CONTRACT FOR PROFESSIONAL SERVICES
COOK COUNTY DOCUMENT NO. 1428-13300

PROFESSIONAL ARCHITECTURAL ENGINEERING SERVICES

FOR

THE NEW CHILDREN'S ADVOCACY ROOMS AT THE ROLLING MEADOWS COURTHOUSE & CRIMINAL COURT BUILDING (CCB)

Between

OFFICE OF CAPITAL PLANNING & POLICY

AND

KOO & ASSOCIATES, LTD

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

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PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF COOK, ILLINOIS
AND KOO & ASSOCIATES, LTD

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 Koo Associates, LTD (herein referred to as the "***Consultant***") pursuant to authorization by the Chief Procurement Officer of Cook County attached hereto as Appendix A. This Agreement provides for professional services for the following project: A/E SERVICES FOR NEW CHILDREN'S ADVOCACY ROOMS AT THE ROLLING MEADOWS COURTHOUSE & CRIMINAL COURT BUILDING (CCB) and Sprinkler System Design which is defined and described in Appendix B.

The County and the Consultant agree as set forth below.

ARTICLE 1

DEFINITIONS; TERM; CONSULTANT'S GENERAL DUTIES AND OBLIGATIONS

1.1 DEFINITIONS

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

1.1.1 ***"Agreement"*** means this Professional Services Agreement between the County and the Consultant for architectural/engineering services as herein stated in connection with the Project, together with the following Appendix and attachments incorporated herein by this reference: Appendix A, Board Authorization Letter; Appendix B, Scope of Services; Appendix C, Key Personnel; Appendix D, Subcontractors/Compliance Plan; Appendix E, Project Schedule; Appendix F, Fee Proposal; Appendix G, Insurance Certificate; Appendix H, Economic Disclosure Statement and Execution Documents.

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

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

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

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

1.1.6 ***"Construction Change Directive" or "CCD"*** means a document used to obtain cost information from the Contractor for an immediate change and/or modification to the contract documents. Generally a field directed change.

1.1.7 ***"Construction Documents"*** means the drawings and specifications setting forth in detail the requirements for the construction of the Project, and all other Contract Documents issued for construction.

1.1.8 ***Construction Management Administrator" or "CMA" or "Owner's Construction Representative" or "OCR ,*** if applicable to this project, means the entity retained by the County to provide comprehensive oversight of the entire construction process and other responsibilities as defined herein.

1.1.9 ***"Contract Documents"***, with respect to any Contract for Construction, means the Contract for Construction, Conditions of the Contract (including General, Supplementary and other Conditions),

Drawings, Specifications, Addenda issued prior to the entry into the Contract for Construction, all documents incorporated by reference as part of the Contract for Construction and any changes or modifications to the Contract for Construction.

1.1.10 ***"Contract for Construction"*** means an agreement between the County and any Contractor for the construction activities of the Project.

1.1.11 ***"Contractor"*** means the contractor retained by the County for the construction activities of the Project. In the event this Work includes more than one bid package, the term also refers to providers and installers of medical equipment and furniture, fixtures, equipment or other items/services independent of the Contract for Construction.

1.1.12 ***"Cost Loaded Schedule"*** means a schedule estimating the duration in months of the Consultant's Services with its related fees from the Notice to Proceed Date through Final Completion which schedule will identify and itemize, and assign a dollar amount to each of the CMA's activities, the sum of which will aggregate the compensation for Basic Services as set forth in Section 6.1. The Cost Loaded Schedule is for the County's budget reporting only and is not the basis of compensation, which is subject to the requirements of Section 6.1.

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

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

1.1.15 ***"Design Development Documents"*** is defined in Section 2.4.

1.1.16 ***"Design Development Phase"*** means the stage of Basic Services during which the Schematic Design Documents are detailed and developed, as described in Section 2.4.

1.1.17 ***"Final Completion"*** means all aspects of the Project are complete, including all punch list items and corrective work, any Warranty Materials allowed to be provided after Substantial Completion pursuant to the Contract for Construction have been delivered, all Project Closeout Items have been provided, and the Contractor's final payment application has been reviewed and certified by the Consultant, verified by the CMA (if applicable) approved by the County. Final Completion will not be deemed to have occurred until the date upon which Consultant certifies in writing that all aspects of the Project are complete and delivered, including all punch list items and corrective work, all Warranty Materials have been delivered, and the Contractor's final payment application has been approved by the County and the Consultant items noted in this Section 1.1.17. In the event the Project includes more than one (1) bid package, Post Construction services to be provided by the Consultant and required by this Agreement will begin upon Final Completion of the last bid package included in the Project.

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

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

1.1.20 ***"Project"*** means the construction, furnishing and equipping of the facility and ancillary improvements as more fully defined and described in Appendix B.

1.1.21 ***"Project Closeout"*** means a certificate of Final Completion has been issued by the Consultant, or the CMA if applicable, and all documentation required of the Contractor or the Consultant has been provided to the County as required by their respective contracts.

1.1.22 ***"Project Closeout Items"*** means, but is not limited to, all the following items, which are to be provided by

the Contractor to the Consultant for delivery to the County: all construction photographs, including negatives or digital format, as applicable; a copy of the final approved Time Schedule; the as-built mark-

ups required under the Contract for Construction; any and all keys and tools required by the Contract for Construction; and any and all keys to County facilities which are in Contractor's possession or in possession of its sub-contractors, and any of their employees.

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

1.1.24 ***"Project Documents"*** is defined in Section 1.5.10.

1.1.25 ***"Proposal Request", "PR" or*** means a document used to obtain cost information from the Contractor for work items proposed to be added to or deducted from the project that were not included in the original Contract Documents but are required to complete the Work, add or delete items from the Work or change parts of the Work.

1.1.26 ***"Responsibility Matrix"*** means a schedule which addresses and identifies all active roles for key individuals involved in the Project.

1.1.27 ***"Schedule"*** means a Critical Path Method of scheduling of all Project activities and Milestones to be prepared by the Consultant pursuant to Section 2.1.11. The Schedule to be prepared by the Consultant pursuant to this Agreement is distinct from the schedule for construction activities, which will be prepared by the Contractor after selection and will be referred to as the "Construction Schedule."

1.1.28 ***"Schematic Design Documents"*** will have the meaning set forth in Section 2.3.

1.1.29 ***"Schematic Design Phase"*** will be the stage of the Project during which Schematic Design Documents are developed, as described in Section 2.3.

1.1.30 ***"Services"*** will mean the Basic Services, Additional Services and any other services to be provided by the Consultant under this Agreement.

1.1.31 ***"Set"*** will have the meaning set forth in Section 2.6.1.

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

1.1.33 ***"Statement of Construction Cost"*** means the total actual cost of construction, inclusive of all approved change orders, as updated from time to time and accepted by the County.

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

1.1.35 ***"Substantial Completion,"*** **"substantial completion", "Substantially Complete"** or **"substantially complete,"** means the Work or designated portion of the Work is sufficiently complete, in accordance with the Contract Documents, such that the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, and Contractor has delivered the Warranty Materials to the extent required by the Contract for Construction. Substantial Completion will not be deemed to have occurred until (i) the Contractor has provided or completed all of the pre-requisites for the Owner to occupy or utilize the Work as intended, including the provision of all training, manuals, drawings and documents required for the Owner to start occupying, operating and maintaining the Work, (ii) approval for the Work to be occupied has been issued by the appropriate government authorities, and (iii) the CMA, if applicable, in coordination with the Consultant issues a Certificate of Substantial Completion setting forth the Date of Substantial Completion, and signed by all parties indicated on the Certificate, including the County.

1.1.36 ***"Supplemental Instructions" or "SI"*** means written instructions or clarifications from the CMA or the AOR to the Contractor to supplement the Contract documents. Supplemental Instructions are not used to change the contract price or time.

1.1.37 ***"Warranty Materials"*** means the documentation to be gathered, placed in binders and turned over to

the Consultant by the Contractor for delivery to the County, which will include two (2) sets (or such greater number as may be required in the Technical Specifications) of all manufacturers' warranties, operating manuals, service manuals, instructions and schedules necessary for the Owner's proper operation of all building systems, equipment and special materials requiring them.

1.1.38 ***"Work"*** means the construction activities of the Project.

1.2 EFFECTIVE DATE; TERM

The Effective Date of this Agreement is the date that the County's CPO approves the Agreement. The Contract is effective for twelve months after execution by the CPO with one year renewal option. 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. This Contract will terminate after the period specified under Article 2.9 – Post Closeout Services, in Section 2.9.3-Services Following Project Closeout; not withstanding any disputes and/or legal action.

1.3 GENERAL DESCRIPTION OF DUTIES

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

1.4 SCOPE OF SERVICES

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

1.5 CONSULTANT'S GENERAL AGREEMENTS

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

consultant throughout the United States under the same or similar circumstances involving projects of similar size and complexity to the Project.

1.5.2 **Government and Other Standards.** The Consultant will be responsible for designing the Project and conforming the Project Documents it prepares in accordance with the following government and other standards (the "***Government and Other Standards***"): applicable federal, state and local laws, statutes, codes, ordinances, rules, regulations, orders and other legal requirements which relate to the construction, use and occupancy of the Project, including but not limited to zoning, building, environmental and health codes and regulations, site and easement restrictions, permit, licensing, certification and accreditation guidelines.

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

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

1.5.5 **Specific Requirements for Correction of Documents.** Where the Project Documents prepared by the Consultant are not in conformity with the Government and Other Standards in existence at the time of issuance of a building permit, the Consultant will modify the Project Documents at no additional charge to the County. The Consultant will promptly notify the County in writing if any of the Project Documents need to be modified to be in compliance with Government and Other Standards currently in existence or adopted at any time prior to the issuance of all permits, approvals, licenses, accreditation and certifications needed for the construction, use and occupancy of the Project. The Consultant will also promptly notify the County in writing of any conflicts between the Government and Other Standards applicable to the construction, use and occupancy of the Project and its proposed resolutions of such conflicts.

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.

Key Personnel. The Consultant has provided to the County a list of individuals whom it will use on the Project, a copy of which is attached as Appendix **C** (***"Key Personnel"***). The Consultant will set forth in **Appendix C and F** a description, in reasonable detail, of the assignment, current hourly rate, qualifications, disciplines, areas of expertise and, as applicable, State of Illinois license or registration numbers of each of the Key Personnel. Appendix **C** will also identify those Key Personnel who are employees or principals of sub-consultants identified pursuant to Section 1.5.9 below, setting forth the

same information as required of its own employees and identifying the sub-consultant with which such individual is affiliated. The Consultant will not make any change or reassignment of Key Personnel and will not make any change to the hourly rates for such personnel, without prior notice to and prior acceptance by the County. In the case that any of the Key Personnel will not at any time be able to perform his or her assigned function as described in this Agreement, the Consultant will promptly give written notice thereof to the County and furnish an alternate individual in replacement of any such Key Personnel which alternate individual will be acceptable to the County and will thereafter be subject, as one of the Key Personnel, to the provisions of this Section 1.5.8. The County may, at any time, give written notice to the Consultant requesting the removal of any of the Key Personnel or any of the Consultant's other assigned personnel from the Project. Upon receipt of such notice, the Consultant will forthwith remove such Key Personnel or other assigned personnel and furnish to the County other acceptable personnel, which personnel will thereafter be subject to the provisions of this Section.

1.5.8 **Subcontracts.** The Consultant proposes to enter into subcontracts with the sub-consultants it has identified in Appendix **D** for services to be provided pursuant to this Agreement. No other sub-consultants may be retained by the Consultant without prior notice to and prior acceptance by the County and no change in any of the Key Personnel identified in attached Appendix **C** 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 **D** 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.

1.5.9 **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.

1.5.10 **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.

1.5.11 **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.

1.5.12 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.

1.5.13 **Consultant's Work Restrictions.** The Consultant is expressly prohibited and restricted from serving as a general contractor or subcontractor in any other aspect of the Project, including but not limited to serving as a construction manager or general contractor for the Project, and serving as a subcontractor or prime contractor for the construction manager or general contractor.

1.5.14 **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.

1.5.15 **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.

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

1.5.17 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.

1.5.18 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.

1.5.19 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.

1.5.20 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 this Article 2.

2.1 GENERAL

2.1.1 Project Documents; Deliverables.

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

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

Project Documents.

2.1.1.3 ***Submittals/Deliverables.*** Any and all document submissions/deliverables required to be produced by the consultant pursuant to this Agreement shall be delivered to the Project Director. The Consultant shall as part of its Basic Services and not as Reimbursable Expenses, submit six (6) hard copies and one (1) copy in PDF format of written report-type submissions/deliverables. As part of Basic Services and not as Reimbursable Expenses, the Consultant shall submit six (6) copies of all drawing-type submissions/deliverables, one (1) copy in PDF format and one (1) copy in original dwg (CAD) file of all drawing-type submissions/deliverables. If more than the required six (6) copes, of submissions/deliverables described in this Section 2.1.1.3. are requested by the County, then only such additional copies shall be reimbursed as Reimbursable Expenses, if submitted in accordance with Section 6.3. Where approval or acceptance is required on the part of the County of such submission/deliverable, the Project Director shall, in accordance with Section 4.1 be responsible for notifying the Consultant whether such submission deliverable is accepted or approved by the County. The County reserves the right to revise these procedures, as it deems necessary. Any such revisions shall be effective up receipt of written notice thereof from the County to the Consultant.

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

2.1.3 **Monthly Progress Reports.** Throughout the term of this Agreement, the Consultant will prepare monthly progress reports which relate to the complete Project status. The monthly progress reports will include such records and information are requested by the County, but will include, as a minimum, the following: (a) updated site plan and photos; (b) the most recently accepted Schedule for the Project; (c) status of compliance with Government and Other Standards, and an updated copy of the checklist described in Section 2.1.8; (d) activities completed since the last report; (e) items pending since the last report (f) projected progress; (g) outstanding decisions required from others; (h) change order summary; (i) a lien claim summary; (j) a list of known defects and status of corrections taken; (k) a list of any known problems that may have a material, adverse impact on the design, construction or cost of the Project; and (l) and all matters of which the Consultant believes the County should be aware. Monthly progress reports will be provided to the County once a month and no later than seven (7) days after the end of the calendar month considered in such report. Monthly Progress Reports may not contain more than one month in a report.

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

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

2.1.4.2 ***Detailed Cost Estimates.*** The Consultant will prepare detailed cost estimates and, based on the cost estimates, update its Statement of Probable Cost at the completion of the following stages: (a) completion of Programming/conceptual Design; (b) completion of 100% Design Development Phase; (c) completion of 50% ***Contract Documents;*** (d)

completion of 95% Contract Documents; and (e) completion of 100% Contract Documents.

2.1.5 **Coordination with Other Professionals.** The Consultant will coordinate with the County's other design and engineering professionals hired for the Project whose services are not included in the scope of Basic Services for the Consultant.

2.1.6 **Presentations.** The Consultant will be responsible for attending and making presentations at various meetings, including County Board, County committee and community group meetings, in order to inform and advise County officials and the public on the status of the Project.

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

2.1.8 **Checklist of Government and Other Standards**. ***Prior to the commencement of the Schematic Design Phase***, the Consultant will identify all governmental agencies having statutory or regulatory authority over the Project and prepare a checklist of Government and Other Standards, including all permits and approvals required for the completion of the Project, which relate to the construction, use and occupancy of the Project. The Consultant will provide such checklist to the County, and will update the checklist during the course of the Project.

2.1.9 **Preliminary Permit Approvals.** While it is the responsibility of the appropriate Contractor to obtain building permits required for this Project, it is the responsibility of the Consultant to obtain written approvals from the appropriate governmental authorities, 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 the Bidding/Negotiation Phase.

2.1.10 **Assistance with Permits**. The Consultant will assist the County and its consultants and Contractor in the obtaining of all necessary permits and approvals for the Project. In connection therewith, the Consultant will: (a) for the approval of the County, prepare or make changes to such Project Documents as are needed to obtain all permits, approvals, licenses, accreditation and certifications needed for the Project and the construction, use and occupancy of the Project; (b) assist the County in connection with the County's responsibility for filing documents required for the issuance of such permits, approvals, licenses, accreditation and certifications; and (c) as requested by the County, attend and participate at hearings before such governmental authorities and other agencies as may be needed to obtain such permits, approvals, licenses, accreditation and certifications. The Consultant's responsibilities under this Section will continue throughout the term of this Agreement. For Projects sited in the City of Chicago, the Consultant will have additional responsibilities as to building permits, which are specifically outlined in Section 2.6.2.

2.1.11 **Schedule.** Prior to the commencement of the Schematic Design Phase, the Consultant will prepare and submit for the County's review and approval, a ***Schedule*** for all related management, design, construction and other Project activities. The reflection of construction activities and durations will be preliminary, since the Contractor, once the Contract is awarded, will be submitting a construction schedule for review and approval by Consultant and County.

2.1.11.1 ***Milestones.*** The Schedule will identify key ***Project Milestones***, durations and completion dates and will address appropriate County review periods. The Consultant will prepare refinements, with reasonable explanation therefore, of its Schedule detailing and coordinating component elements of design responsibility as well as other aspects of Project related activities.

2.1.11.2 ***Other Specific Schedule Requirements.*** The Consultant will prepare the Schedule so that it: (a) 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; (b) is consistent with building design and construction industry customs and practices in and about Cook County, Illinois and with the County's practices and procedures; and (c) is consistent with the other schedules developed and accepted by the County for this Project.

2.1.11.3 ***Adherence to Schedule.*** Time limits established by the Schedule will not, except for reasonable cause or following written approval, which approval will not be unreasonably withheld, be exceeded by the Consultant or the County. The Consultant's services will be performed in accordance with the Schedule and as expeditiously as is consistent with the Standard of Care and the orderly progress of the Work. Once the Contractor's Time Schedule is approved, the Time Schedule will govern the construction activities of the Project, and the Consultant will utilize the Time Schedule in administering the Contract Documents during the construction phase. From and after approval of the Time Schedule, references in this Agreement to the "Schedule" will be deemed to refer to the Time

Schedule. The Consultant is not responsible for updated the Time Schedule, but will review updates and advise the County on updates to the Time Schedule.

2.1.11.4 ***Notice of Failure ta Adhere to Schedule.*** Once the Schedule and the Time Schedule are 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 or the Time 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 or the Time Schedule.

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

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

2.2 PROGRAM PHASE

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

2.2.1 Review Project Requirements. The Consultant will review the needs and requirements of the Project based on site investigations and any available information provided by the County and will obtain and review such additional information which the Consultant deems necessary or useful in the performance of its duties and obligations under this Agreement. The Consultant will coordinate and conduct interviews with designated representatives from the User Agencies under the auspices of the Office of Capital Planning and Policy. During this phase, the Consultant will gather and compile all relevant data required to set forth the objectives for the design of the Project. This will include but not be limited to number and type of users, net and gross space analyses, an itemization of rooms required, their sizes and function, technical, MEP, HVAC, IT, telecommunications, security, equipment, energy usage and requirements, LEED, sustainability, other green objectives, special challenges, limitations and all other necessary criteria and requirements of the Project. The Consultant will organize the results into a comprehensive Program, including relationship and flow diagrams and include an estimate of probable cost with the 100% Program Phase Report.

2.2.2 **Information to Be Provided by County.** The County will provide the Consultant with the relevant documentation and information pertaining to the Project that the County has in its possession to facilitate the Consultant's review of Project needs and requirements and will reasonably cooperate with the Consultant with respect to such review.

2.2.3 **Site Visits.** The Consultant will have the appropriate personnel perform such site visits to the Project site as are necessary such that the Consultant and Subconsultants become thoroughly familiar with the Project site and its surroundings and make all reasonable efforts to verify the accuracy of any County "as-built" drawings related to the Consultant's work. In the event such "as-built" drawings do not exist, the Consultant will make all reasonable efforts to determine existing site conditions, including requirements for asbestos removal and abatement plans. Invasive investigations (above and beyond any such investigations included in Basic Services pursuant to Appendix **B** will not be required unless recommended by the Consultant and accepted by the County as Additional Services.

2.2.4 **Recommend Additional Studies.** In connection with such site visits, the Consultant will correlate its observations with all the requirements of this Agreement and determine whether any studies not already specified as part of the Consultant's Basic Services, including, without limitation, soil, environmental, flood plain, utility and traffic analyses, and any surveys and title searches are required by law or by the requirements of the Project and will advise the County in writing of its determination.

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

2.2.6 **Consultant's Statement of Scope.** The Consultant will confirm in writing its understanding of the scope of the Project, analyze all potential issues and provide a statement that the information provided by the County and obtained by the Consultant from other sources is complete enough to begin design services, and if such information is not complete enough, the Consultant will identify and procure any information necessary to enable the Consultant to begin design services. In the event the Consultant is unable to procure the information it requires to commence design services or the cost to procure such information is excessive, the Consultant will advise the County of such facts and the County may either procure such information for the Consultant or direct the Consultant to proceed without such information if the County deems that such information is non-essential. Such review will be submitted to the County in the form of a written report which will include, among other things, a detailed identification of the information relied upon by the Consultant, and will be submitted to the County within 30 days after the Effective Date of this Agreement.

2.2.7 **Program Analysis Report.** The Program Analysis Report will serve as a basis for the design logistics of the Project. The Consultant will, after consultation with the County and based on the program development described in Section 2.2, determine design objectives, flexibility, expandability, limitations and design criteria. The Consultant will prepare, for review and approval by the County, a Program Analysis Report containing the recommended Project criteria supplemented by all other information deemed necessary by the Consultant and the County to form a complete basis for the Project design logistics. The Consultant will upon notice from the County correct any weaknesses and inconsistencies in the Program Analysis Report as it relates to the Project and submit a revised report.

2.2.8 **Conditional Approval of the Program Analysis Report.** The Consultant will obtain the County's conditional approval for the Program Analysis Report prior to proceeding to the Schematic Design Phase. Failure to do so will not relieve the Consultant from any responsibility or revision required for this service. The Program Analysis Report will not constitute or be construed to be a system design of any type and the acceptance and approval of a Program Analysis Report by the County will not constitute an approval of

such.

2.3 SCHEMATIC DESIGN PHASE

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

2.3.1 **Preliminary Circulation Plan.** The Consultant will develop a preliminary Circulation Plan which sets forth the access, delivery and removal and storage of materials on the Project site for ingress and egress. The Consultant will provide Schematic design phase services as required for the preliminary development of the Circulation Plan.

2.3.2 **Schematic Design Progress Meetings.** The Consultant will schedule and conduct design review meetings every two (2) weeks and other meetings as needed with the County and such of the County's consultants as appropriate, and will provide minutes of all such meetings to all participants within five days of each meeting. Times, dates and locations of meetings will be subject to approval by the County.

2.3.3 **100% Schematic Design.** Upon the County's conditional approval of the Programming documents, the Consultant will prepare the 100% Schematic Design Documents which will further refine the general arrangements and other components to assure functionality and compliance with the Program needs.

2.3.4 **Detailed Cost Estimates.** The Consultant will update its Statement of Probable Cost at the completion of Programming

2.3.5 **Continuation of Schematic Design Services.** The Consultant's responsibilities under this Schematic Design Phase will continue through the end of the Bidding/Negotiation Phase. Should it become apparent during a later phase, up to and including the Bidding/Negotiation Phase that an error or omission was made by the Consultant during this phase, the Consultant will provide all corrections required to all documents without further renumeration from the County.

2.3.6 **Conditional Approval of Schematic Design Phases.** The Consultant will obtain the County's conditional approval for the Programming submittal prior to proceeding to the 100% Schematic Design phase and approval for the 100% Schematic Design submittal prior to proceeding to the Design Development. The Schematic Design Phase is intended to establish the general layout, scales, components and their relationships as enumerated in Section 2.3 and generally established industry practice. The County's

review and conditional approval of Schematic Design concepts will not constitute or be construed to be an acceptance or approval of any specific system design.

2.4 DESIGN DEVELOPMENT PHASE

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

2.4.1 **Development: Minimum Requirements**. The Design Documents will minimally consist of drawings and other documents to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical, electrical, fire protection and life safety engineering components, security features, materials and such other elements as may be appropriate. The design documents will include cross referenced sections, details and plans, column lines, equipment clearances and dimensions for finished rooms, corridors, building and other components, elevations, design details, sections and plans and all other information required to adequately convey the scope of work. The Consultant will make any adjustments authorized by the County in the Program, Schedule or the Budget,

2.4.2 **Revisions to Conform to County Approvals.** As part of Basic Services and at no additional charge to the County, the Consultant will prepare such revisions to the Design Development Documents as the County may request if the documents deviate from approvals given by the County. The Consultant will be compensated if the County requests changes that are contrary to previous approvals and substantially increase the scope of the Project. The Consultant will prepare the Design Development Documents so that such are in conformance with the Budget.

2.4.3 **Phasing.** The Design Development Documents will specifically address any phasing requirements of the Project, and the design will be directed to minimizing both construction and operating costs.

2.4.4 **Continuation of Information Gathering.** The Consultant will continue to meet and consult with the County for purposes of developing and obtaining information deemed necessary for preparation of the Design Development Documents and to inform the County of the status and progress of such Design Development Documents.

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

2.4.6 **Choice of Materials.** The Consultant will design the Project with materials and equipment it determines from its knowledge and experience to be in the best economic interest of the Project; provided, however that the County will have the authority to direct the Consultant to utilize specific materials or equipment for the Project design, as long as such equipment or materials conform to the Budget. The County may request changes in texture, finish or materials affecting the appearance, decoration or utility of the Project. If during the course of design or construction, the Consultant becomes aware of conditions which make material, equipment or labor unavailable or which will materially affect the supplies thereof; the Consultant will so advise the County so that appropriate planning may be considered.

2.4.7 **Coordination with Information Technology.** The Consultant will coordinate its design for the Project with the County's selections of telephone, data communications, audiovisual, security and computer systems.

2.4.8 **Long Lead Items.** The Consultant will identify and prepare a schedule for the procurement of long lead items. In preparing this schedule, the Consultant will coordinate with the County for the method of purchase for timely delivery of such long lead items.

2.4.9 **Detailed Cost Estimates.** The Consultant will update the Statement of Probable Cost at the completion of 100% Design Development documents, , in accordance with Section 2.1.5.3.

2.4.10 **Conditional Approval of Design Development Documents.** The Consultant will obtain the County's conditional approval for the100% Schematic Design submittal prior to proceeding to the 100% Design Development Document phase and approval for the 100% Design Development Document Phase prior to proceeding to the Construction Documents Phase.. The County's review and conditional approval of Design Development Documents will not constitute or be construed to be an acceptance or approval of any specific system design where the County is required to rely upon the Consultant's knowledge for such design.

2.5 CONSTRUCTION DOCUMENTS PHASE

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

2.5.1 **Construction Documents.** The Construction Documents will include drawings and specifications setting forth in detail the requirements for the construction of the Project, as well as cost estimates updated for the appropriate stage of completion. During the Construction Documents Phase, the Consultant will periodically, as necessary to keep the County fully advised of the status of the Consultant's work, issue to the County progress drawings and individual specification sections for the Project.

2.5.2 **County's Option to Contract Early.** In order to minimize construction problems and change orders, Consultant's standard practice requires the completion of detailed working drawings prior to bidding and entering into firm construction contracts. However, the County may choose to accelerate the completion of the Work so that it is completed in a shorter time period than would normally be required, and therefore, may choose to issue Bid Documents prior to completion of final Contract Documents. The County understands that if construction or furnishings contracts are let prior to the completion of final Contract Documents, there may be increases in costs and change orders caused by the difficulty of coordinating Construction Documents and the inability to make various decisions until after early bids are received and some construction undertaken.

2.5.3 **Preparation of Special Conditions.** The Consultant will also prepare for the County's review and approval, special conditions for inclusion in the Contract Documents. If the site will continue to be occupied during the Work, the special conditions will include requirements for the phasing of the Project to accommodate the performance of work while the site continues to be occupied and operated. If this is the case, the occupancy requirements are more fully described in Appendix **B**.

2.5.4 **Construction Phase Weekly Progress Meetings.** The Consultant will continue to meet every two (2) weeks and consult with the County for purposes of developing and obtaining information deemed necessary for the preparation of the Construction Documents and to inform the County of the status and progress of such Construction Documents.

2.5.5 **Preparation of Bid Documents.** The Consultant will prepare the necessary bidding information, documents, specifications, bidding forms and the conditions of the Contract for the Contract Documents and make any revisions required after review for by the County.

2.5.6 **Correction of Construction Documents.** The Consultant will promptly upon notice or discovery make necessary revisions or corrections of errors, omissions, ambiguities or inconsistencies in the Construction Documents, at no additional charge to the County.

2.5.7 **Detailed Cost Estimates.** The Consultant will update the Statement of Probable Cost at the 50 % completion of Contract Documents and 100% completion of Contract Documents, in accordance with Section 2.1.4.2.

2.5.8 **Conditional Approval of Construction Documents.** The Consultant will obtain the County's conditional approval for the 50% Construction Documents submittal prior to proceeding to the 95% Construction Documents and approval for the 95% Design Construction Documents prior to proceeding to the 100% Construction Documents. The County's review and conditional approval of the Construction Documents will not constitute or be construed to be an acceptance or approval of any specific system design, details or specifications where the County is required to rely upon the Consultant's knowledge for such design.

2.6 **BIDDING/NEGOTIATION PHASE**

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

2.6.1 **Printing Bid Documents.** The Consultant will provide electronic bidding documents (on CD in PDF format) for the use of prospective bidders. The Consultant will provide **TWENTY-FIVE (25)** Sets of electronic bidding documents as part of Basic Services. If more than the foregoing twenty-five (25) Sets are requested by the County, then only such additional Sets may be reimbursed as Reimbursable Expenses, if documented in accordance with Article 6. A "***Set***" of bidding documents will be defined as one (1) copy of Volume I (Instructions to Bidders; General Conditions; Special Conditions; Miscellaneous and Execution Forms), one (1) copy of Volume II (Specifications) and one (1) Set of Drawings. Additionally, as part of the Basic Services, the Consultant will provide four (4) complete, printed record bid Sets to the County. Each "record bid set" will be defined as one (1) copy of Volume I, one (1) copy of Volume II, one (1) copy each of all additional volumes of technical and other specifications, and one (1) copy of the drawing Set. Additionally, the Consultant will provide one (1) electronic copy (on CD or flash drive in PDF format) of the record bid set to the County. ***All costs of printing specified in this Section are included in Basic Services and are not Reimbursable Expenses.***

2.6.2 **Evaluation of Bids.** Following the County's approval of the Construction Documents, the Consultant will: assist the County in soliciting bids; coordinate and issue documents; evaluate and make recommendations on proposed substitutions; attend pre-bid conferences; answer all questions regarding the interpretation of documents; prepare and issue all addenda necessary to clarify documents; and assist in the review and evaluation of bids and recommend contract awards.

2.6.3 **Application for Building Permit; City of Chicago.** The following provisions apply only if the Project site is located in the City of Chicago. Due to the extended period of time typically required to obtain a building permit in the City of Chicago, the Consultant will be responsible for initial application for the permit and for pursuing the permit process until award of the Contract for Construction. Therefore, following the County's approval of the Construction Documents, the Consultant will apply for a building permit in accordance with the following process, or any other process instituted by the City of Chicago.

2.6.3.1 **DCAP.** The Consultant will be responsible for scheduling an appointment with the City of Chicago Department of Construction and Permits (**"DCAP"**), and will submit the Construction Documents together with a permit application at the first meeting with DCAP or as otherwise required by DCAP. If DCAP requires changes to the Construction Documents prior to issuing a permit application number, Consultant will make any necessary changes to the Construction Documents, and after obtaining the County's

approval of such changes, will set an appointment to resubmit corrected Construction Documents. Consultant will schedule and attend any meetings necessary and make any necessary corrections so as to obtain a building permit application number as soon as possible.

2.6.3.2 **Revisions.** After issuance of a building permit number, the Consultant will track comments from DCAP and revise drawings within five (5) business days of receiving comments. The Consultant will keep the County advised of progress with the permit process.

2.6.3.3 **Plan Review Meeting.** The Consultant will schedule the open plan review meeting with DCAP to ensure that the permit is issued to the Contractor without delay. The Consultant will provide revised drawings to the Contractor and notify the Contractor of the scheduled open plan review meeting with DCAP.

2.6.4 **Changes to Meet Statement of Probable Cost.** If the lowest bona fide bid for construction of the Project exceeds the Consultant's final Statement of Probable Cost, the Consultant will perform such services as are necessary, in consultation with the County, to make changes in the Project which will allow construction of the Project in accordance with the final Statement of Probable Cost and the Budget. Such actions may include re-design, revision of Construction Documents and re-issuance of Construction Documents, if necessary. All such services are part of Basic Services and Consultant will not be entitled to additional compensation for such services.

2.7 **PRECONSTRUCTION PHASE SERVICES**

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

2.7.1 **Governmental and Regulatory Agency Permits.** The Consultant will assist the County and the Contractor in obtaining all required governmental and regulatory agency permits or approvals required for the Project. The Consultant will assist the County and the Contractor in obtaining fee waivers from governmental and regulatory agencies and in resolving any code or regulatory disputes. The Consultant will be responsible for notifying the County in a timely manner of any potential delays with regard to obtaining such permits or approvals where such potential delays may have an impact on the Schedule.

2.7.2 **Review of Contractor's Schedule of Submittals.** The Consultant will review and approve the Contractor's schedule for the submittal of shop drawings, samples and other required submissions of the Contractor. Schedules are subject to the County's approval.

2.7.3 **Review of Contractor's Submittals.** The Consultant (through its specialty engineers, where appropriate) will review or take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples such that the Work, when completed, will be in general conformance with the Contract Documents and Government and Other Standards. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Consultant will promptly notify the County of any observations regarding the quality, appropriateness or timeliness of the submittals.

2.7.4 **Repeated Review.** The Consultant will be responsible for reviewing all of the Contractor's submittals as many times as is necessary to assure that such submittals are in accordance with the Contract Documents. The Consultant's review and action will be taken with such reasonable promptness as to cause no delay in the Work, while allowing sufficient time, in the Consultant's professional judgment, to permit adequate review. Such submittals will be approved by the Consultant only if they are in conformance with the design concept of the Project and in compliance with the Contract Documents. If such submittals are not approved, the Consultant will reject such submittals with comments as to why such submittals were not satisfactory.

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

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

2.8 CONSTRUCTION SERVICES PHASE

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

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

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

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

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

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

2.8.1.5 ***Construction Progress Meetings.*** The Consultant will attend, participate and bring all required documents to construction progress meetings which will be held not less than once per week during the Construction Services Phase to discuss matters of progress, problems and scheduling of the construction phase of the Project, times, dates and locations of meetings will be subject to approval by the County.

2.8.1.6 ***Limitation of Consultant's Responsibilities; Contractor's Work.*** The Consultant will not have control over or charge of and will not be responsible for the Contractor's implementation of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The Consultant will not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents or Government and Other Standards. No provision of this Agreement will be interpreted to confer upon the Consultant any duty owed under the common law, under OSHA, or any other statute or regulation to construction workers or any other party regarding safety or the prevention of accidents at the site.

2.8.1.7 ***Access to Work.*** The Consultant will at all reasonable times have access to the Work wherever it is in progress.

2.8.2 On-Site Construction Observation. During the Construction Services Phase, the Consultant will provide at least 8 hours per week of on- site observation of the progress of the Work to determine that the Work generally conforms to the requirements of the Contract Documents and Government and Other Standards.

2.8.2.1 ***General Conformance with Contract Documents.*** The Consultant will review conformance of the materials and workmanship to the standards established by the Contract Documents and Government and Other Standards, review the Work and evaluate test reports and will notify the County promptly of any deficiencies observed in Contractor's Work. Project meetings or other meetings, including coordination meetings with the County or other consultants or contractors on site, will not be considered part of the hours allotted to construction on-site observation.

2.8.2.2 ***Specialized Site Observations.*** The Consultant will provide structural, mechanical, electrical, fire protection and life safety engineers, from its own employees or subcontractors, to perform on-site observation of the progress and quality of the Work, and to determine that the Work, when completed, will generally conform to the requirements of the Contract Documents and Government and Other Standards, at intervals appropriate to the stage of construction or to the Consultant's participation in the Project. On-site observation will consist of visual observations of materials, equipment and construction. Such on-site observation will not be relied upon by others as acceptance of the Work, nor will it be construed to relieve the Contractor in any way from its obligations and responsibilities under the Contract Documents.

2.8.2.3 **Advice *as to Observable Defects.*** On the basis of such on-site observation, the Consultant will keep the County informed of the progress and quality of the Work and will endeavor to guard County against observable defects and deficiencies in the Work and variances from the Contract Documents and Government and Other Standards, and will promptly report to the County any observed defects, deficiencies or variances. The parties acknowledge that during the progress of the Work, certain Work may not be in compliance with the Contract Documents, but will be in compliance by the time such portion of the Work is completed. Therefore, the Consultant's obligation to "promptly" report defects, deficiencies, variances and other matters is intended to require the Consultant to notify the County at such time as the Consultant knows, should have known, or reasonably believes that the Work, when completed, will not be in conformance with the Contract Documents or Government and Other Standards. The Consultant acknowledges that early discovery of such defects, deficiencies, variances and other matters are important in avoiding rework and additional costs.

2.8.2.4 ***Field Reports.*** Within seven (7) days of each on-site observation, the Consultant will submit a field report to the County, with a copy to the Contractor.

2.8.2.5 **Reporting and Documentation Requirements.** In addition to the Monthly Progress Reports required under this Agreement, the Consultant will be responsible for the following reports. Any of the following may be included in the Monthly Progress Reports, unless otherwise requested by the Project Director.

2.8.2.6 ***Updates of Statement of Construction Costs.*** The Consultant will update the ***Statement of***

Construction Cost at least monthly, incorporating changes accepted by the County as they arise, and submit to the County the updated Statement of Construction Costs within ten (10) days after the earlier of the preparation thereof, or the end of each month.

2.8.2.7 ***Cash Flow Reports.*** The Consultant will also be responsible for developing cash flow reports and forecasts on a quarterly basis and for submitting such reports of forecasts within ten (10) days after the end of each quarter. Such cash flow reports will identify variance between actual and budgeted cash flow and costs of the Project. The Consultant will promptly advise the County whenever the Consultant is in possession of information indicating that the actual Project costs exceeds the Statement of Construction Cost. The Consultant will submit a cash flow report identifying the variance between actual and budgeted cash flow costs of the Project.

2.8.2.8 ***Cost Accounting Records.*** The Consultant will maintain cost accounting records on authorized Work performed; additional Work performed on the basis of actual costs of labor and materials; and/or other Work requiring accounting records in accordance with standards and formats accepted in writing by the County.

2.8.2.9 ***Review and Certification of Contractor's Payment Applications.*** The Consultant will review the Contractor's applications for progress payments and final payments, all documentation in support of such applications, including but not limited to waivers of lien and affidavits, and all other documents to be submitted by the Contractor as a precondition for payment including but not limited to progress reports and as built drawings. Based on this review, as well as its visits to the construction site and any other information it has, the Consultant will provide a written certificate to the County indicating:
(a) whether the Contractor's Work has progressed to the point indicated on the application for payment based on documentation and observation of the quantity and quality of the Contractor's Work as furnished to and made by the Consultant; (b) whether the Contractor's application for payment is supported by all waivers; (c) whether the Contractor has submitted to the County all other documents required by the County as a precondition for payment; and (d) whether the Consultant recommends payment.

2.8.2.10 ***Special Reports.*** Where special requests for reports are made by the County, the Consultant will submit within seven days of the County's request, a written statement of the Project progress; summary of payments made; and construction status in accordance with the Contract Documents.

2.8.2.11 ***Written Interpretations of Contract Documents and Responses to RFI's.*** The Consultant will issue written interpretations of the Contract Documents and written responses to all requests for information ("***RFI's***"). The Consultant will make recommendations within seven days of receipt of the submission to the Consultant, on all requests of the County or the Contractor relating to the execution and progress of the Work and on all matters or questions related thereto. Any directive affecting construction costs and/or schedule will only be issued by the County.

2.8.3 Other Contractor Oversight and Assistance.

2.8.3.1 ***Review of Inspections, Testing, Systems, and Equipment.*** The Consultant will review the Contractor's inspection and testing of utilities, operational systems and equipment for readiness and will monitor the initial start-up and testing of such systems and equipment.

2.8.3.2 ***Coordination of Reviews and Inspections.*** The Consultant will assist the County and the Contractor in coordinating federal, state, local governmental and regulatory agency reviews and or inspections as necessary for obtaining certificate(s) of Substantial Completion in accordance with the Contractor's agreement with the County.

2.8.3.3 ***Evaluation of Substitutions.*** The Consultant will provide services/coordinate with any other consultants providing services in connection with evaluating substitutions proposed by the Contractor after

issuance of Contract Documents and making subsequent revisions to drawings, specifications and other Project Documents resulting therefrom.

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

2.8.4 Disputes; Non-Conforming Work.

2.8.4.1 ***Authority to Reject Nonconforming Work.*** The Consultant will have no authority to reject Work, except as otherwise provided herein. If the Consultant determines that the Work of the Contractor

does not conform to the Contract Documents, the Consultant will promptly notify the County, in writing, of such nonconforming Work and will provide recommendations for corrective action regarding such Work so that the County can determine whether such Work should be rejected. In the event the County determines that such Work should be rejected, the Consultant will execute the County's directive to reject such Work. Whenever the Consultant considers it necessary or advisable to comply with the intent of the Contract Documents, the Consultant will recommend to the County, in writing, when additional inspection or testing of the Work should be conducted, whether or not such Work is fabricated, installed or completed.

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

2.8.5 Revisions, Change Orders.

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

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

2.8.5.3 ***Need for Additional Information.*** If the Consultant's response notes a need for additional information or study, the response also will include a description of the information or studies required. The Consultant will, upon the County's request, undertake expedited efforts to obtain the additional information and to perform the additional studies identified in its response. If the Consultant objects to the proposal then, at the County's option, the Contract Documents will be modified in accordance with Article 3 in a manner recommended by the Consultant and approved by the County.

Preparation of Change Orders; Reimbursement for Negligent Design. The Consultant will prepare change orders and construction change directives with supporting documentation and data, for the County's approval and execution in accordance with the Contract Documents, including any change orders and construction change directives as is needed to rectify any errors, omissions, ambiguities or inconsistencies in the Project Documents. The Consultant will reimburse the County for all costs of corrective Work, extra Work, claims for additions or replacement Work required as a result of errors, omissions, ambiguities or inconsistencies in the, Project Documents.

2.8.6 Substantial and Final Completion.

2.8.6.1 ***Inspections for Substantial Completion.*** The Consultant will conduct inspections to determine the date or dates of Substantial Completion under the terms of the Contract Documents and the date or dates of Final Completion.

2.8.6.2 ***Phased Substantial Completion.*** If the County has determined that the Project is to be accomplished in phases, to allow for continued occupancy and operation of the site for the County's purposes during the Project, then "Substantial Completion" will occur at different times for the various phases, and the Consultant will perform its responsibilities of inspecting, determining if Substantial Completion has occurred, preparing a punch list, certifying as to Substantial Completion, and performing post-Substantial Completion inspections, as many times as necessary given the number of phases.

2.8.6.3 ***Receipt of Required Documentation.*** As part of the process of certifying Substantial Completion, the Consultant will receive, review for compliance with the Contract Documents and forward to the County for the County's review and records, as-built drawings, test certifications, and related documents required by the Contract Documents and assembled by the Contractor. The Consultant will not issue a certificate of Substantial Completion until the requirements of this Section have been met. Once it has been determined that the Contractor's documentation conforms to the Contract Documents, the Consultant will, upon approval from the County, transmit the documentation to all individual(s) designated by the County.

2.8.6.4 ***Final Completion; Documentation.*** Consultant will issue a final certificate for payment upon compliance with the requirements of the Contract Documents. The Consultant will secure and transmit to the County required guarantees, affidavits, releases, bonds and waivers. In addition, the Consultant will deliver all information that it obtains from the Contractor, or a subcontractor including keys, manuals, record drawings and maintenance stocks. The Consultant will promptly notify the County if, in the Consultant's judgment, any of the documents assembled by the Contractor fails to conform to the Contract Documents.

2.8.6.5 ***Punch List(s) and Inspection(s) Pursuant to Final Completion.*** Upon date or dates of Substantial Completion for the Project, the Consultant will participate in the development of completion punch list(s) prepared by the Contractor for the Project and will prepare a statement as to the Contractor's completion of corrective Work. The Consultant will arrange for an inspection for Final Completion and will review whether all Work performed by the Contractor is in accordance with the requirements of the Contract Documents.

2.8.6.6 ***Contractor's Final Payment Certification:*** The Consultant will review and certify the Contractor's final payment application once it has been established that the Work is complete and in conformance with

all Contract Documents.

2.8.6.7 ***Closeout Reports.*** After Final Completion of Work, the Consultant will prepare a close-out report in a format approved by the County. The report will contain but not be limited to the following information: Overall project budget, schedule summaries; detailed financial summaries for Contractor and Architect of Record; AOR Errors and Omissions Summary; Warrantees and related items. The Consultant will submit two (2) original copies and one electronic copy in PDF format as part of the Basic Services

2.9 POST CLOSE OUT SERVICES

2.9.1 COMMENCEMENT

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

2.9.2 CLOSE OUT MEETINGS

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

2.9.3 SERVICES FOLLOWING PROJECT CLOSEOUT

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

ARTICLE 3

ADDITIONAL SERVICES

3 AUTHORIZATION AND REIMBURSEMENT

The additional services described in this Article 3 are not included in Basic Services unless otherwise noted in Appendix **B.** The Consultant will furnish any of the services described below and will be paid for such services in accordance with Section 6.2, provided such services have been authorized by the Director in writing and in advance. Once so authorized, such services will constitute "Additional Services."

3.1 ACQUISITION

When requested by the County, the Consultant will obtain the services of geotechnical engineers when such services are required by the Project conditions.

3.2 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.

3.3 DESIGN AND MANAGEMENT

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

3.4 DOCUMENTS AND APPLICATIONS

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

applicable trades.

3.5 SITE REPRESENTATION AND OBSERVATION

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

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

3.6 PROFESSIONAL OR CONTRACTOR DEFAULT

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

3.7 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.

3.8 SERVICES AFTER PROJECT CLOSEOUT

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

3.9 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 design or construction of 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 $150,000 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 Chief Procurement Officer and the County's Board of Commissioners (the "Board").

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. The County will furnish the services of geotechnical engineers to the extent necessary for the Project. The Consultant will, on a timely basis, recommend the scope of such services and will be responsible for the sufficiency of its recommendations, but will not be liable for the engineers' performance.

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; provided however, that nothing contained herein will be deemed to impose upon the County a requirement for obtaining any permits or other approvals that are generally required to be obtained by the Contractor. In the event the County does not obtain approval for the Project or any phase, portion thereof or if such approval has been cancelled, rescinded or modified, this Agreement or, at the County's election, that part of this Agreement attributable to the phase or portion not approved, cancelled, rescinded or modified will be terminated without further action by either party and thereupon neither party will have any further liability or obligation to the other with the exception of the payment by the County to the Consultant of services actually rendered and authorized Reimbursable Expenses actually incurred in accordance with the Cost Loaded Schedule. Such payment so made to the Consultant will be full settlement for services rendered under this Agreement and Consultant's sole remedy.

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

ARTICLE 5

INSURANCE AND INDEMNIFICATION

5 INSURANCE AND INDEMNIFICATION

5.1 INDEMNIFICATION

The Consultant agrees to pay and reimburse and defend, indemnify, keep and hold harmless the County, its commissioners, officials, employees, agents and representatives and their respective heirs, executors, administrators, successors and assigns from and against any and all losses, demands, obligations, costs, damages, liabilities, suits, actions, judgments, claims (including, but not limited to, claims for the infringement of any patents, copyrights, licenses or other intellectual property rights) and expenses, including, but not limited to, attorneys' and

experts' fees and expenses at trial and on appeal and litigation expenses, arising out of or connected with: (a) the Consultant's negligent performance or nonperformance of this Agreement; (b) any negligent or intentional misstatement contained in any representation made by the Consultant in or pursuant to this Agreement; (c) any breach of any warranty made by the Consultant in this Agreement or in any documents or certifications required by this Agreement; or (d) any negligent errors, omissions or acts of the Consultant, its subcontractors, agents or employees. The Consultant expressly understands and agrees that any insurance protection required by this Agreement will in no way limit its responsibilities or liabilities or serve as a limit in recovery under this Section 5.1. The provisions of this Section 5.1 are applicable to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render them void or unenforceable.

5.2 HARDWARE AND SOFTWARE LICENSING

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

5.3 INSURANCE REQUIREMENTS

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

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

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

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

Coverages

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

(1) Employers' Liability coverage with a limit of
$500,000 each Accident
$500,000 each Employee
$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

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

Each Occurrence	$ 1,000,000
General Aggregate Per Project	$ 2,000,000
Completed Operations Aggregate	$ 2,000,000

The General Liability policy shall include the following coverages:

(a) All premises and operations;
(b) Contractual Liability;
(c) Products/Completed Operations;
(d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than $1,000,000 per accident.

(d) **Excess Liability**

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

Each Occurrence:	$4,000,000
General Aggregate Per Project	$4,000,000

(e) **Professional Liability**

Contractor 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 Contractor's obligations under this Agreement, and shall have a limit of liability of not less than $2,000,000 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 form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Contractor for a minimum of three years following the expiration or

early termination of this contract and the Contractor shall annually provide the County with proof of renewal. Subcontractors performing

professional services for the Contractor must maintain limits of not less than $1,000,000 with the same terms in this section.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. The Commercial General Liability policy shall specifically include ISO Additional Insured Endorsements CG 2010 and CG 2037 or equivalents. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County.

(b) **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 consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

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

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. 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 Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook 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 with a copy of its General Conditions for construction contracts which sets forth waiver requirements of 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:

6.1 COMPENSATION FOR BASIC SERVICES

For the faithful and complete performance of the Consultant's Basic Services under this Agreement, as described in Article 2, compensation will be based on a "Not To Exceed" amount of ($0.00). Progress payments for Basic Services will not exceed the actual progress of the Project and be submitted monthly pro rata to completion.

6.2 COMPENSATION FOR ADDITIONAL SERVICES:

Compensation for Additional Services as described in Article 3 will be either on the basis of a lump sum fee or an hourly rate of Key Personnel plus Reimbursable Expenses actually incurred. The scope of work of the Additional Services and the method of compensation for such Additional Services will be negotiated in advance of any such Additional Services being rendered. Progress payments for Additional Services will be submitted monthly pro rata to completion in accordance with the Cost Loaded Schedule developed for such Additional Service. The County has established a budget, which will not exceed the sum of ($0.00) 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.

6.3 COMPENSATION FOR REIMBURSABLE EXPENSES

The Consultant's budget for Reimbursable Expenses will not exceed ($0.00) for previously authorized expenses falling within the following categories: (a) document printing and distribution through Pre-Construction Services and Construction Services Phases (but only to the extent such printing and distribution exceeds the copies of submissions/deliverables and printing of bidding documents included in Basic Services pursuant to Sections 2.1.1.3 and 2.6.1 or elsewhere in this Agreement); (b) out of town travel requested by the County; (c) messenger services requested by the County; (d) expense of renderings, models and mock-ups requested by the County. All other out of pocket expenses generally incurred in performing the Basic Services will not be considered reimbursable by the County, such as long distance phone calls and faxes, clerical and secretarial services, in house copying, study models, overnight deliveries to team members, local hotel stays, meals, taxi cab expenses, mileage and parking expenses.

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

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

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

6.5 COMPENSATION FOR EXTENSIONS OF PROJECT DURATION

Except as provided in and subject to Section 4.2.4 regarding Project suspension, if the Project duration is extended beyond the scheduled completion date as defined by the Schedule without fault on the part of the Consultant and where the Consultant has given all required notices of Project delay as set forth in Sections 2.1.11.4 and 2.1.11.5, then the Consultant will be entitled to assert claims for additional compensation provided that, within fourteen

(14) days after the Consultant has knowledge of any circumstance which may give rise to an extension of the Project duration, it will submit written notice of its claim to the County, specifying such circumstance. The timely provision of this notice in proper form is a condition precedent to the making of a valid claim. If such notice is not given for any such period of delay, the Consultant waives any claim it may have for additional compensation for such period of delay.

6.6 ERROR AND OMISSION RETAINAGE FUND

In certain circumstances described below, the County will retain a portion of the Consultant's pay application requests in accordance with the procedures set forth in this Section 6.6 to serve as a security for any claims the County may have against the Consultant due to alleged errors and omissions of the Consultant in the performance of its services pursuant to this Agreement. The retained funds (hereinafter the "***Error and Omission Retainage Fund***") will not be deemed a penalty or liquidated damages by reason of such errors and omissions of the Consultant.

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

6.6.2 **"1 % Threshold" Defined.** The 1% Threshold is the point at which the aggregate E & O Costs exceed one percent (1 %) of the Contract for Construction (the "***1 % Threshold***").

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

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

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

6.6.6 **In Effect beyond Termination.** This Section 6.6 will remain in effect, enforceable and applicable notwithstanding the termination of this Agreement for any cause.

ARTICLE 7

PAYMENTS TO THE CONSULTANT

7 PAYMENT PROCEDURES

7.1 PAYMENTS FOR BASIC SERVICES

The Consultant will submit a payment application once a month for Basic Services. Payments for Basic Services will be made monthly and will be governed by Section 6.2. Payments for Additional Services and Reimbursable Expenses will be made monthly upon presentation of the Consultant's statement of services rendered or expenses incurred. No late payment interest or penalties will accrue for any payment due (including any and all payments made on disputed claims) pursuant to the terms of this Agreement.

7.2 INVOICING

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

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

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

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

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

7.3 RECORDS OF EXPENSES

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

7.4 RIGHT TO AUDIT; LIMITATION ON WAIVER OF DISPUTE

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

Agreement. The Consultant's compensation will be subject to final audit and adjustment by the County.

7.5 COUNTY'S RIGHT TO WITHHOLD

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

ARTICLE 8

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8.1 NON-DISCRIMINATION

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

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

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

8.3 DISADVANTAGE BUSINESS ENTERPRISES

8.3.1 Policy and Goals. It is the policy of the County to prevent discrimination in the award of, or participation in, County contracts and to eliminate arbitrary barriers for participation as both prime and sub-consultants. In furtherance of this policy, the County Compliance Office has established a "best efforts" goal of awarding not less than thirty-five (35%) of the total contract amount.

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

8.3.1.2 ***Failure to Carry Out Goals a Breach.*** A Consultant's failure to carry out its DBE 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 Law or as deem appropriate by the County.

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

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

8.3.2.2 ***Consultant's DBE 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" DBE participation goals.

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

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

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

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

ARTICLE 9

CONSULTANT'S REPRESENTATIONS AND WARRANTIES

9 REPRESENTATIONS, WARRANTIES AND COVENANTS

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

9.2 Financial Capacity. The Consultant represents and warrants that the Consultant is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the services required and perform the obligations hereunder based on timely payments by the County and will promptly give to the County written notice of any material adverse change in the financial condition of the Consultant.

9.3 Independent Contractor; Joint and Several Liabilities. The Consultant represents and warrants that the

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

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

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

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

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

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

9.7 **No Criminal Proceedings.** The Consultant has not received notice, or has no reasonable basis for believing, that it or any of its officers are the subject of any criminal action, complaint or investigation pertaining to any felony charge, or any civil action or claim predicated on alleged acts of anti-trust violations; business fraud; discrimination due to race, creed, color, handicap, gender, marital status, age, national origin, religious affiliation; or failure to fulfill any obligation required by law or contract pertaining to affirmative action. The Consultant will secure the same representation and warranty from its Sub-consultants and agents performing

the Consultant's obligations under this Agreement.

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

ARTICLE 10

DEFAULT AND DISPUTES

10 DISPUTES AND DEFAULT

10.1 DISPUTES

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

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

10.2 DEFAULT

10.2.1 Default by 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 30 days, and further provided that the County will be entitled to reimbursement from Consultant for any costs or expenses incurred by County due to such breach, but will not be entitled to terminate this Agreement until the expiration of such extended cure period.

10.3 REMEDIES

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

10.3.1.1 ***Right to Withhold Payments.*** Except in the case and to the extent provided in Section 10.3.1.3, when

the County elects to continue using Consultant's services, County will have the right to withhold payments owed to the Consultant until such time as the Consultant has cured the breach or noncompliance which is the subject matter of the notice.

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

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

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

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

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

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

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

10.3.1.9 ***Removal of Consultant's Personnel, Property.*** After replacement services have been secured and are

operational the Consultant will within fourteen (14) days remove any and all of Consultant's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Agreement.

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

ARTICLE 11

MISCELLANEOUS PROVISIONS

11 MISCELLANEOUS PROVISIONS

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

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

11.2 FORCE MAJEURE

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

11.3 GENERAL NOTICE

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

TO THE COUNTY:

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

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

TO THE CONSULTANT:
Koo & Associates, Ltd
S3 West Jackson Blvd., Suite 215
Chicago, Illinois 60604
Attention: Jackie Koo, President

11.4 TAXES

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

11.5 GOVERNING LAW AND VENUE

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

11.6 WAIVER

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

11.7 HEADINGS

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

11.8 ENTIRE AGREEMENT

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

11.9 SEVERABILITY

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

11.10 NO THIRD PARTY BENEFICIARIES

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

11.11 ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

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

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

11.14 SURVIVAL

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

11.15 COMMENCEMENT OF THE STATUTE OF LIMITATIONS

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

11.16 CERTIFICATIONS PURSUANT TO COUNTY ORDINANCES AND STATE LAWS

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

END

APPENDIX A

Cook County Procurement Code Sec 34-123 -

The CPO shall have the authority to approve Procurements and execute Contracts in an amount less than $150,000.00 without Board approval.

APPENDIX B

SCOPE OF SERVICE

SCOPE OF WORK

Overview

The mission of the Circuit Courts Children's Advocacy Rooms is to minimize children from exposure to the stressful, emotionally charged atmosphere of a courtroom by providing a safe and nurturing on-site environment where they may stay while their parents or guardians attend to affairs with the court. These rooms seek to ensure that every child is recognized as an individual whose gender, abilities, personal privacy, choice of activities, and cultural, ethnic and religious background are treated with dignity and respect. Uses of the rooms are free.

The first room opened in April 1973 in the Richard J. Daley Center. Since then the program has expanded to eight Children's Advocacy Rooms operating in court facilities throughout Cook County. Locations include: Juvenile Temporary Detention Center, Mediation Center, Markham Courthouse, Domestic Violence Courthouse, Maywood Courthouse, and the newest locations Bridgeview and Skokie Courthouses both in 2010. Winning proposer will have access to existing floor plans for these spaces.

Annually the number of families served varies depending on the time of year. During summer months or school holidays when children are of school the numbers historically have increased. The number served varies per location. The locations being specified are on opposite ends of the spectrum in relationship to the number of families served. The rooms are staffed with professionals in early childhood development, who are trained to respond compassionately to children who experience with the court can involve highly charged emotional issues.

All existing and future Children's Advocacy Rooms are under the umbrella of the Office of the Chief Judge, Timothy Evans. The Director of the Children's Advocacy Rooms will be responsible for the operations within the space as well as employees.

During January 2014, the George Leighton Criminal Courts Administration Building atrium lobby experienced freezing which caused failure to the fire sprinkler system.

Detailed Scope of Services

This project consists of design and construction of two children's room to be located at the George Leighton - Criminal Court Building and, the Rolling Meadows Courthouses. The space will consist of a secured reception area, Storage/supply area, kitchen & food preparation area; main activity room for all, (a nursery for with cribs (3) for non-toddlers at RM only); 1 children's bathroom and 1 staff bathroom. The consultant shall provide complete architectural and engineering services as required to design, bid and complete scope. Project includes but not limited to the scope described below and services described elsewhere in the agreement.

In addition, the consultant will investigate and design a solution for the protection of fire sprinkler system in the atrium of the George Leighton Criminal Courts Administration Building. Investigation shall be to areas that are readily visible by consultant only and does not include extensive investigation. The County further understands that the consultant does not have a contractor on its proposal and will not perform demo or repair work.

- The consultant must commit to designing and managing the project within the parameters of the budget
- Survey the existing buildings to determine requirements. Systems to survey include plumbing, electrical, HVAC, electrical, Life Safety and architectural.
- Survey existing conditions of incoming waste supply and waste lines form the existing buildings.
- Recommend testing needed prior to commencement of work or at the completion of construction.
- Review codes and other regulatory requirements.
- Reconfiguration (build-out) of specified space to accommodate specific needs to the user agency.
- Analysis and redesign of building support systems on identified floors to support program build-out.
- Recommend the best solution to project, including sequencing of work to minimal disruption to facility during construction.
- Preparation of cost estimates at 5 milestone drawing issuances – Programming/conceptual design, 100%DD, 50%CD, 95% CD and 100% CD
- Preparation of bid documents
- Assist in the permitting and procurement process to award to general contractor.
- Provide on-site construction administration a maximum of 8 hours per week
- Limited furnishing that includes storage/shelving, kids' tables and chairs, adult side chairs, cribs, loose rugs, and high chairs as observed at the Daley and Skokie Courthouse. Consultant is not expected to purchase furniture, but will specify in technical spec's, all items to be provided by the construction contractor. Millwork design and coordination with Client provided furniture is included.

Project to be completed in 9 months

APPENDIX C

KEY PERSONNEL

COOK COUNTY DOCUMENT NO: 1428-13300

Proposer KOO AND ASSOCIATES LTD

PART 6 KEY PERSONNEL

List names and requested information for both Proposer and subconsultant. If an individual was not noted in the Proposer's RFQ Submittal due to their being a subconsultant or new to the Proposer's firm: a) In Column II, include the word (NEW) in capital letters and parenthesis before their name.b) Include their resume for review and approval by the County.

RESPONSE FOR: A/E Services for the New Children's Advocacy Rooms at Rolling Meadow and CCAB

I FIRM	II INDIVIDUAL'S NAME (ONLY)	III CURRENT TITLE	IV RESPONSIBILITY MATRIX ASSIGNED POSITION & SUMMARY DESCRIPTION OF RESPONSIBILITIES FOR THIS PROJECT	V POSITION (ARCH / PE / STRUCT / CIVIL / ELEC / MGR / CIT / ETC)	VI STATE OF IL LICENSE OR REG. NO	VII EST. % OF TOTAL TIME COMMITMENT	VII HOURLY RATE
KOO AND ASSOCIATES LTD	JACKIE KOO	PRINCIPAL	PRINCIPAL IN CHARGE OF DESIGN AND CONSTRUCTION, SETTING DESIGN DIRECTION AND CONTRACT OVERSIGHT	ARCH	001.017943	5%	$57.69
KOO AND ASSOCIATES LTD	DAN RAPPEL	ASSOCIATE	PROJECT MANAGER RESPONSIBLE FOR OVERSEEING WORK FLOW AND DOCUMENT PRODUCTION	ARCH	1.017858	15%	$46.15
ENVIROCONTROL SYSTEMS DESIGN, Inc.	DARIA MILEVA	PRINCIPAL	PROJECT OVERSIGHT	MEP, PROJECT LEADER	184.003813	6%	$69.00
ENVIROCONTROL SYSTEMS DESIGN, Inc.	PETER CZUTRIN	ENGINEERING MANAGER	DAY-TO-DAY MANAGEMENT AND COORDINATION OF THE PROJECT WORK	PE, ELECTRICAL	62.052104	15%	$61.50
ENVIROCONTROL SYSTEMS DESIGN, Inc.	SAM JACOB	SENIOR ENGINEER	PLUMBING AND FIRE PROTECTION DESIGN	PLUMBING/FIRE PROTECTION		19%	$46.00
ENVIROCONTROL SYSTEMS DESIGN, Inc.	DAN KAVRAKOV	PROJECT ENGINEER	DESIGN, SPECIFICATION AND IMPLEMENTATION OF HVAC SYSTEMS	MECANICAL	LEED AP	21%	$38.50

COOK COUNTY DOCUMENT NO: 1428-13300

Proposer KOO AND ASSOCIATES LTD

PART 6 KEY PERSONNEL

List names and requested information for both Proposer and subconsultant. If an individual was not noted in the Proposer's RFQ Submittal due to their being a subconsultant or new to the Proposer's firm: a) In Column II, include the word (NEW) in capital letters and parenthesis before their name.b) Include their resume for review and approval by the County.

RESPONSE FOR: A/E Services for the New Children's Advocacy Rooms at Rolling Meadow and CCAB

I FIRM	II INDIVIDUAL'S NAME (ONLY)	III CURRENT TITLE	IV RESPONSIBILITY MATRIX ASSIGNED POSITION & SUMMARY DESCRIPTION OF RESPONSIBILITIES FOR THIS PROJECT	V POSITION (ARCH. / PE / STRUCT. / CIVIL / ELEC. / MGR. / EIT / ETC.)	VI STATE OF IL LICENSE OR REG. NO.	VII EST. % OF TOTAL TIME COMMITMENT	VII HOURLY RATE
d'Escoto, Inc.	Ron Maldonado	Estimator	Estimating Services	COST ESTIMATING	N/A	15%	$51.88

SIGNATURE

2-5-14

DATE

APPENDIX D

ORGANIZATION CHART / SUBCONTRACTORS

KOO AND ASSOCIATES, LTD.
ARCHITECTURE & INTERIOR DESIGN
PRIME CONSULTANT

(WBE/MBE)
65%

ENVIROCONTROL SYSTEMS DESIGN, INC.
MEPFP ENGINEERING

(WBE/DBE)
23%

d'ESCOTO, INC.
COST ESTIMATING

(MBE/DBE)
12%

PART 7
SUBCONSULTANT'S PROFILES

SUBMITTAL FOR: A/E Services for the New Children's Advocacy Rooms at Rolling Meadows Courthouse and CCB

Section 1

Subconsultant: ENVIROCONTROL SYSTEMS DESIGN, INC.

Street Address: 3512 PRESTWICK LANE

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

Year Established: 2002 Business Structure (Corporation, LLC, etc.): CORPORATION

Below, list the top three executives in your firm:

Firm Executive: Name:	DARIA MILEVA, PHD	Title:	PRINCIPAL	Years with firm:	12
Firm Executive: Name:	PETER CZUTRIN, PE	Title:	ENGINEERING MANAGER	Years with firm:	3
Firm Executive: Name:		Title:		Years with firm:	

PART 2

PROFILE: In 240 words or less, briefly introduce your firm and the services it provides

ENVIROCONTROL SYSTEMS DESIGN, INC. IS A QUALIFIED WBE AND DBE MECHANICAL AND ELECTRICAL CONSULTING ENGINEERING FIRM CONSISTING OF PROFESSIONAL TEAM WHO PERFORM ENGINEERING SERVICES FOR PUBLIC, PRIVATE, HEALTHCARE, INDUSTRIAL AND COMMERCIAL BUILDINGS. ENVIROCONTROL SYSTEMS DESIGN ENGINEERS HAVE BUILT A REPUTATION FOR HARD WORK AND STRONG ENGINEERING BACKGROUND. THEY ARE ABLE TO MEET ANY CHALLENGE IN TERMS OF TIME, BUDGET AND QUALITY.

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

WORKING CLOSELY WITH OTHER TRADES, THE ENGINEERS AT ENVIROCONTROL SYSTEMS DESIGN HAVE PROVIDED THEIR CLIENTS CUTTING EDGE, SUSTAINABLE HVAC, ELECTRICAL, PLUMBING AND FIRE PROTECTION (MEP/FP) SYSTEMS AND COMPLIANCE AUDITING FOR HEALTH AND SAFETY ISSUES. THE FIRM PROVIDES A FULL RANGE OF MEP/FP SERVICES TO BOTH BUSINESS AND GOVERNMENT CLIENTS.

SHOWCASING YOUR PROJECTS

SUBCONSULTANTS: Provide evidence of capacity to accomplish the goals and objectives of the project by showing TWO (2)-relevant projects for which the Subconsultant was awarded a contract.

PART 7
SUBCONSULTANT'S PROFILES

SUBMITTAL FOR: A/E Services for the New Children's Advocacy Rooms at Rolling Meadows Courthouse and CCB

Section 1

Subconsultant: d'Escoto, Inc.

Street Address: 420 North Wabash, Suite 200

Town / City: Chicago State: IL Zip Code: 60611

Year Established: 1972 Business Structure (Corporation, LLC, etc.): Corporation

Below, list the top three executives in your firm:

Firm Executive: Name: Federico d'Escoto Title: President Years with firm: 20

Firm Executive: Name: Rafael Herrera Title: Vice President Years with firm: 12

Firm Executive: Name: Title: Years with firm:

PART 2

PROFILE: In 240 words or less, briefly introduce your firm and the services it provides.

d'Escoto, Inc. is a Chicago-based, minority owned firm providing professional construction services with concentrations in Construction Management, Program Management, Owner Representation, and Civil Design Engineering Services. d'Escoto, Inc. has over 40 years of experience in the A/E/C industry and has developed a reputation for providing superior quality oversight, inspection, estimating, and budget and schedule control. d'Escoto, Inc.'s staff consists of professional engineers, licensed architects, PMP certified and LEED accredited project managers, cost estimators, project schedulers, resident engineers and construction inspectors. Along with an extensive body of knowledge, skill, and experience in all phases of design and construction, our professional personnel are proficient in various scheduling, word processing, and transportation design and graphics programs.

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

Education: Chicago Public Schools, University of Chicago, University of Illinois-Chicago, United Neighborhood Organization, Public Building Commission.
Healthcare: Northwestern Memorial Hospital
Affordable Housing: Chicago Housing Authority, Gary Housing Authority
Infrastructure: Chicago Dept. of Transportation, Chicago Dept. of Water Management, Chicago Park District
Aviation: Chicago Department of Aviation, Dupage Airport Authority
Roadway: Chicago Dept. of Transportation, Illinois Dept. of Transportation, Illinois State Toll Highway Authority
Rail: Metra, Chicago Transit Authority

SHOWCASING YOUR PROJECTS

SUBCONSULTANTS: Provide evidence of capacity to accomplish the goals and objectives of the project by showing TWO (2)-relevant projects for which the Subconsultant was awarded a contract.

APPENDIX E

PROJECT SCHEDULE

The Consultant Performance Period is nine months for design services.
The contract is one base year from the date of execution with one year renewal option.

PART 4
PROPOSED SCHEDULE FOR THE WORK

A/E Services for the New Children's Advocacy Rooms at Rolling Meadows Courthouse and CCB

Proposer: KOO AND ASSOCIATES, LTD

SCHEDULE SUMMARY (Calendar Days)

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

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

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

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

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

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

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

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

SUMMARY OF Proposer'S PROPOSED SCHEDULE

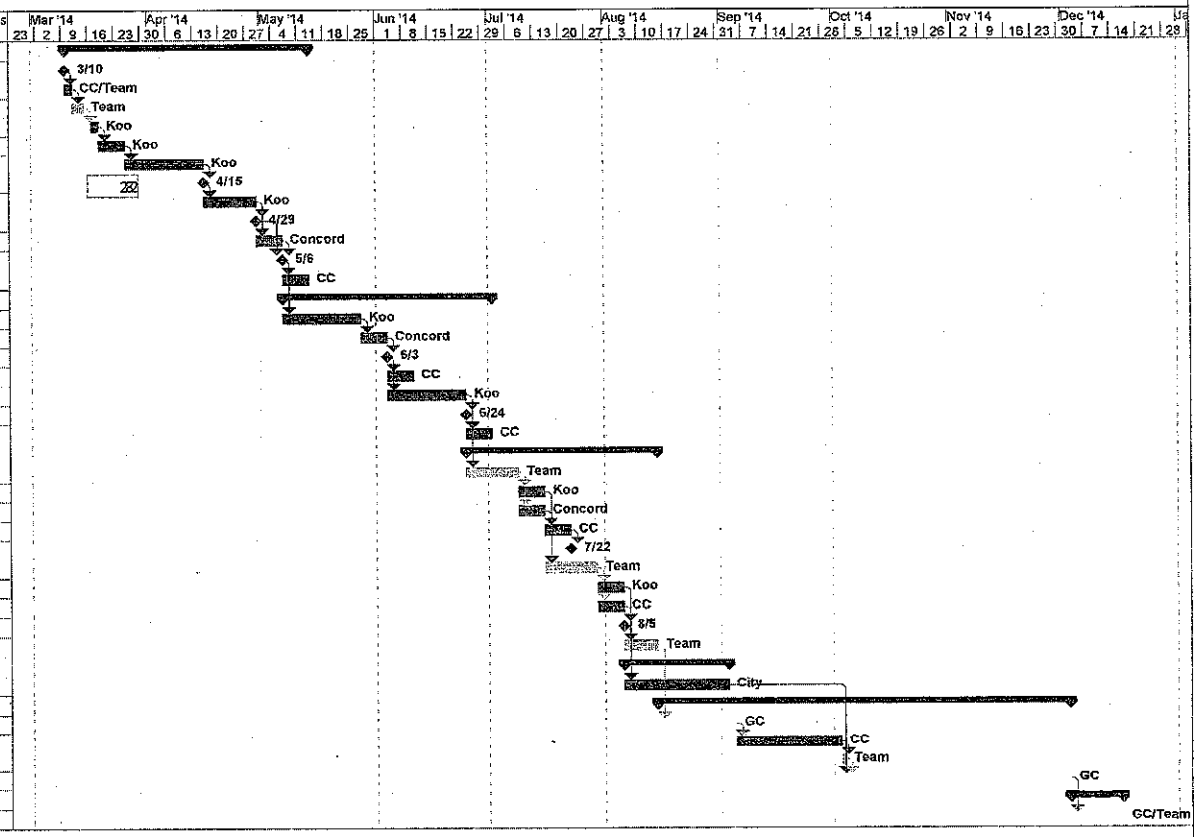
LINE	DESCRIPTION OF TASK OR MILESTONE	CAL. DAYS
1	PROGRAMMING AND CONCEPT DESIGN	65
14	SCHEMATIC DESIGN AND DESIGN DEVELOPMENT	56
22	CONSTRUCTION DOCUMENTS	51
33	REGULATORY REVIEW (PERMIT DURATION IS AN ESTIMATE)	28
35	BID/AWARD/CONSTRUCTION (GC TO CONFIRM DURATION)	110
40	COMMISSIONING/CLOSEOUT	14

ESTIMATED CALENDAR DAYS (MUST MATCH TOTAL ON GANTT CHART): 282

APPROXIMATE NUMBER OF MONTHS: 9

Cook County
A/E Services New Children's Advocacy Rooms

ID	Task Name	Duration	Calendar Days	Start	Finish	Predecess
1	**Programming & Concept Design**	**47 days**	**65**	**Mon 3/10/14**	**Tue 5/13/14**	
2	Kickoff Meeting	0 wks	0	Mon 3/10/14	Mon 3/10/14	
3	Benchmarking	2 days	2	Mon 3/10/14	Tue 3/11/14	2
4	Building Assessment	3 days	3	Wed 3/12/14	Fri 3/14/14	3
5	Electronic Backgrounds	2 days	2	Mon 3/17/14	Tue 3/18/14	4
6	Code/Accessibility Analysis	1 wk	7	Wed 3/19/14	Tue 3/25/14	5
7	Concept Design & Space Plan Options	3 wks	21	Wed 3/26/14	Tue 4/15/14	6
8	Concept Design Review Meeting	0 wks	0	Tue 4/15/14	Tue 4/15/14	7
9	Programming Report Preparation	2 wks	14	Wed 4/16/14	Tue 4/29/14	8
10	Sequencing Meeting	0 days	0	Tue 4/29/14	Tue 4/29/14	9
11	Cost Estimating	1 wk	7	Wed 4/30/14	Tue 5/6/14	9
12	Programming Review Meeting	0 wks	0	Tue 5/6/14	Tue 5/6/14	11,10
13	Owner Review Period	1 wk	7	Wed 5/7/14	Tue 5/13/14	12
14	**Schematic Design & Design Development**	**40 days**	**56**	**Wed 5/7/14**	**Tue 7/1/14**	
15	100% SD	3 wks	21	Wed 5/7/14	Tue 5/27/14	12
16	Cost Estimating	1 wk	7	Wed 5/28/14	Tue 6/3/14	15
17	100% SD Review Meeting	0 wks	0	Tue 6/3/14	Tue 6/3/14	16
18	Owner Review Period	1 wk	7	Wed 6/4/14	Tue 6/10/14	17
19	100% DD	3 wks	21	Wed 6/4/14	Tue 6/24/14	17
20	100% DD Review Meeting	0 wks	0	Tue 6/24/14	Tue 6/24/14	19
21	Owner Review Period	1 wk	7	Wed 6/25/14	Tue 7/1/14	20
22	**Construction Documents**	**37 days**	**51**	**Wed 6/25/14**	**Thu 8/14/14**	
23	50% CD	2 wks	14	Wed 6/25/14	Tue 7/8/14	19
24	50% CD Internal QA/QC Review	1 wk	7	Wed 7/9/14	Tue 7/15/14	23
25	Cost Estimating	1 wk	7	Wed 7/9/14	Tue 7/15/14	23
26	50% CD Owner Review	1 wk	7	Wed 7/16/14	Tue 7/22/14	25
27	50% CD Review Meeting	0 wks	0	Tue 7/22/14	Tue 7/22/14	26
28	95% CD	2 wks	14	Wed 7/16/14	Tue 7/29/14	24
29	95% CD Internal QA/QC Review	1 wk	7	Wed 7/30/14	Tue 8/5/14	28
30	95% CD Owner Review	1 wk	7	Wed 7/30/14	Tue 8/5/14	28
31	95% CD Review Meeting	0 wks	0	Tue 8/5/14	Tue 8/5/14	30
32	Issue 100% CD / Bid Package	7 days	9	Wed 8/6/14	Thu 8/14/14	31
33	**Regulatory Review**	**20 days**	**28**	**Wed 8/6/14**	**Tue 9/2/14**	
34	Permit Review*	1 mon	28	Wed 8/6/14	Tue 9/2/14	29
35	**Bid / Award / Construction**	**78 days**	**110**	**Fri 8/15/14**	**Tue 12/2/14**	
36	Bidding	3 wks	21	Fri 8/15/14	Thu 9/4/14	32
37	GC Contract Approval**	4 wks	28	Fri 9/5/14	Thu 10/2/14	36
38	Preconstruction Meeting	1 day	1	Fri 10/3/14	Fri 10/3/14	37
39	Construction***	2 emons	60	Fri 10/3/14	Tue 12/2/14	34,38
40	**Commissioning / Closeout**	**10 days**	**14**	**Wed 12/3/14**	**Tue 12/16/14**	
41	Closeout***	2 wks	14	Wed 12/3/14	Tue 12/16/14	39
		TOTAL	282			



File: Preliminary Design Schedule 201
Date: Wed 2/5/14

Task		Project Summary		Inactive Summary		Manual Summary		External Milestone	
Split		External Tasks		Manual Task		Start-only		Progress	
Milestone		External MileTask		Duration-only		Finish-only		Split	
Summary		Inactive Milestone		Manual Summary Rollup		External Tasks			

* - Permit duration is an estimate.
** - To be determined by CC.

Wed 2/5/14

APPENDIX F

FEE PROPOSAL

CONSULTANT COST PROPOSAL

Task Order # 1428-13300

Consultant: KOO AND ASSOCIATES, LTD.	**Title of Project:** A/E Services for the New Children's Advocacy Rooms at Rolling Meadows Courthouse and CCB

Detail Description			
1. Direct Labor Personnel (Professional or Technical)	**Estimated Hours**	**Rate Per Hour**	**Estimated Cost**
PRINCIPAL	50	$ 57.69	$ 2,884.50
PROJECT MANAGER	115	$ 46.15	$ 5,307.25
INTERIOR DESIGNER	120	$ 26.44	$ 3,172.80
ARCHITECT	400	$ 24.03	$ 9,612.00
		$	$
TOTAL LINE 1			$ 20,976.55
2. Direct Labor Personnel (Clerical)	**Estimated Hours**	**Rate Per Hour**	**Estimated Cost**
		$	$
		$	$
		$	$
TOTAL LINE 2			$
3. Burden (Overhead)*	**Burden Rate**	**X Base =**	**Burden ($)**
	$ 0.95	$ 20,976.55	$ 19,927.72
	$		$
	$		$
TOTAL LINE 3			$ 19,927.72
4. "In-House" Cost		**ADD TOTAL LINES 1 + 2 + 3**	$ 40,904.27
5. Profit (12%) of Line 4			$4,908.51
6. Other Direct Costs/ Reimburseable Expenses			**Estimated Cost**
			$5,000.00
			$
		TOTAL LINE 6	$5,000.00
7. Additional Services			**Estimated Cost**
			$7,000.00
			$
			$
			$
		TOTAL LINE 7	$7,000.00
8. Subcontractor Cost (from subcontractor's Line 8)			25262.78
9. Total Project Cost		**ADD TOTAL LINES 4 + 6 + 7 + 8**	$83,095.57
10. Total "Not-to-Exceed" Contract		**TOTAL LINE 9**	$ 83,095.57

3/21/14
Date

Signature of Authorized Representative of Consultant

* Provide documentation support this burden rate

Jah-Hee Koo
Printed Name of Authorized Representative of Consultant

SUB-CONTRACTOR COST PROPOSAL

Task Order # 1428-13300

Subcontractor: EnviroControl Systems Design, Inc.	**Title of Project:** A/E Services for the New Children's Advocacy Rooms at Rolling Meadows Courthouse & CCB

Detail Description			
1. Direct Labor Personnel (Professional or Technical)	**Estimated Hours**	**Rate Per Hour**	**Estimated Cost**
Principal	10	$ 69.00	$ 690.00
Engineering Manager	32	$ 61.50	$ 1,968.00
Senior Engineer	40	$ 46.00	$ 1,840.00
Project Engineer	50	$ 38.50	$ 1,925.00
CAD Technician	57	$ 28.00	$ 1,596.00
TOTAL LINE 1			8,019
2. Direct Labor Personnel (Clerical)	**Estimated Hours**	**Rate Per Hour**	**Estimated Cost**
Clerical	25	$ 23.00	$ 575.00
		$	$
		$	$
TOTAL LINE 2			$ 575.00
3. Burden (Overhead)	**Burden Rate**	**X Base =**	**Burden ($)**
	$0.78	8,440	$6,583
	$		$
	$		$
TOTAL LINE 3			$6,583
4. "In-House" Cost	**ADD TOTAL LINES 1+2+3**		15,023
5. Profit (10 %) of Line 4			1,502
6. Other Direct Costs		**Estimated Cost**	$0
		$	
		$	
		$	
		$	
	TOTAL LINE 6		$0
7. Additional Services		**Estimated Cost**	
		$	
		$	
		$	
	TOTAL LINE 7	$	
8. Total Project Cost	**ADD TOTAL LINES 4 + 6 + 7**		$16,525
9. Total "Not-to-Exceed" Contract	**TOTAL LINE 8**	$16,525	

02/04/2014

Date

Signature of Authorized Representative of Subcontractor

Saria Nikova

Printed Name of Authorized Representative of Subcontractor

* Provide documentation support this burden rate.

SUB-CONTRACTOR COST PROPOSAL

Task Order # 1428-13300

Subcontractor: d'Escoto, Inc	Title of Project: A/E Services for the New Children's Advocacy Rooms at Rolling Meadows Courthouse & CCB

Detail Description			
1. Direct Labor Personnel (Professional or Technical)	**Estimated Hours**	**Rate Per Hour**	**Estimated Cost**
Estimator	80	$ 51.88	$ 4,150.40
		$	$
		$	$
		$	$
		$	$
TOTAL LINE 1			$ 4,150.40
2. Direct Labor Personnel (Clerical)	**Estimated Hours**	**Rate Per Hour**	**Estimated Cost**
		$ -	$ -
		$	$
		$	$
TOTAL LINE 2			$ -
3. Burden (Overhead)	**Burden Rate**	**X Base =**	**Burden ($)**
	$ 4,150.40	0.9538	$ 3,958.65
	$		$
	$		$
TOTAL LINE 3			$ 3,958.65
4. "In-House" Cost		ADD TOTAL LINES 1+2+3	$ 8,109.05
5. Profit (8 %) of Line 4			$ 648.72
6. Other Direct Costs			**Estimated Cost**
N/A			$ -
			$
			$
			$
		TOTAL LINE 6	$ -
7. Additional Services			**Estimated Cost**
			$ -
			$
			$
		TOTAL LINE 7	$ -
8. Total Project Cost		ADD TOTAL LINES 4 + 6 + 7	$ 8,109.05
9. Total "Not-to-Exceed" Contract		TOTAL LINE 8	$ 8,757.78

Date 2/5/2014

Signature of Authorized Representative of Subcontractor

* Provide documentation support this burden rate

Marcello Gulotta
Printed Name of Authorized Representative of Subcontractor

APPENDIX G

INSURANCE CERTIFICATES

OP ID: CD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/07/2014

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

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

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

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

INSURED
Koo and Associates, Ltd.
Jackie Koo
53 W. Jackson Blvd., #215
Chicago, IL 60604

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indmty Co of America	25666
INSURER B: Catlin Insurance Company Inc.	
INSURER C: Travelers Indemnity Company	25658
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PRIMARY & ----- X SUBJECT TO ----- GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			660-8908L299-TIA-14 NON CONTRIBUTORY WRITTEN CONTRACT	03/20/2014	03/20/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			660-8908L299-TIA-14	03/20/2014	03/20/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 2,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			CUP-3E372189-14-47	03/20/2014	03/20/2015	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			XHUB-4074T70-0-14	03/20/2014	03/20/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Prof Liability			AED-100095-0414	04/05/2013	04/05/2014	Per Claim Aggregate	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Cook County, its officials and employees are included as additional insureds per blanket endorsment as respect GL, subject to written contract requiring same. GL is primary & non-contributory. Waiver of subrogation applies GL.

CERTIFICATE HOLDER

COOKCOU

Cook County
Dept. of Risk Management

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michael G. Welbel

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **WHO IS AN INSURED (Section II)**:

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;

b. In connection with premises owned by or rented to you; or

c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

e. This insurance does not apply to the rendering of or failure to render any "professional services".

f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph **a.** of **4. Other Insurance** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

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injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph **4. (Other Insurance)**, is amended as follows:

1. The following is added to Paragraph **a. Primary Insurance:**

   However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

   a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

   b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

   subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph **(2)** of Paragraph **b. Excess Insurance** regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph **b. Excess Insurance**, as an additional subparagraph under Subparagraph **(1)**:

   That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE Provisions **A. – T.** and **V.** of this endorsement broaden coverage. Provisions **U.** and **W.** of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

A. Broadened Named Insured

B. Incidental Medical Malpractice

C. Reasonable Force – Bodily Injury Or Property Damage

D. Non-Owned Watercraft – Increased To Up To 75 feet

E. Aircraft Chartered With Crew

F. Extension Of Coverage – Damage To Premises Rented To You

G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion

H. Medical Payments Limit

I. Increased Supplementary Payments

J. Additional Insured – Owner, Manager Or Lessor Of Premises

K. Additional Insured – Lessor Of Leased Equipment

L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises

M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations

N. Additional Insured – Architect, Engineer Or Surveyor

O. Who Is An Insured – Newly Acquired Or Formed Organizations

P. Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess

Q. Per Project General Aggregate Limit

R. Knowledge And Notice Of Occurrence Or Offense

S. Unintentional Omission

T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement

U. Amended Bodily Injury Definition

V. Amended Insured Contract Definition – Railroad Easement

W. Amended Property Damage Definition – Tangible Property

X. Additional Definition – Contract or Agreement Requiring Insurance

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

   The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision A. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to Paragraph **1. Insuring Agreement** of **COVERAGE A BODILY**

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Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

S. UNINTENTIONAL OMISSION

1. The following is added to Paragraph **6. Representations** of **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

   The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision **S.** does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

U. AMENDED BODILY INJURY DEFINITION

The definition of "bodily injury" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person;
b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or
c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

V. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph **c.** of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

   c. Any easement or license agreement;

2. Subparagraph **f.(1)** of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted.

W. AMENDED PROPERTY DAMAGE DEFINITION – TANGIBLE PROPERTY

The definition of "property damage" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

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APPENDIX H

ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

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

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (http://www.cookctyclerk.com/sub/ordinances.asp). This page can also be accessed by going to www.cookctyclerk.com, 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.

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

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

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

MBE/WBE Firm: EnviroControl Systems Design, Inc.

Address: 3512 Prestwick Lane Northbrook IL 60062

E-mail: daria@envirocontrol.us

Contact Person: Daria Mileva Phone: 847-348-1156

Dollar Amount Participation: $ 16,525

Percent Amount of Participation: 23 %

*Letter of Intent attached? Yes X No ____

*Letter of Certification attached? Yes x No ____

MBE/WBE Firm: d'Escoto Inc.

Address: 420 North Wabash Suite 200 Chicago IL 60611

E-mail: mgulotta@descotoinc.com

Contact Person: Marcello Gulotta Phone: 312-787-2831

Dollar Amount Participation: $ 8,757

Percent Amount of Participation: 12 %

*Letter of Intent attached? Yes X No ____

*Letter of Certification attached? Yes x No ____

Attach additional sheets as needed.

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

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

JUN 27 2013

Jah-Hee Koo
Koo & Associates, Ltd.
53 W. Jackson Blvd, Suite 215
Chicago, Illinois 60604

Dear Ms. Jah-Hee Koo:

We are pleased to inform you that Koo & Associates, Ltd. has been recertified as a **Minority Business Enterprise (MBE), Woman Business Enterprise (WBE)** by the City of Chicago ("City"). This **MBE/WBE certification is valid until June 1, 2018**; however your firm's certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit** 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit is due by June 1, 2014, June 1, 2015, June 1, 2016, and June 1, 2017.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's **five year certification will expire on June 1, 2018.** You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, **you must file for recertification by April 1, 2018.**

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

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

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

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

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

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

NAICS Code – 541310 - Architectural (except landscape) design services
NAICS Code – 541410 - Interior design services
NAICS Code – 541320 - Urban planning services

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

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

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/jea

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

APR 3 0 2013

Daria Mileva
President
EnviroControl Systems Design, Inc.
3512 Prestwick Lane
Northbrook, IL 60062

Annual Certificate Expires: March 1, 2014

Dear Ms. Mileva:

Congratulations on your continued eligibility for certification as a **Women Owned Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **March 1, 2015**.

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**. As such, your firm's next No Change Affidavit is due by **January 1, 2014**.

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

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

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

APR 3 0 2013

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

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

NAICS Code	Description
541330	Electrical Engineering Services
541330	Engineering Design Services
541330	Engineering Services
541330	Mechanical Engineering Services
541340	Drafting Services

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

Thank you for your continued participation in the Minority Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) Program.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/akm

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

APR 1 0 2013

Frederico d'Escoto
d'Escoto, Inc.
420 N. Wabash Suite 200
Chicago, IL 60611

Annual Certificate Expires: April 1, 2014

Dear Mr. d'Escoto:

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

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

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

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

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

APR 1 0 2013

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

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

NAICS Code:

236210	Construction Management, Industrial Building
236220	Construction Management, Commercial and Industrial Building
237310	Construction Management, Highway, Road, Street and Bridge
237110	Construction Management, Water and Sewage Treatment Plant
237990	Construction Management, Mass Transit
237990	Construction Management, Outdoor Recreation Facility
237990	Construction Management, Tunnel
541310	Architectural Services
541330	Engineering Services
541340	Drafting Services
541350	Building Inspection Services
541611	Administrative Management and General Management Consulting Services
541512	CAD (Computer-Aided Design) Systems Integration Design Services
541512	CAE (Computer-Aided Engineering) Systems Integration Design Services
541990	All Other Professional, Scientific, and Technical Services
541511	Custom Computer Programming Services
541512	Computer Systems Design Services
541519	Other Computer Related Services

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

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

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/vlw

DBE UTILIZATION PLAN (SECTION 1)

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

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

____ Bidder/Proposer is a certified DBE 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 DBE. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the DBE 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 DBE firm, nor a Joint Venture with DBE partners, but will utilize DBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and II).

II. [X] **Direct Participation of DBE Firms** [ ] **Indirect Participation of DBE 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.

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

DBE Firm: d'Escoto, Inc.

Address: 420 N. Wabash Ave., Ste. 200

E-mail: mgulotta@descotoinc.com

Contact Person: Marcello Gulotta Phone: 312-787-0707

Dollar Amount Participation: $ 8,757.78

Percent Amount of Participation: 12 %

*Letter of Intent attached? Yes X No ____

*Letter of Certification attached? Yes X No ____

DBE Firm: ENVIROCONTROL SYSTEMS DESIGN. INC.

Address: 3512 PRESTWICK LN. NORTHBROOK, IL 60062

E-mail: DARIA @ ENVIROCONTROL.US

Contact Person: DARIA MILEVA Phone: 847 348 1156

Dollar Amount Participation: $ 16525.

Percent Amount of Participation: 23 %

*Letter of Intent attached? Yes X No ____

*Letter of Certification attached? Yes X No ____

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

DBE Firm: d'Escoto, Inc.

Address: 420 N. Wabash Ave., Ste. 200

City/State: Chicago, IL Zip 60611

Phone: 312-787-0707 Fax: 312-787-7322

Email: mgulotta@descotoinc.com

Certifying Agency: City of Chicago

Certification Expiration Date: April 1, 2018

FEIN #: 36-2949777

Contact Person: Marcello Gulotta

Contract #:

Participation: [X] Direct [ ] Indirect

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

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor:

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

Cost Estimating

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

$ 8,757.78

Payment within 30 days after payment of Prime Contractor

(If more space is needed to fully describe DBE 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.

Signature (DBE)

Federico d'Escoto

Print Name

d'Escoto, Inc.

Firm Name

1/22/2014

Date

Subscribed and sworn before me

this 22 day of January, 20 14

Notary Public Jacalyn d'Escoto

SEAL

"OFFICIAL SEAL"
Jacalyn d'Escoto
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/10/2014

Signature (*Prime Bidder/Proposer*)

Jackie Koo

Print Name

Koo and Associates, Ltd.

Firm Name

1/22/2014

Date

Subscribed and sworn before me

this 22 day of JANUARY, 20 14

Notary Public Bill Anderson

SEAL

"OFFICIAL SEAL"
Bill Anderson
Notary Public, State of Illinois
My Commission Expires 07/23/2014

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

APR 1 0 2013

Frederico d'Escoto
d'Escoto, Inc.
420 N. Wabash Suite 200
Chicago, IL 60611

Dear Mr. d'Escoto:

The City of Chicago, your host agency, has reviewed your Continued Eligibility Affidavit and supporting documentation, and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE), program certification eligibility standards as set forth in 49 CFR Parts 23 and 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the Chicago Transit Authority, Metra, Pace and the City of Chicago.

Your certification is approved for a five (5) year period, commencing on April 1, 2013. To remain certified with the IL UCP during the five-year period, you must submit a No Change Affidavit each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c) Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

APR 1 0 2013

Your firm's name will appear in the Illinois Certification Program (IL UCP) DBE Directory under the area(s) of specialty listed below. The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed via the internet at http://www.dot.state.il.us/ucp/ucp.html

NAICS Codes:

236210	Construction Management, Industrial Building
236220	Construction Management, Commercial and Industrial Building
237310	Construction Management, Highway, Road, Street and Bridge
237110	Construction Management, Water and Sewage Treatment Plant
237990	Construction Management, Mass Transit
237990	Construction Management, Outdoor Recreation Facility
237990	Construction Management, Tunnel
541310	Architectural Services
541330	Engineering Services
541340	Drafting Services
541350	Building Inspection Services
541611	Administrative Management and General Management Consulting Services
541512	CAD (Computer-Aided Design) Systems Integration Design Services
541512	CAE (Computer-Aided Engineering) Systems Integration Design Services
541990	All Other Professional, Scientific, and Technical Services
541511	Custom Computer Programming Services
541512	Computer Systems Design Services
541519	Other Computer Related Services

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Thank you for your continued interest in the DBE and ACDBE program.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/vlw

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: EnviroControl Systems Design, Inc.

Address: 3512 Prestwick Lane

City/State: Northbrook Zip 60062

Phone: 847-348-1156 Fax: 847-403-3036

Email: daria@envirocontrol.us

Certifying Agency: Depart. of Procurement Services - City of Chicago

Certification Expiration Date: March 1, 2014

FEIN #: 72-1549750

Contact Person: Daria D. Mileva

Contract #: 1428-13300

Participation: [ ] Direct [X] Indirect

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

[ ] No [X] Yes – Please attach explanation. Proposed Subcontractor: EnviroControl Systems Design, Inc.

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

EnviroControl Systems Design, Inc. will provide mechanical, electrical, plumbing and fire protection engineering servises for new children advocacy rooms at Rolling Meadows Courthouse and Criminal Court Building.

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

MEP/FP services shall be performed for the total sum of $ 16,500.oo (sixteen thousand five hundred) dollars.

(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.

Signature (*M/WBE*)

Daria D. Mileva

Print Name

EnviroControl Systems Design, Inc.

Firm Name

02/04/2014

Date

Signature (*Prime Bidder/Proposer*)

JAH-HEE KOO

Print Name

KOO AND ASSOCIATES, LTD

Firm Name

2-5-14

Date

Subscribed and sworn before me

this 4th day of February, 2014

Notary Public

SEAL OFFICIAL SEAL
DANIEL RAPPEL
NOTARY PUBLIC – STATE OF ILLINOIS
MY COMMISSION EXPIRES OCTOBER 28, 2017

Subscribed and sworn before me

this 5th day of February, 2014

Notary Public

SEAL OFFICIAL SEAL
DANIEL RAPPEL
NOTARY PUBLIC – STATE OF ILLINOIS
MY COMMISSION EXPIRES OCTOBER 28, 2017

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

APR 25 2013

Ms. Daria Mileva
President
EnviroControl Systems Design, Inc.
3512 Prestwick Lane
Northbrook, IL 20850

Dear Ms. Mileva:

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due **March 1, 2014.** Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the Illinois Certification Program (IL UCP) DBE Directory under the area(s) of specialty listed below. The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at http://www.dot.state.il.us/ucp/ucp.html. Your firm's name will appear in the IL UCP DBE Directory under the following NAICS category codes:

APR 25 2013

NAICS Code	Description
541330	Electrical Engineering Services
541330	Engineering Design Services
541330	Mechanical Engineering Services
541330	Engineering Services
541340	Drafting Services

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval, e.g. verification of resources, expertise, and corresponding support documentation, etc.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/akm

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
N/A	

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:
63 West Jackson Blvd., Suite 215 Chicago, IL 60604

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

Yes: X No: _____

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

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

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

4. **REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

PERMANENT INDEX NUMBER(S): 13-04-110-021-0000

(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 [x] Applicant or [ ] Stock/Beneficial Interest Holder

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

Identifying Information:

Name: KOO AND ASSOCIATES, LTD. D/B/A: _____ EIN NO.: 42-1653269

Street Address: 53 W JACKSON BLVD., SUITE 215

City: CHICAGO State: IL Zip Code: 60604

Phone No.: 312-235-0920

Form of Legal Entity:

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

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

[ ] Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
JAH-HEE KOO	6222 NORTH LEROY CHICAGO, IL 60604	100

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

Declaration (check the applicable box):

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

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

JAH-HEE KOO
Name of Authorized Applicant/Holder Representative (please print or type)

PRESIDENT
Title

Signature

2-5-14
Date

JKOO@KOOANDASSOCIATES.COM
E-mail address

312-235-0920
Phone Number

Subscribed to and sworn before me this 5th day of Feb, 2014.

x
Notary Public Signature

My commission expires:
OFFICIAL SEAL
DANIEL RAPPEL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES OCTOBER 28, 2017
Notary Seal

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

- Parent
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Half-brother
- Half-sister

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: JAH-HEE KOO Title: PRESIDENT

Business Entity Name: KOO AND ASSOCIATES, LTD Phone: 312-235-0920

Business Entity Address: 53 West Jackson Blvd., Suite 215 Chicago, IL 60604

_____ 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.

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

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

Owner/Employee's Signature

2-5-14
Date

Subscribe and sworn before me this 5th Day of February, 2014

a Notary Public in and for Cook County

(Signature)

NOTARY PUBLIC SEAL

OFFICIAL SEAL
DANIEL RAPPEL
NOTARY PUBLIC – STATE OF ILLINOIS
MY COMMISSION EXPIRES OCTOBER 28, 2017

My Commission expires 10/28/2017

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: KOO AND ASSOCIATES, LTD.

BUSINESS ADDRESS: 53 WEST JACKSON BLVD., SUITE 215 CHICAGO, IL 60604

BUSINESS TELEPHONE: 312-235-0920 FAX NUMBER: 312-276-8459

CONTACT PERSON: JACKIE KOO

FEIN: 42-1653269 *IL CORPORATE FILE NUMBER: 63943088

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: JAH-HEE KOO VICE PRESIDENT: JAH-HEE KOO

SECRETARY: JAH-HEE KOO TREASURER: JAH-HEE KOO

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

5th day of February, 2014.

X _____
Notary Public Signature

My commission expires: _____

OFFICIAL SEAL
DANIEL RAPPEL
NOTARY PUBLIC – STATE OF ILLINOIS
MY COMMISSION EXPIRES OCTOBER 20, 2017
Notary Seal

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

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

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 22 DAY OF April, 20 14.

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

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

1428-13300

OR

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

TOTAL NOT TO EXCEED AMOUNT OF CONTRACT: $ 83,095.57
(DOLLARS AND CENTS)

FUND CHARGEABLE:_____