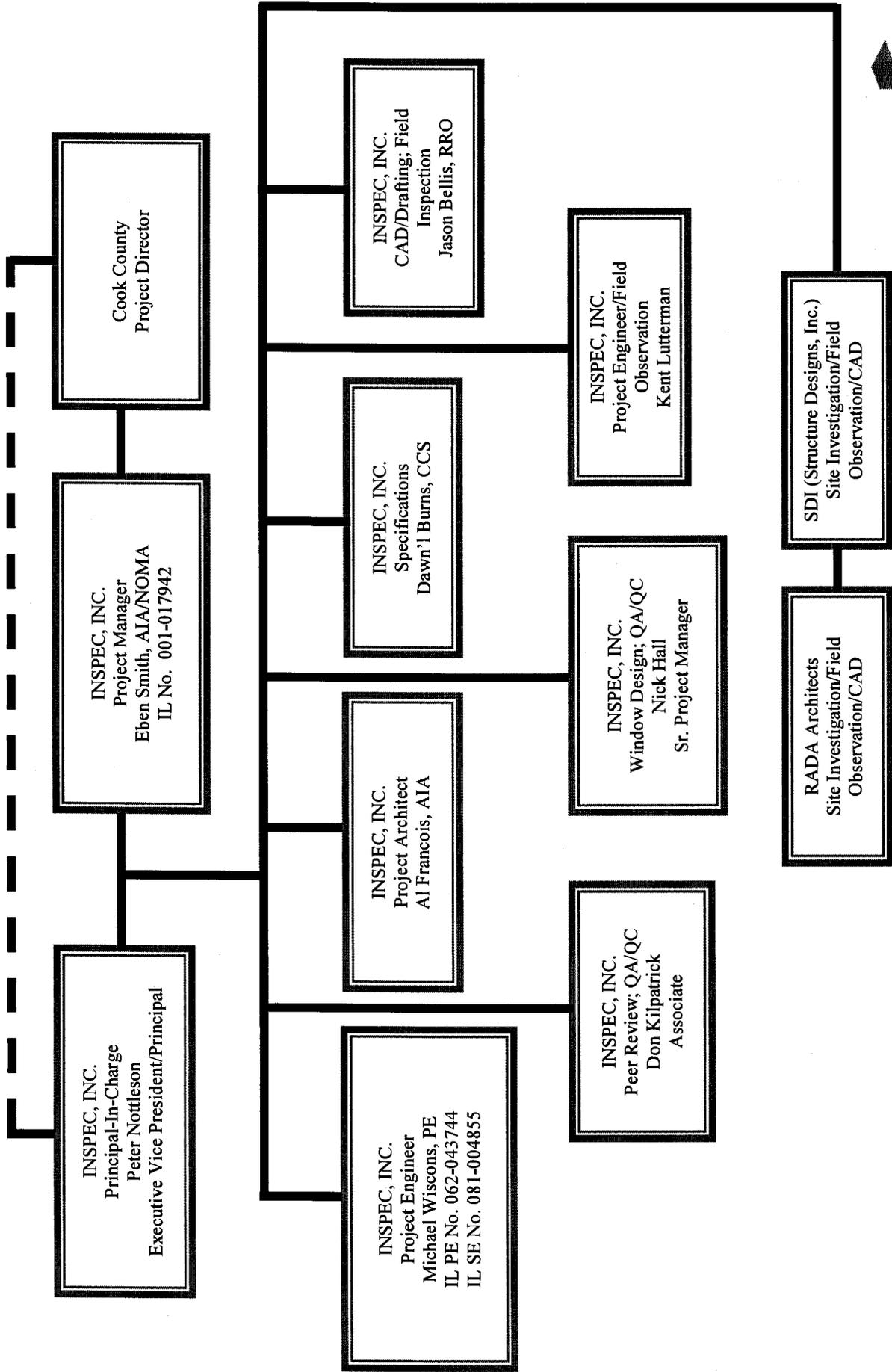


Photo #8 - Rockwell Warehouse-Typical windows.



**APPENDIX B  
KEY PERSONNEL**

# PROJECT ORGANIZATION CHART



**APPENDIX C**  
**M/WBE COMPLIANCE PLAN**

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

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

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

- 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: Structure Designs Incorporated

Address: 309 West Washington Street; Suite 325; Chicago, IL 60606-3212

E-mail: oao@structuredesignsinc.com

Contact Person: Olufemi A. Oladeinde Phone: (312) 551-9780

Dollar Amount Participation: \$ 37,080.00

Percent Amount of Participation: 23% %

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

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

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

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

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

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

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

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

Attach additional sheets as needed.

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

**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: Royal Crane Service, Inc.

Address: 9635 South Harlem; Chicago Ridge, IL 60415-1061

E-mail: franks@royalcrane.us

Contact Person: Frank Smolarek Phone: (708) 310-4100

Dollar Amount Participation: \$ 4,500.00

Percent Amount of Participation: 3% %

\*Letter of Intent attached? Yes  No

\*Letter of Certification attached? Yes  No

MBE/WBE Firm: RADA Architects

Address: 233 North Michigan Avenue; Suite 2320; Chicago, IL 60601

E-mail: rada@rada-arch.com

Contact Person: Rada Doytcheva Phone: (312) 856-1970

Dollar Amount Participation: \$ 16,000.00

Percent Amount of Participation: 10% %

\*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.**

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

MWBE Firm: Royal Crane Service, Inc. Certifying Agency: Cook County  
Address: 9635 South Harlem Certification Expiration Date: 12/11/13  
City/State: Chicago Ridge, IL Zip 60415-1061 FEIN #: 36-3400453  
Phone: 708-974-0832 Fax: 708-974-0865 Contact Person: Frank Smolarek  
Email: franks@royalcrane.us Contract #: \_\_\_\_\_

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:

Man-lift/Boom-lift Equipment Services  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:  
\$4,500.00  
\_\_\_\_\_

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

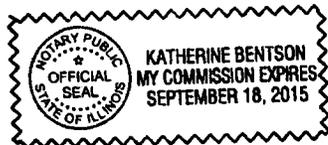
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties ~~do also~~ certify that they did not affix their signatures to this document until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

*Frank Smolarek*  
Signature (MWBE)  
Frank Smolarek  
Print Name  
Royal Crane Service, Inc.  
Firm Name  
September 13, 2013  
Date

*Pete Nottleson*  
Signature (Prime Bidder/Proposer)  
Pete Nottleson  
Print Name  
Inspec, Inc.  
Firm Name  
9/14/13  
Date

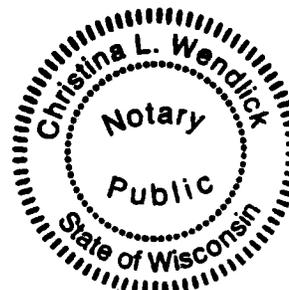
Subscribed and sworn before me  
this 13<sup>th</sup> day of September, 2013  
Notary Public *Kathie Banta*

SEAL



Subscribed and sworn before me  
this 16<sup>th</sup> day of September, 2013  
Notary Public *Christina L. Wendlich*

SEAL



*exp. 5/13/17*

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
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EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH "LIZ" DOODY GORMAN	17th Dist.



COOK COUNTY  
OFFICE OF CONTRACT COMPLIANCE

SHANNON ANDREWS  
DIRECTOR

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

December 11, 2012

Mr. John H. Mooncotch, President  
Royal Crane Service  
9635 South Harlem Ave.  
Chicago Ridge, IL 60415

**Annual Certification Expires: December 11, 2013**

Dear Mr. Mooncotch:

Congratulations on your continued eligibility for Certification as a **MBE** by Cook County Government. This annual **MBE** Certification is valid until **December 11, 2013**.

As a condition of continued certification during this three (3) year period, you must file a **"No Change Affidavit"** within **sixty (60) days** prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for certification.

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

Your firm will be listed on the Internet in the next edition of the Cook County Directory of Minority, Women and Veteran Business Enterprises. Your area of specialty will be listed as:

**CONSTRUCTION: CRANES - RENTAL AND REPAIR**

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

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

Sincerely,

Shannon E. Andrews  
Contract Compliance Director  
SA/ehw

2014

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: RADA Architects Certifying Agency: CMS  
 Address: 233 North Michigan Ave.; Ste. 2320 Certification Expiration Date: 9/2/13  
 City/State: Chicago, IL Zip: 60601 FEIN #: 363945019  
 Phone: (312) 856-1970 Fax: (312) 856-1978 Contact Person: Rada Doytcheva  
 Email: rada@rada-arch.com Contract #: \_\_\_\_\_

Participation:  Direct  Indirect

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

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

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

Field investigation; Field Observation; Drafting Services  
 \_\_\_\_\_  
 \_\_\_\_\_

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

10%

*(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.

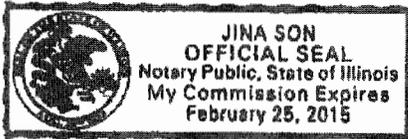
*William Sitton*  
 Signature (M/WBE)  
William Sitton  
 Print Name  
RADA Architects  
 Firm Name  
6/25/13  
 Date

*Don Kilpatrick*  
 Signature (Prime Bidder/Proposer)  
Don Kilpatrick  
 Print Name  
Inspec, Inc.  
 Firm Name  
6/26/13  
 Date

Subscribed and sworn before me

this 25<sup>th</sup> day of June, 2013  
 Notary Public: *Jina Son*

SEAL



Subscribed and sworn before me

this 21<sup>st</sup> day of June, 2013  
 Notary Public: *Christina L. Wendlick*

SEAL



*exp. 5/13/17*



OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

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Cook County Board  
of Commissioners

EARLEAN COLLINS  
1st District

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2nd District

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3rd District

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4th District

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5th District

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6th District

JESUS G. GARCIA  
7th District

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BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

JOHN A. FRITCHEY  
12th District

LARRY SUFFREDIN  
13th District

GREGG GOSLIN  
14th District

TIMOTHY O. SCHNEIDER  
15th District

JEFFREY R. TOBOLSKI  
16th District

ELIZABETH ANN DODDY GORMAN  
17th District

**RADA Architects Ltd**

**AUG 15 2013**

August 7, 2013

Ms. Rada Doytcheva  
President  
Rada Architects, Ltd.  
233 North Michigan Avenue Ste. 2320  
Chicago, IL 60601

**Annual Certification Expires: August 7, 2014**

Dear Ms. Doytcheva:

Congratulations on your continued eligibility for Certification as a **WBE** by Cook County Government. This annual **WBE** Certification is valid until **August 7, 2014**.

As a condition of continued certification during this three (3) year period, you must file a "**No Change Affidavit**" within **sixty (60) days** prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for certification.

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

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

**PROFESSIONAL SERVICES: ARCHITECTURAL SERVICES**

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

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

Sincerely,

Jacqueline Gomez  
Contract Compliance Director  
JG/ehw

2014

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: Structure Designs Incorporated      Certifying Agency: CMS  
Address: 309 W. Washington St.: Ste. 325      Certification Expiration Date: October 1, 2016  
City/State: Chicago, IL      Zip 60606-3212      FEIN #: 52-2146853  
Phone: (312) 551-9780      Fax: (312) 551-9784      Contact Person: Olufemi A. Oladeinde  
Email: oao@structuredesignsinc.com      Contract #: \_\_\_\_\_

Participation:       Direct       Indirect

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

No     Yes - Please attach explanation.      Proposed Subcontractor: N/A

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

Field Investigations: Field Observations: Drafting Services  
\_\_\_\_\_  
\_\_\_\_\_

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

23%  
Payment net 30 days upon receipt from Cook County  
*(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.

*Olufemi A. Oladeinde*  
Signature (M/WBE)

Olufemi A. Oladeinde  
Print Name

Structure Designs Incorporated  
Firm Name

September 12, 2013  
Date

*Pete Nottleson*  
Signature (Prime Bidder/Proposer)

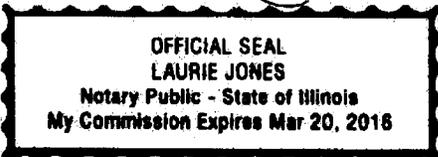
Pete Nottleson  
Print Name

Inspec. Inc.  
Firm Name

9-11-13  
Date

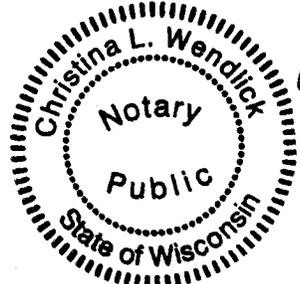
Subscribed and sworn before me  
this 12 day of September, 2013  
Notary Public: *[Signature]*

SEAL



Subscribed and sworn before me  
this 16<sup>th</sup> day of September, 2013  
Notary Public: *Christina L. Wendlick*

SEAL



*exp 5/13/17*



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5507

TONI PRECKWINKLE

PRESIDENT

Cook County Board  
of Commissioners

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2nd District

JERRY BUTLER  
3rd District

STANLEY MOORE  
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DEBORAH SIMS  
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12th District

LARRY SUFFREDIN  
13th District

GREGG GOSLIN  
14th District

TIMOTHY O. SCHNEIDER  
15th District

JEFFREY R. TOBOLSKI  
16th District

ELIZABETH ANN DODDY GORMAN  
17th District

August 13, 2013

Mr. Olufemi A. Oladeinde  
President  
Structure Designs, Inc.  
309 West Washington Street Ste. 325  
Chicago, IL 60606

**Annual Certification Expires: August 13, 2014**

Dear Mr. Oladeinde:

Congratulations on your continued eligibility for Certification as a **MBE** by Cook County Government. This annual **MBE** Certification is valid until **August 13, 2014**.

As a condition of continued certification during this three (3) year period, you must file a "**No Change Affidavit**" within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for certification.

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

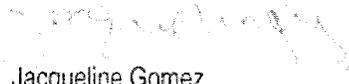
Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/ or Veteran Business Enterprise in the area(s) of specialty:

**PROFESSIONAL SERVICES: CIVIL & STRUCTURAL ENGINEERING**

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

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

Sincerely,

  
Jacqueline Gomez  
Contract Compliance Director

JG/ehw

2014

**APPENDIX D  
PROJECT SCHEDULE**

## **COOK COUNTY SCHEDULE (APPENDIX D)**

### **PHASE I (BASIC SERVICES)**

<b><u>Task</u></b>	<b><u>Duration</u></b>
1. Kick off meeting/project start	1 day
2. Existing conditions – document gathering	5 days (1 week)
3. Site recon prep and develop field work plan	5 days (1 week)
4. Field assessment, investigation, water testing, and infrared scans	60 days (8 weeks)
5. Prepare draft evaluation report	10 days (2 weeks)
6. Cook County draft report review/comment/meeting	10 days (2 weeks)
7. Final report	5 days (1 week)
8. Cook County authorization to proceed to Phase 2	TBD

### **PHASE II (ADDITIONAL SERVICES)**

<b><u>Task</u></b>	<b><u>Duration</u></b>
1. Preparation of design and repair documents for construction and estimate of probable costs	TBD
2. Construction administration	TBD
3. Construction close out	30 days (4 weeks)

#### **Notes:**

1. Project start date contingent upon receipt date of fully executed contract from Cook County.
2. Phase I schedule contingent upon site access at Cook County facilities.
3. Final task durations may be impacted/delayed dependent upon weather and temperature conditions.

**APPENDIX E  
FEE PROPOSAL**

**FEE PROPOSAL**  
**CONTRACT #13-88-12571**

The Proposal is structured in three parts: Basic Services, Reimbursable Expenses, and Additional Services. After the County accepts a proposal and the Contract is executed, a separate Purchase Order will be issued for each one of the three parts. Invoices against the Purchase Orders are governed by Article 6 of the County's Sample Agreement.

Services required by the RFP, the County's Agreement, and all Exhibits are incorporated by reference into the proposal. Exceptions in the Consultant's proposal, which are in opposition to, or deviate from, any County requirement, and that have not been proposed as an Exception to the Agreement, approved by the County and included in the executed Agreement, will not supercede or replace any County requirement.

The Proposer shall set forth its maximum Not to Exceed Fee for Services as itemized by the Parts and Phases shown below.

PROJECT: Countywide Windows Replacement Number-2 BID PKG. NO. N/A  
 PROPOSER: INSPEC, INC.

- A. **BASIC SERVICES** Fees itemized below will include all services required by the RFP, the County's Agreement, and all Exhibits. Specific references are for convenience only. NOT TO EXCEED

Critical Examination and Inspectional Services for Thermal and Moisture Infiltration at facilities fenestration Report.

**BASIC SERVICES TOTAL** (Final amount to be approved/determined by the County)

69,000.00  
~~49,000.00~~ PWW

- B. **REIMBURSABLE EXPENSES:** These expenses must be pre-approved in writing by the County for use and include document printing and distribution not already included in the Basic Services. The following pre-approved items are included under Reimbursable Expenses:

- Scaffolding and Swing Staging
- Independent Testing

(Final amount to be set aside for Reimbursable Expenses shall be approved/determined by the County)

10,000.00  
~~30,000.00~~ PWW

- C. **ADDITIONAL SERVICES:** Additional service charges must be pre-approved in writing by the County for use and prior to the service being performed. The items specifically noted below are included in the fee for Basic Services. Unit fees requested below will govern the cost for any additional work required above and beyond that required in Basic Services. The following pre-approved items are included under Additional Services:

- Preparation and design of repair documents for construction.
- Provide Detail Cost Estimate for repair documents.
- Provide Construction Administration during construction phase.
- Provide Closeout Documents

(Final amount to be set aside for Additional Services shall be approved/determined by the County) \$80,000.00

**TOTAL CONTRACT AMOUNT** \$ 159,000.00

**APPENDIX F**  
**INSURANCE CERTIFICATES**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/24/2013

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc.  3600 American Boulevard West Suite 500 Bloomington, MN 55431 Janelle Harms	1-952-358-7500	CONTACT NAME: Janelle Harms	
		PHONE (A/C, No, Ext): 952-358-7516 FAX (A/C, No):	
		E-MAIL ADDRESS: janelle_harms@ajg.com	
INSURED Inspec, Inc.  5801 Duluth Street  Golden Valley, MN 55422	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: GENERAL CAS CO OF WI		24414
	INSURER B: ACCIDENT FUND INS CO OF AMER		10166
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**

CERTIFICATE NUMBER: 35877495

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CCI0447403	11/15/12	11/15/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CCA0447403	11/15/12	11/15/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CCU0447403	11/15/12	11/15/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCV8005840	11/15/12	11/15/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Cook County, its officials, employees and agents are added as additional insured regarding general liability coverage if required in a written contract per form #: CG81550309 and automobile liability coverage if required in a written contract per form #: CA79100110 provided the contract was executed prior to loss.

Re: Re: RFP #1388-12571 County Wide Window Replacement Package No. 2

**CERTIFICATE HOLDER**Cook County  
  
118 North Clark Street  
  
Chicago, IL 60602

USA

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Wes Van Der Voort*

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ACORD 25 (2010/05)  
janharm  
35877495

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**APPENDIX G**

**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENTS**

**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.



## CERTIFICATIONS (SECTION 4)

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

### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

### B. BID-RIGGING OR BID ROTATING

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

### C. DRUG FREE WORKPLACE ACT

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

**D. DELINQUENCY IN PAYMENT OF TAXES**

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

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
<u>N/A</u>	

**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:

8618 West Catalpa; Suites 1109-1110

Chicago, IL 60656

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

Yes: \_\_\_\_\_ No:   X  

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

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

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

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

**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

### Identifying Information:

Name INSPEC, INC. D/B/A: \_\_\_\_\_ EIN NO.: 410997830

Street Address: 8618 West Catalpa, Suites 1109-1110

City: Chicago State: IL Zip Code: 60656

Phone No.: 773-444-0206

### Form of Legal Entity:

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
Micheal Remington	5322 Mayview Rd.; Minnetonka, MN 55345	17%
Pete Nottleson	5118 Erie St.; Racine, WI 53403	15.2%
Gary Patrick	6740 Lakewood Dr.; Albertville, MN 55301	11.6%
Debra Patrick	6740 Lakewood Dr.; Albertville, MN 55301	5.1%

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
N/A		

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

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

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

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

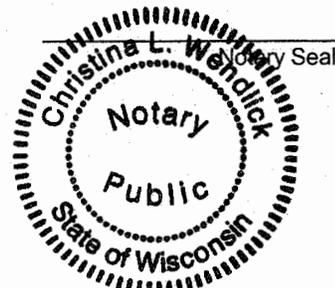
Don Kilpatrick  
Name of Authorized Applicant/Holder Representative (please print or type)  
[Signature]  
Signature  
dkilpatrick@inspec.com  
E-mail address

Associate  
Title  
6/26/13  
Date  
773-444-0206  
Phone Number

Subscribed to and sworn before me this 20<sup>th</sup> day of June, 2013.

My commission expires: 5/13/17

x Christina L Wendlich  
Notary Public Signature



**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: Don Kilpatrick Title: Associate  
Business Entity Name: INSPEC, INC. Phone: 773-444-0206  
Business Entity Address: 8618 West Catalpa, Suites 1109-1110; Chicago, IL 60656

\_\_\_\_\_ 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.**

 6/26/13  
Owner/Employee's Signature Date

Subscribe and sworn before me this 26<sup>th</sup> Day of June, 2013

a Notary Public in and for Milwaukee County  
Christina L Wendlich  
(Signature)

NOTARY PUBLIC  
SEAL

My Commission expires 5/13/17

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



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

**SIGNATURE BY A CORPORATION**  
**(SECTION 9)**

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

BUSINESS NAME: INSPEC, INC.

BUSINESS ADDRESS: 8618 West Catalpa; Suites 1109-1110  
Chicago, IL 60656

BUSINESS TELEPHONE: (773) 444-0206 FAX NUMBER: (773) 444-0221

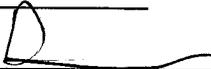
CONTACT PERSON: Eben Smith

FEIN: 410997830 \*IL CORPORATE FILE NUMBER: \*See attached Cert. of Good Standing

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Mike Remington VICE PRESIDENT: Pete Nottleson

SECRETARY: Gary C. Patrick TREASURER: Mike Remington

\*\*SIGNATURE OF PRESIDENT: 

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

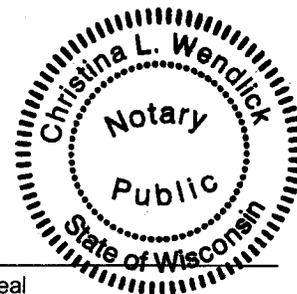
Subscribed and sworn to before me this  
26<sup>th</sup> day of June, 2013.

x   
Notary Public Signature

My commission expires:

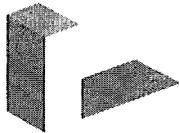
5/13/17

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.



INSPEC

Smart engineering of  
roofs, walls, pavements  
and waterproofing

June 20, 2013

Shannon E. Andrews – Acting Chief Procurement Officer  
Office of the Chief Procurement Officer  
118 N. Clark Street  
Room 1018  
Chicago, IL 60602

Re: Inspec Signatory Authority  
Countywide Window Replacement Package Number-2  
Task Order Request  
RFP # 13-88-12751

Dear Ms. Andrews:

As an Associate of Inspec, Inc. Don Kilpatrick has the approval and authorization to represent the company and sign all pages necessary within the submittal package for RFP # 13-88-12751.

Thank you for your consideration regarding this project and we look forward to providing our services to Cook County for this and other future opportunities.

Sincerely,  
INSPEC

Michael D. Remington, P.E.  
President

MDR/dar

5801 Duluth Street  
Minneapolis, MN 55422  
Ph. 763-546-3434  
Fax 763-546-8669

Chicago

Milwaukee

Minneapolis

[www.inspec.com](http://www.inspec.com)

**Office of the Minnesota Secretary of State  
Certificate of Good Standing**

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name: Inspec, Inc.  
Date Filed: 03/22/1974  
File Number: 2K-536  
Minnesota Statutes, Chapter: 302A  
Home Jurisdiction: Minnesota

This certificate has been issued on: 06/20/2013

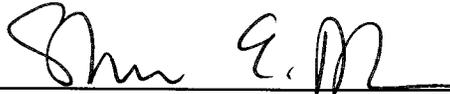


*Mark Ritchie*

Mark Ritchie  
Secretary of State  
State of Minnesota

COOK COUNTY SIGNATURE PAGE  
(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 8 DAY OF OCTOBER, 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  
1388-12751

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 159,000.00  
(DOLLARS AND CENTS)

FUND CHARGEABLE: 72021662.565140.4111

APPROVED AS TO FORM:

**NOT REQUIRED**

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

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

OCT 02 2013

COM \_\_\_\_\_