

CONTRACT FOR PROFESSIONAL SERVICES
COOK COUNTY DOCUMENT NO. 1455-14184



PROFESSIONAL ARCHITECTURAL ENGINEERING SERVICES
FOR
JUVENILE TEMPORARY DETENTION CENTER
ELECTRONIC MEDICAL RECORDS TELECOMMUNICATIONS INFRASTRUCTURE

Between

OFFICE OF CAPITAL PLANNING & POLICY

AND

CARLILE ARCHITECTS/845 DESIGN GROUP JOINT VENTURE

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

JUL 29 2015

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

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12/20/13

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

Carlile Architects/845 Design Group Joint Venture

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 **Carlile Architects/845 Design Group Joint Venture** (herein referred to as the "**Consultant**") pursuant to authorization by the Cook County Board of Commissioners on July 29, 2015 as evidenced by the Board authorization letter attached hereto as Appendix A. This Agreement provides for professional services for the following project: Juvenile Temporary Detention Center Electronic Medical Records Telecommunications Infrastructure 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 Appendixes and attachments incorporated herein by this reference: Appendix A, Board Authorization Letter; Appendix B, Scope of Services; Appendix C, Key Personnel; Appendix D, Minority and Women Owned Business Enterprise Commitment Policy and Goals/ Utilization Plans; Appendix E, Project Schedule; Appendix F, Fee Proposal; Appendix G, Insurance Certificate; Appendix H; Travel Policy; Appendix I, Identification of Subconsultants; Appendix J, Certification for Consulting or Auditing Services; Appendix K, Economic Disclosure Statement and Execution Document.
- 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", "CO", or "Amendment"** 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 2.1.1.
- 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

This Agreement takes effect when approved by the Cook County Board and its term shall begin on **August 10, 2015 and continue until December March 13, 2017** or until this Agreement is terminated in accordance with its terms, whichever occurs first.

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

personnel from the Project. Upon receipt of such notice, the Consultant will forthwith remove such Key Personnel or other assigned personnel and furnish to the County other acceptable personnel, which personnel will thereafter be subject to the provisions of this Section.

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

- 1.5.14 Consultant's Work Restrictions.** 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.
- 1.5.15 Consultant's Promotional Materials.** The Consultant will not include representations of the design of the Project in the Consultant's promotional and professional materials without the express prior written consent of the County, which may be granted or withheld in the County's sole discretion. The Consultant's materials will not include the County's confidential or proprietary information.
- 1.5.16 Conflict Of Interest.** The Consultant covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement no person having any such interest will be employed. The Consultant agrees to inform the County on a timely basis of all of the Consultant's interests, if any, which are or which the Consultant reasonably believes may be incompatible with any interest of the County. The Consultant will not use for personal gain or make other improper use of privileged information which is acquired in connection with its services under this Agreement. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development, medical, personnel or security records of individuals, anticipated material requirements or pricing actions, and knowledge of selection of contractors and subcontractors in advance of official announcement. The Consultant agrees to familiarize itself with County rules and regulations and inform its employees of all County policies respecting contraband and other matters.
- 1.5.17 Confidentiality.** The Consultant acknowledges and agrees that information regarding this Agreement is confidential and will not be disclosed, directly, indirectly or by implication, or be used by the Consultant in any way, whether during the term of this Agreement or at any time thereafter, except solely as required in the course of the Consultant's performance of services hereunder, or under compulsion of law. In the event the Consultant has been served with a subpoena or request for documents filed in any action in any court or administrative agency in connection with the execution, negotiation or implementation of this Agreement, the Consultant will give prompt and timely notice to the County so that the County will have an opportunity to contest such subpoena or request for documents unless such notice cannot be provided because of a court order issued by a court of competent jurisdiction. The Consultant will comply with the applicable privacy laws and regulations affecting the County and will not disclose any of the County's records, materials, or other data to any third party, other than its attorneys or other individuals within the Consultant's related business entities who have a need to know and who agree in advance not to make further disclosure. The Consultant will not have the right to distribute statistical analyses and reports utilizing data derived from information or data obtained from the County without the prior written approval of County, other than to its attorneys or other individuals within the Consultant's related business entities who have a need to know and who agree in advance not to make further disclosure. In the event such approval is given, any such reports published and distributed by the Consultant will be furnished to the County without charge.
- 1.5.18 Compliance with Laws.** The Consultant will observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of this Agreement. Assurance of compliance with this requirement by the Consultant's employees, agents and subcontractors will be the responsibility of the Consultant.
- 1.5.19 Lobbyist Ordinance.** The Consultant will take notice of the County Lobbyist Registration Ordinance and will comply with all the provisions therein. The Consultant will not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any

gratuity or special favors from individuals or organizations with whom the Consultant is doing business or proposing to do business, in accomplishing the services under this Agreement.

- 1.5.20 Accident Reports.** The Chief Procurement Officer will be given written notification within twenty-four (24) hours of receiving notice of any occurrence, on the site or otherwise, which pertains in any way to this Agreement and involves the Consultant's own personnel, or those of any of its sub-consultants whether said occurrence be in the nature of bodily injury to employees or third parties or property damage. The report will include the name of person(s) injured, name of his or her employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated such person(s) for injuries sustained, and such other information as may be relevant. The local police will be notified by the Consultant of any occurrence requiring an official police record. The accident report will indicate whether the police were notified and, if so, the number of the police report.
- 1.5.21 Use of Premises.** The Consultant will confer with the County to ascertain full knowledge of all rules and regulations of the County facilities relative to this Agreement and will comply therewith. The Consultant will confine the operations of its employees, agents and subcontractors to the limits indicated by laws, ordinances, permits and/or direction of the Project Director and will not unreasonably or unnecessarily encumber the premises with materials or debris. The County reserves the right to prohibit any person from entering a County facility for any reason. All contractors and subcontractors of the Consultant will be accountable to the Project Director while on the County's property and will abide by all security regulations imposed by the County. The Consultant will not load or permit any part of the structure to be loaded with weight that will endanger the structure's safety.

ARTICLE 2

BASIC SERVICES

2 BASIC SERVICES

The Consultant's Basic Services consist of all those services described in 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) copies, of

submissions/deliverables described in this Section 2.1.1.3. are requested by the County, then only such additional copies shall be reimbursed as Reimbursable Expenses, if submitted in accordance with Section 6.3. Where approval or acceptance is required on the part of the County of such submission/deliverable, the Project Director shall, in accordance with Section 4.1 be responsible for notifying the Consultant whether such submission deliverable is accepted or approved by the County. The County reserves the right to revise these procedures, as it deems necessary. Any such revisions shall be effective up receipt of written notice thereof from the County to the Consultant.

- 2.1.2 Cost Loaded Schedule.** The Consultant will, within 14 days after the Effective Date, prepare and submit to the County for its review and acceptance the **Cost Loaded Schedule**. The Consultant will update the Cost Loaded Schedule quarterly or when requested by the County; provided, however, that any changes in the Cost Loaded Schedule shown in such update will not become effective unless and until such changes are first approved by the County.
- 2.1.3 Monthly Progress Reports.** Throughout the term of this Agreement, the Consultant will prepare monthly progress reports which relate to the complete Project status. The monthly progress reports will include such records and information are requested by the County, but will include, as a minimum, the following: (a) updated site plan and photos; (b) the most recently accepted Schedule for the Project; (c) status of compliance with Government and Other Standards, and an updated copy of the checklist described in Section 2.1.8; (d) activities completed since the last report; (e) items pending since the last report (f) projected progress; (g) outstanding decisions required from others; (h) change order summary; (i) a lien claim summary; (j) a list of known defects and status of corrections taken; (k) a list of any known problems that may have a material, adverse impact on the design, construction or cost of the Project; and (l) and all matters of which the Consultant believes the County should be aware. Monthly progress reports will be provided to the County once a month and no later than seven (7) days after the end of the calendar month considered in such report. Monthly Progress Reports may not contain more than one month in a report.
- 2.1.4 Budget, General.** The County has developed a **Budget** which establishes the cost quality standards for the Project. The County reserves the right to modify the Budget from time to time.
- 2.1.4.1 Budget, Notifications and Recommendations.** Should the Consultant determine that the Project cannot be accomplished within the Budget approved by the County, the Consultant will promptly notify the County, in writing with sufficient detail and with explanation of the reasons therefore, together with recommendations representing the best judgment of the Consultant, so that the Project scope in relation to Budget can be reviewed and modified as necessary at the direction of the County.
- 2.1.4.2 Statement of Probable Cost.** Prior to commencement of the Schematic Design Phase, the Consultant will prepare and submit for the County's review, a preliminary **Statement of Probable Cost** based on available information, including, without limitation, design objectives and the Budget.
- 2.1.4.3 Detailed Cost Estimates.** The Consultant will prepare detailed cost estimates and, based on the cost estimates, update its Statement of Probable Cost at the completion of the following stages: (a) completion of 100% Schematic Design Phase; (b) completion of 50% Design Development Phase; (c) completion of 100% Design Development Phase; (d) completion of 50% **Contract Documents**; (e) completion of 95% Contract Documents; and (f) 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 to 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 at 50% completion and 100% completion. As part of Basic Services and at no additional charge to the County, the Consultant will prepare such revisions to the Schematic Design Documents as the

County may request. The Schematic Design Documents will also specifically address any phasing requirements of the Project, and the planning will be directed to minimizing both construction and operating costs.

- 2.3.1 Preliminary Circulation Plan.** The Consultant will develop a preliminary Circulation Plan which sets forth the access, delivery and removal and storage of materials on the Project site for ingress and egress. The Consultant will provide Schematic design phase services as required for the preliminary development of the Circulation Plan.
- 2.3.2 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 Alternative Approaches; 50% Schematic Design.** Unless noted otherwise, the Consultant will provide to the County, a minimum of three (3) alternative conceptual approaches to the design and construction of the Project for the County's review and selection. The Consultant will revise the selected concept as requested by the County where such concept requires refinement to meet the Program needs. Such requests may be made for any purpose including, but not limited to, design considerations, constructability, value engineering and scheduling considerations. The Consultant will provide additional alternative approaches without additional renumeration where the selected concept does not meet the Program needs. The final concept which will include preliminary circulation will comprise the 50% Schematic Design Documents.
- 2.3.4 100% Schematic Design.** Upon the County's conditional approval of the 50% Schematic Design documents the Consultant will prepare the 100% Schematic Design Documents which will further refine the general arrangements and other components to assure functionality and compliance with the Program needs.
- 2.3.5 Detailed Cost Estimates.** The Consultant will update its Statement of Probable Cost at the completion of 100% Schematic Design Phase, in accordance with Section 2.1.4.2.
- 2.3.6 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.
- 2.3.7 Conditional Approval of Schematic Design Phases.** The Consultant will obtain the County's conditional approval for the 50% Schematic Design submittal prior to proceeding to the 100% Schematic Design phase and approval for the 100% Schematic Design submittal prior to proceeding to the Design Development. The Schematic Design Phase is intended to establish the general layout, scales, components and their relationships as enumerated in Section 2.3 and generally established industry practice. The County's review and conditional approval of Schematic Design concepts will not constitute or be construed to be an acceptance or approval of any specific system design.

2.4 DESIGN DEVELOPMENT PHASE

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

- 2.4.1 Development: Minimum Requirements.** The Design Documents will minimally consist of drawings and other documents to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical, electrical, fire protection and life safety engineering components, security features, materials and such other elements as may be appropriate. The design documents will include cross referenced sections, details and plans, column lines, equipment clearances and dimensions for finished rooms, corridors, building and other components, elevations, design details, sections and plans and all other information required to adequately convey the scope of work. The Consultant will make any adjustments authorized by the County in the Program, Schedule or the Budget,
- 2.4.2 Revisions to Conform to County Approvals.** As part of Basic Services and at no additional charge to the County, the Consultant will prepare such revisions to the Design Development Documents as the County may request if the documents deviate from approvals given by the County. The Consultant will be compensated if the County requests changes that are contrary to previous approvals and substantially increase the scope of the Project. The Consultant will prepare the Design Development Documents so that such are in conformance with the Budget.
- 2.4.3 Phasing.** The Design Development Documents will specifically address any phasing requirements of the Project, and the design will be directed to minimizing both construction and operating costs.
- 2.4.4 Continuation of Information Gathering.** The Consultant will continue to meet and consult with the County for purposes of developing and obtaining information deemed necessary for preparation of the Design Development Documents and to inform the County of the status and progress of such Design Development Documents.
- 2.4.5 Information and Product Sheets.** The Consultant will provide the County, for review and approval information and product sheets for components and building systems the Consultant proposes to use in the design of the Project. The County reserves the right to request specific products or components where the County wishes to standardize systems or for special use areas such as hospitals, detention facilities, courthouses and other building types.
- 2.4.6 Choice of Materials.** The Consultant will design the Project with materials and equipment it determines from its knowledge and experience to be in the best economic interest of the Project; provided, however that the County will have the authority to direct the Consultant to utilize specific materials or equipment for the Project design, as long as such equipment or materials conform to the Budget. The County may request changes in texture, finish or materials affecting the appearance, decoration or utility of the Project. If during the course of design or construction, the Consultant becomes aware of conditions which make material, equipment or labor unavailable or which will materially affect the supplies thereof; the Consultant will so advise the County so that appropriate planning may be considered.
- 2.4.7 Coordination with Information Technology.** The Consultant will coordinate its design for the Project with the County's selections of telephone, data communications, audiovisual, security and computer systems.
- 2.4.8 Long Lead Items.** The Consultant will identify and prepare a schedule for the procurement of long lead items. In preparing this schedule, the Consultant will coordinate with the County for the method of purchase for timely delivery of such long lead items.
- 2.4.9 Detailed Cost Estimates.** The Consultant will update the Statement of Probable Cost at the completion of 50 %,and 100% Design Development documents, , in accordance with Section 2.1.4.2.
- 2.4.10 Conditional Approval of Design Development Documents..** The Consultant will obtain the County's conditional approval for the 50% Design Development Document submittal prior to proceeding to the 100% Design Development Document phase and approval for the 100% Design Development Document Phase prior to proceeding to the Construction Documents Phase.. The County's review and conditional approval of Design Development Documents will not constitute or be construed to be an acceptance or

approval of any specific system design where the County is required to rely upon the Consultant's knowledge for such design.

2.5 CONSTRUCTION DOCUMENTS PHASE

Based on the approved 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 2.1.4.3.
- 2.5.8 Conditional Approval of Construction Documents.** The Consultant will obtain the County's conditional approval for the 50% Construction Documents submittal prior to proceeding to the 95% Construction Documents and approval for the 95% Design Construction Documents prior to proceeding to the 100% Construction Documents. The County's review and conditional approval of the Construction Documents will not constitute or be construed to be an acceptance or approval of any specific system design, details or specifications where the County is required to rely upon the Consultant's knowledge for such design.

2.6 BIDDING/NEGOTIATION PHASE

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

- 2.6.1 Printing Bid Documents.** The Consultant will provide electronic bidding documents (on CD in PDF format) for the use of prospective bidders. The Consultant will provide **TWENTY-FIVE (25)** Sets of electronic bidding documents as part of Basic Services. If more than the foregoing twenty-five (25) Sets are requested by the County, then only such additional Sets may be reimbursed as Reimbursable Expenses, if documented in accordance with Article 6. A **"Set"** of bidding documents will be defined as one (1) copy of Volume I (Instructions to Bidders; General Conditions; Special Conditions; Miscellaneous and Execution Forms), one (1) copy of Volume II (Specifications) and one (1) Set of Drawings. Additionally, as part of the Basic Services, the Consultant will provide four (4) complete, printed record bid Sets to the County. Each "record bid set" will be defined as one (1) copy of Volume I, one (1) copy of Volume II, one (1) copy each of all additional volumes of technical and other specifications, and one (1) copy of the drawing Set. Additionally, the Consultant will provide one (1) electronic copy (on CD or flash drive in PDF format) of the record bid set to the County. **All costs of printing specified in this Section are included in Basic Services and are not Reimbursable Expenses.**
- 2.6.2 Evaluation of Bids.** Following the County's approval of the Construction Documents, the Consultant will: assist the County in soliciting bids; coordinate and issue documents; evaluate and make recommendations on proposed substitutions; attend pre-bid conferences; answer all questions regarding the interpretation of documents; prepare and issue all addenda necessary to clarify documents; and assist in the review and evaluation of bids and recommend contract awards.
- 2.6.3 Application for Building Permit; City of Chicago.** The following provisions apply only if the Project site is located in the City of Chicago. Due to the extended period of time typically required to obtain a building permit in the City of Chicago, the Consultant will be responsible for initial application for the permit and for pursuing the permit process until award of the Contract for Construction. Therefore, following the County's approval of the Construction Documents, the Consultant will apply for a building permit in accordance with the following process, or any other process instituted by the City of Chicago.
- 2.6.3.1 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 20 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.
(b)
- 2.8.2.10 Special Reports.** Where special requests for reports are made by the County, the Consultant will submit within seven days of the County's request, a written statement of the Project progress; summary of payments made; and construction status in accordance with the Contract Documents.
- 2.8.2.11 Written Interpretations of Contract Documents and Responses to RFI's.** The Consultant will issue written interpretations of the Contract Documents and written responses to all requests for information ("RFI's"). The Consultant will make recommendations within seven days of receipt of the submission to the Consultant, on all requests of the County or the Contractor relating to the execution and progress of the Work and on all matters or questions related thereto. Any directive affecting construction costs and/or schedule will only be issued by the County.
- 2.8.3 Other Contractor Oversight and Assistance.**
- 2.8.3.1 Review of Inspections, Testing, Systems, and Equipment.** The Consultant will review the Contractor's inspection and testing of utilities, operational systems and equipment for readiness and will monitor the initial start-up and testing of such systems and equipment.
- 2.8.3.2 Coordination of Reviews and Inspections.** The Consultant will assist the County and the Contractor in coordinating federal, state, local governmental and regulatory agency reviews and or inspections as necessary for obtaining certificate(s) of Substantial Completion in accordance with the Contractor's agreement with the County.
- 2.8.3.3 Evaluation of Substitutions.** The Consultant will provide services/coordinate with any other consultants providing services in connection with evaluating substitutions proposed by the Contractor after issuance of Contract Documents and making subsequent revisions to drawings, specifications and other Project Documents resulting therefrom.
- 2.8.3.4 Review of Contractor's Documentation of Work.** During the course of construction, the Consultant will consult with the Contractor and review the Contractor's marked-up prints, as-built drawings and other data necessary for documentation of the Work and any changes in the Work, and will forward such documents to the County, with appropriate recommendations, for the County's review and records.
- 2.8.4 Disputes; Non-Conforming Work.**
- 2.8.4.1 Authority to Reject Nonconforming Work.** The Consultant will have no authority to reject Work, except as otherwise provided herein. If the Consultant determines that the Work of the Contractor

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

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

2.8.5 Revisions, Change Orders.

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

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

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

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

corrective Work, extra Work, claims for additions or replacement Work required as a result of errors, omissions, ambiguities or inconsistencies in the, Project Documents.

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.

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.

5.2 INSURANCE REQUIREMENTS

(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
 - \$1,000,000 each Accident
 - \$1,000,000 each Employee
 - \$1,000,000 Policy Limit for Disease

(b) Commercial General Liability Insurance

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

Each Occurrence	\$ 1,000,000
General Aggregate 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) Umbrella/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:	\$3,000,000
General Aggregate Per Project	\$3,000,000

(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**

The County will not allow the Contractor to 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. 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.

(e) **Property Insurance**

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

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 \$3,000,000 per occurrence and \$3,000,000 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 (\$290,382.70). 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. No funds 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

Reimbursable 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.

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Absent a dispute, the Consultant shall receive payment within net 90 days of Office of Capital Planning approving the invoice.

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

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

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

requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

- 7.2.1 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.
- 7.2.2 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.
- 7.2.3 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 Phil Boothby
69 West Washington Street, 30th Floor
Chicago, Illinois 60602

TO THE CONSULTANT:

Carlile Architects/845 Design Group Joint Venture
Attn: Jacob J. Carlile, AIA
1234 Harrison Ave.
LaGrange Park, IL 60526

11.4 TAXES

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

11.5 GOVERNING LAW AND VENUE

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

11.6 WAIVER

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

11.7 HEADINGS

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

11.8 ENTIRE AGREEMENT

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

11.9 SEVERABILITY

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

11.10 NO THIRD PARTY BENEFICIARIES

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

11.11 ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

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

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

11.14 SURVIVAL

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

11.15 COMMENCEMENT OF THE STATUTE OF LIMITATIONS

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

11.16 CERTIFICATIONS PURSUANT TO COUNTY ORDINANCES AND STATE LAWS

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

END

APPENDIX A

BOARD AUTHORIZATION

15-4492

Presented by: PHIL BOOTHBY, Director, Office of Capital Planning and Policy

PROPOSED CONTRACT

Department(s): Capital Planning & Policy

Vendor: Carlile Architects/845 Design Group Joint Venture, LaGrange Park, Illinois

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

Good(s) or Service(s): Professional Design Services

Contract Value: \$290,382.70

Contract period: 8/10/2015 - 3/13/2017

Potential Fiscal Year Budget Impact: FY2015 \$290,382.70

Accounts: 1619

Contract Number(s): 1555-14184

Concurrences:

The vendor has met the Minority and Women Owned Business Enterprise Ordinance.

The Chief Procurement Officer concurs.

Summary:

The installation of the telecommunications infrastructure is in support of the required software under the Transitional Administrator's Agreed Supplemental Order, Memorandum of Agreement, and Modified Implementation Plan. Installation of infrastructure wiring for fiber optic and copper backbone with category 5e wiring at the Juvenile Temporary Detention Center that will support inter-connection to a Wide Area Network (WAN) to service all departments and agencies. The infrastructure wiring will be utilized by connecting software programs Resident Medical Information System, Electronic Medical Records, and Guardian RFID.

Request for Proposals (RFP) procedures were followed in accordance with the Cook County Procurement Code. Carlile Architects/845 Design Group Joint Venture was selected based on established evaluation criteria.

APPENDIX B

SCOPE OF SERVICE

1455-14184 – JTDC ELECTRONIC MEDICAL RECORDS TELECOMMUNICATION INFRASTRUCTURE

Overview

The telecommunications infrastructure at the Juvenile Temporary Detention Center (JTDC) does not meet the Cook County wiring standards for data and voice transmission. These systems have not received any major upgrades since the buildings were constructed. Due to the increased need for more bandwidth for projects such as the JTDC Digital Video, Electronic Medical Records, and Countywide Time & Attendance, there is an immediate need to upgrade the existing infrastructure.

The following is the list of facilities to be included in this Project:

- Juvenile Temporary Detention Center: Located at 1100 S. Hamilton in Chicago, Illinois; the facility is approximately 612,857 square feet. Completed in 1974.
- Juvenile Temporary Detention Center West Building: Located at 2245 W. Ogden in Chicago, Illinois; the facility is approximately 412,437 square feet. Completed in 1993.

Detailed Scope of Services

The Consultant will be responsible for all design work conforming to the local municipal codes, public agencies having jurisdiction over the facilities and the Cook County Environmental Code. The scope of basic services will include all of the items in the Professional Service Contract. Certified background checks will be required for all individuals working on the JTDC Campus. The project scope of work includes the following, but not limited to design for:

- Bringing existing fiber optic infrastructure up to current County wiring standards for the East and West buildings (52 total IDF closets)
- Wireless access points in the West building (survey & design)
- Adding additional category 5e wiring to each location in the West building
- Structured wiring infrastructure to the West building Penthouse
- Adding copper house cable to connect East Building concourse to main telecom room in the West Building
- Adding voice/data drops in the medical unit and all areas where medical evaluations are performed and medication is dispensed
- Adding voice/data drops in the new office areas by the elevators
- Adding voice/data drops in the Administration Offices towards the south end of the school area
- Adding conduits from the satellite closets in the school to the closest IDF closets (approximately 4)
- Investigate and determine if there is adequate cooling to match the heat load of any added equipment under the design of this project.
- Removal of the power conditioner from the existing power feed and new electrical distribution to the MDF equipment room

IN ADDITION TO THESE SPECIFIC SERVICES THE FOLLOWING SERVICES WILL ALSO BE REQUIRED:

GENERAL RESPONSIBILITIES OF THE A/E

A. Detail of Services

The services required will involve developing plans and specifications to bid and obtain permits for construction projects.

1. Basic Services Design and Construction Document Services

Firms are also expected to:

- Visit each facility (building) and make complete assessment of the facility.
- When testing existing equipment to be operational, the AE should be prepared to support the facility with independent means should a system or system(s) fail to start or re-activate. AE to provide the necessary support until such time the facilities own systems are operational and no longer need supplemental support.
- Provide design services, specifications, and drawings to accomplish the project objectives.
- Provide Independent Cost Estimate (ICE) with each deliverable.
- Provide remediation design for the complete building abatement (if necessary). Environmental Construction oversight and testing of remediation activities will be by others.
- Provide all necessary permitting scope (including site surveys required to obtain applicable building permits).
- This Project will be prepared as one design package. The Consultant fees should be prepared accordingly.

2. Deliverable Milestones

- **Assessment report**
 - Due 15 *business Days* after NTP is issued.
 - Obtain written direction prior to proceeding to Schematic Design.
- **Schematic Design Docs (50% complete drawings, specifications, and ICE)**
 - Due 10 *business days* after receiving written authorization to proceed with this phase of design from the OCPP.
 - Upon receipt of Schematic Design Document comments from the OCPP, proceed with Design Development documents
- **Design Development Docs (75% complete drawings specifications, and ICE)**
 - Due 15 *business days* after receiving OCPP comments on previous submittal (Schematic Design docs).
 - Upon receipt of Design Development Document comments from the CHA, proceed with Permit/Bidding documents
- **Permit/Bidding Docs (95% complete drawings specifications, and ICE)**
 - Due 15 *business days* after receiving OCPP comments on previous submittal (Design Development docs).
 - Upon receipt of Permit/Bidding Document comments from OCPP, proceed with Construction Documents
- **Construction Docs (100% complete drawings and specifications, issued for construction)**
 - Due no later than 5 *business days* after permit is issued.

3. Deliverables

- Assessment Report (complete with ICE)
- Schematic Design Docs (50% complete drawings, specifications, and ICE)
- Design Development Docs (75% complete drawings, specifications, and ICE)
- Permit/Bidding Docs (95% complete drawings, specifications, and ICE)
 - Construction Docs (100% complete drawings, specifications and ICE, issued for construction)
- Project Closeout
- Post Completion Warrantee

4. Additional Requirements

1. Verify program needs and confirm current conditions, budget and schedule. This includes all necessary site inspections to evaluate the current site conditions. The findings should be incorporated into the construction drawings in order to avoid change-order requests during construction. Conduct all necessary investigations, surveys, including wetland delineations, geotechnical investigations, environmental and floristic investigations, feasibility studies, and/or programming studies needed to inform drawings and technical specifications.
2. Develop construction cost estimates, construction schedules, and budgets based on plans.
3. Conduct any investigation and/or testing necessary to produce accurate and complete contract documents and to satisfy Cook County and all other governing agencies permit requirements. Coordinate with other Project Manager prior to investigation or testing at any site.
4. Engineer site utilities as necessary, including sewer, water, gas, irrigation and electrical based on topographic surveys.
5. Perform an investigative survey and code analysis of existing buildings, facilities, systems and the like, if applicable.
6. Provide cost estimates sufficiently detailed to project realistic costs (e.g., not based on square footage), at 10% (programmatic design), 30% (schematic design), 50% (design development), 95% (pre-final design) and 100% (final construction documents). The awardee assumes all responsibility for staying within the assigned construction-project budget unless otherwise directed in writing by OCPP project manager. **NOTE: If the lowest bona-fide bid for the construction of the project exceeds the awardee's estimate for the project budget by more than 10%, OCPP may direct the awardee to redesign the project to conform to the project budget, with no additional compensation to the awardee.**
7. Meet with Office of Capital Planning & Policy (OCPP) staff and any other public/private agencies, organizations, and community representatives, as required, and prepare meeting minutes.
8. Prepare presentation materials for public meetings. Attend, facilitate and prepare meeting minutes if required.
9. Communicate with OCPP project manager on a regular basis; provide updates to project schedules, cost estimates and respond to issues raised by permitting agencies. OCPP project manager may require monthly reports that include these items.
10. Complete A/E checklist to be provided by OCPP project manager throughout the course of the project. Submit in-progress checklist to OCPP at 50% review and completed A/E checklist to OCPP at 95% review stage.
11. Be familiar with all applicable Cook County building, zoning, environmental and health codes and local fire safety codes. Designs must meet or exceed the standards set forth in these codes, ADA and the Illinois Accessibility Code. Any changes in these codes during the life of the contract will not entitle consultant to additional compensation.
12. Determine if the project will be subject to the Metropolitan Water Reclamation District's ("MWRD") regulations and guidelines pertaining to storm water management as well as any additional storm water recommendations.
13. Submit drawings, technical specifications and cost estimates to OCPP project manager for review at the end of Schematic Design (30%), Design Development (50%) and Final Design (95%) and attend design review meetings following each submission. **NOTE: Technical specifications should be technical specifications only and should not include any terms, conditions or other**

information concerning contractual matters. Cost estimates should include any identified alternates and a schedule of unit prices worksheet.

14. The Consultant shall become familiar with and utilize the Cook County Office of Capital Planning and Policy (OCP) web based management system. Currently the software system being utilized is Wizard Software Solutions – Projecto.
 - a. It is the responsibility for the A/E to oversee all electronic transfer of data from the field to the OCP web-based management system.
 - b. The A/E is responsible for all reporting, correspondence, daily photographic documentation, and analysis to be uploaded electronically.
 - c. The A/E shall provide monthly project reports, indicating schedule, budget, and other project deliverables, using the OCP's web-based management system.
 - d. The A/E will be required to include in their proposal the cost to purchase the license to utilize the Cook County Wizard software system for the duration of the project. The cost for license and professional services is a one-time fee of \$1,300. The recurring annual cost is \$1,080 and/or \$90.00 per month for the duration of the project(s). Please include these costs in your proposal.

REQUIRED SERVICES FOR ALL PROJECTS

The Consultant is expected to provide the services outlined below:

A. Standards, Requirements, and Expectations

The work performed by the consultant for the project shall meet the following standards, requirements, and expectations.

1. **Project Drawings.** The generation of all necessary drawings shall be the responsibility of the project awardee. OCPP will provide prints of any historical drawings that are available for a specific site, but cannot guarantee the accuracy of this information.
2. **Technical Specifications.** The final version of technical specifications must be provided to OCPP electronically, as ONE Microsoft Word document, NOT write-protected, along with a final electronic version of the drawings in Auto CAD format and pdf format. Drawings and technical specifications shall be delivered at least two (2) days prior to the scheduled date of project advertisement.
3. **Accessibility.** All work must comply with the Americans with Disabilities Act and the latest version of the Illinois Accessibility Code. The selected firm and OCPP's project manager will meet early in the schematic design phase to determine a clear direction for required accessibility improvements.
4. **Sustainability.** In accordance with the Cook County Code of Ordinances, Part I: Chapter 2: Article I: Section 2.6 – Construction, all new building construction and major renovations must be designed to meet various requirements for Leadership in Energy and Environmental Design (LEED) certification. Cook County's Green Building Ordinance, all new buildings and major renovations must meet the goal of obtaining at least 8 points in the LEED-NC Energy and Atmosphere category. The level of LEED certification may vary by project. OCPP also encourages other recommendations for improving the sustainability for all facilities and landscapes. The architect should prepare a score card to demonstrate what the project would have achieved if LEED certification were pursued.
5. **Cold Cathode Lighting.** The County is encouraging energy efficient lighting and the best means for achieving the lowest actual watts/sq. ft. in conjunction with providing the highest code rendering index "CRI" for interior and exterior lighting as applicable on a project by project basis. Consultant is encouraged to bring suggestions by achieving energy efficiency to OCPP for further review.
6. **CAD.** The consultant shall produce AutoCAD drawings for each project that include accurate base drawings for the entire building/project area. Upon completion of each project, a disk containing the final drawing set shall be sent to OCPP. If available for this particular project, OCPP will provide CAD drawings that would be given to the AOR's. The OCPP CAD File System Overview is available and it contains existing conditions, existing blocking, and existing stacking plans.
7. **Historic Buildings or Facilities.** Unless directed by OCPP, where historic buildings, facilities or landscapes are involved, all work shall be consistent with the *Secretary of the Interior's Standards for Rehabilitation*. OCPP may provide other standards for buildings, facilities or landscapes that have special historical or cultural significance.
8. **Permits.** The project design firm is expected to provide a design that is in compliance with all applicable codes and ordinances, a permit submittal that is in compliance with all jurisdictional requirements and cooperate in resolving any permit-related issues. **Note that the Code requires compliance with Cook County building codes regardless of whether a project is located within**

an incorporated municipality. 70 ILCS 810/8.4. In addition to Cook County Building & permits, permits may be required from various local zoning boards, the Cook County Department of Environmental Control, Cook County Department of Highways, U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Illinois Environmental Protection Agency, Illinois State Historic Preservation Agency, Will-South Cook County Soil and Water Conservation Districts, North Cook County Soil and Water Conservation District, the Metropolitan Water Reclamation District of Greater Chicago and other agencies. In addition, OCPP may be required to conform to the requirements of local fire protection bureau serving each respective facility. The consultant shall have experience dealing with a variety of fire prevention districts including City of Chicago and various local suburban agencies.

9. **Alternates.** If required, the consultant shall develop construction documents with add or deduct alternates, and shall clearly identify these alternates in all cost estimates.

REQUIRED PROJECT DOCUMENTATION

A. GENERAL/SUMMARY

This Section provides for:

1. Preconstruction photographs.
2. Exterior and Interior progressions and slideshows.
3. Final Completion construction photographs.
4. Comprehensive digital photographic documentation of the construction process progressively and at selected milestones.
5. Documentation inclusive of electronic indexing, navigation, storage and remote access throughout construction.
6. Contractor support, security of information and technological requirements related to the documentation.
7. Qualifying credentials required by Contractor.

B. DOCUMENTATION PLATFORM AND DELIVERY METHOD

1. Indexing and navigation system will utilize actual construction drawings or equivalent as the basis for an interactive on-line interface. For all documentation referenced herein, indexing and navigation must be organized by both time (date-stamped) and location throughout the Project. Access interface will include multiple active projects per user, if applicable, and recent documentation activity summaries per project allowing for direct access to project plans and shoots from summary display. Documentation activity can be queried by date range via activity searches.
2. Documentation will combine indexing and navigation system with inspection-grade high-resolution digital photography designed to capture actual conditions throughout construction and at critical milestones. Documentation will be accessible on-line within 24 hours after each shoot, through the use of an Internet connection. Documentation will allow for multiple-user access, simultaneously, on-line. Access shall adhere to industry standards for information security and protection of data. Multi-tiered access levels shall be achievable through use of individual passwords, if applicable. Users will be able to identify other authorized users on each project.
3. Online interface will allow users to comment (privately or publically) on images, shoots and projects and to create customizable tags that can be reviewed through an integrated reporting functionality. These images and reports must be made available through PDF and a standalone link. All images or reports will be identified by time, date, location, and include associated comments that can be archived indefinitely. The administrator can restrict commenting functions. Commenting permissions, per user, can be set to either (1) read/write, (2) read only or (3) no read/no write permissions at the option of the Administrator.

C. DOCUMENTATION ELEMENTS

1. Prior to mobilization, all existing conditions of streets, roadways, parkways, driveways, curbs, sidewalks, landscaping and structures surrounding the building pad and site will be documented using overlapping photographic techniques. Indexing and navigation shall be accomplished through interactive architectural drawings. This documentation may be required at multiple intervals prior to commencing vertical construction.
2. Construction progress for all trades will be tracked at pre-determined intervals, but not less than once every thirty (30) calendar days ("Progressions"). Progression documentation will comprehensively track both the exterior and interior construction of the building. Exterior Progressions will track 360 degrees around the site and each building. Interior Progressions will track interior improvements beginning when stud work commences and continuing until Project

completion. Indexing and navigation accomplished through interactive architectural drawings. Integrated commenting and tagging will allow for isolation of issues on the interactive plan and for report generation including, per report, issue image, index number, date and depiction of issue location on the floor plan or site plan.

3. As-built condition of pre-slab utilities and site utilities will be documented prior to pouring slabs, placing concrete and/or backfilling. This process will include all underground and in-slab utilities within the building(s) envelope(s) and utility runs in the immediate vicinity of the building(s) envelope(s). This may also include utilities enclosed in slab-on-deck in multi-story buildings. Overlapping photographic techniques will be used to insure maximum coverage. Indexing and navigation accomplished through interactive site utility plans. Integrated commenting and tagging will allow for isolation of issues on the interactive plan and for report generation including, per report, issue image, index number, date and depiction of issue location on the floor plan or site plan.
4. As-built conditions of mechanical, electrical, plumbing and all other systems will be documented post-inspection and pre-insulation, sheet rock or dry wall installation or as near to this milestone as is reasonably possible. This process will include all finished systems located in the walls and ceilings of all buildings at the Project. Overlapping photographic techniques will be used to insure maximum coverage. Indexing and navigation accomplished through interactive architectural drawings. Integrated commenting and tagging will allow for isolation of issues on the interactive plan and for report generation including, per report, issue image, index number, date and depiction of issue location on the floor plan or site plan.
5. As-built conditions of exterior skin and elevations shall be documented with an increased concentration of digital photographs as directed by Client in order to capture pre-determined focal points, such as waterproofing, window flashing, radius steel work, architectural or EIFS detailing. Overlapping photographic techniques will be used to insure maximum coverage. Indexing and navigation accomplished through interactive elevations or elevation details. Integrated commenting and tagging will allow for isolation of issues on the interactive plan and for report generation including, per report, issue image, index number, date and depiction of issue location on the floor plan or site plan.
6. As-built finished conditions of the interior of each building including floors, ceilings and walls shall be documented at certificate of occupancy or equivalent, or just prior to tenant/owner occupancy, or both, as directed by Client. Overlapping photographic techniques will be used to insure maximum coverage. Indexing and navigation accomplished through interactive architectural drawings. Integrated commenting and tagging will allow for isolation of issues on the interactive plan and for report generation including, per report, issue image, index number, date and depiction of issue location on the floor plan or site plan.
7. Miscellaneous events that occur during any Contractor site visit, or events captured by the Client independently, will be dated, labeled and inserted into a Section in the navigation structure entitled "Slideshows," allowing this information to be stored in the same "place" as the formal scope.
8. Customizable project-specific digital photographic documentation of other details or milestones. Indexing and navigation accomplished through interactive architectural plans.

D. CONTRACTOR SUPPORT; HOSTING; CLIENT ACCESS; CLIENT USAGE RIGHTS; AND CONTRACTOR DELIVERABLES

1. Field personnel to undertake the documentation provided exclusively by the Contractor. Contractor shall not sub-contract any work included in this scope. Operational team members that perform the work must be employees of the Contractor and not independent contractors or 1099 employees. Field personnel shall be OSHA certified, if applicable, per the project-specific safety programs. Coordination with project teams will be accomplished through a designated representative on-site at

the Project, typically a Superintendent or Project Manager. Contractor will also attend OAC or construction team meetings as necessary. Contractor's operations team will provide regular updates regarding the status of the documentation, including completed elements of the documentation, the availability of recent documentation on-line and anticipated future shoot dates.

2. All on-line domain/web hosting, industry standard security measures and redundant server back-up of the documentation are furnished by Contractor.
3. Any software required for all indexing, navigation, hosting and remote access (except web browsers) are furnished by Contractor.
4. Contractor furnishes technical support related to using the system or service.
5. Contractor must be able to create off-line or stand-alone (on-site) version of entire documentation platform required by this specification, if applicable, for high security or sensitive facilities.
6. Upon completion of the Project, final copies of the documentation (the "Permanent Record") with the underlying housing software, indexing and navigation system embedded will be provided in a digital media format, typically a DVD or external hard-drive. On-line access terminates upon delivery of the Permanent Record or as agreed between Contractor and Client. Intellectual property rights associated with the digital media prepared in direct service of the project shall transfer, along with the media itself, to the Client. One multiple-user license for use of the underlying housing software, indexing and navigation is included for accessing the digital media.

E. CONTRACTOR QUALIFICATIONS

1. Demonstrable minimum experience of five (5) years in operation providing expert and independent third party digital photography construction documentation using advanced indexing/navigation systems.
2. Representative portfolio of *completed* construction projects of similar type, size, duration and complexity as the Project.
3. In-house programming division for customizable documentation solutions required.
4. At least three (3) references may be required.
5. Demonstrable ability and current capacity for both data and personnel to service and conform to this specification on multiple projects.
6. Contractor must have a local office and be able to respond to site visit requests with qualified personnel in a timely manner.
7. Approved vendors: Multivista. Additional vendors need to complete an Approved Vendor form prior to bidding on the project.

F. CONSTRUCTION PHOTOGRAPHS

1. Preconstruction Photographs: Before starting construction, take color photographs of Project site and surrounding properties from different vantage points, as directed by Design professional.
 - a. Take photographs to show existing conditions adjacent to the property before starting the work.
 - b. Take photographs of the exterior existing condition to be conducted prior to the start of the project/phase as directed by Design Professional to accurately record the physical conditions at the start of construction.
 - c. Take photographs of interior existing condition to be conducted prior to the start of the project/phase as directed by Design Professional to accurately record the physical conditions at the start of construction.
2. Periodic Exterior Construction Photographs: Take 25 (max) exterior progressions and slideshows (all elevations and building envelope. The slideshows allow for the inclusion of timely images which do not fit into any regular monthly photopath.
3. Periodic Interior Construction Photographs: Take 6 (max) regular interior progressions of each level to begin at time of substantial framing or as directed by Design Professional.
4. Pre-Slab Exact-Built of on-grade slab to be conducted just prior to on-site concrete placement.
5. Interior MEP Exact-Built of all levels to be conducted after rough-ins are complete, just prior to insulation and or drywall, or as directed by Design Professional.
6. Finished interior Exact-Built of all levels to be conducted at Certificate of Occupancy or other finished milestones per each phase as directed by Design professional.
7. Additional Photographs: Design Professional may issue requests for additional photographs, in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.
 - a. Photographer will be given three days' notice, where feasible.
 - b. In emergency situations, photographer shall take additional photographs within 24 hours of request.
 - c. Circumstances that could require additional photographs include, but are not limited to, the following:
 - i. Special events planned at Project site.
 - ii. Immediate follow-up when on-site events result in construction damage or losses.
 - iii. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
 - iv. Substantial Completion of a major phase or component of the Work.
 - v. Extra record photographs at time of final acceptance.
 - vi. Owner's request for special publicity photographs..

APPENDIX C

KEY PERSONNEL

Proposer: Carille Architects/845 Design Group Joint Venture

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: Juvenile Temporary Detention Center							
Electronic Medical Records Telecommunications Infrastructure							
I	II	III	IV	V	VI	VII	
FIRM	INDIVIDUAL'S NAME (ONLY)	CURRENT TITLE	RESPONSIBILITY MATRIX ASSIGNED POSITION & SUMMARY DESCRIPTION OF RESPONSIBILITIES FOR THIS PROJECT	POSITION (ARCH. / PE. / STRUCT. / CIVIL / ELEC. / MGR. / EIT / ETC.)	STATE OF IL LICENSE OR REG. NO.	EST. % OF TOTAL TIME COMMITMENT	HOURLY RATE
Carille Architects/845 Design Group	Jacob Carille	Principal/Architect	Project Manager: Will oversee design team activities and serve as direct client contact	Architect	001.021439	11%	\$125.00
Carille Architects/845 Design Group	Jamie Zaura	Principal/Architect	Design Manager: Responsible for coordination between disciplines, maintaining project schedule	Architect	001.021736	14%	\$125.00
Carille Architects/845 Design Group	Megan Harte	Principal/Architect	Architect: Responsible for design and selection of architectural systems to accommodate new telecommunications routing	Architect	001.020576	6%	\$125.00
Carille Architects/845 Design Group	Marissa Olsen	Architectural Intern	Architectural Intern: Responsible for assisting the design team with drawing production and field verification	n/a	n/a	10%	\$75.00
Level-1	Michael Gabriel	Senior Electrical Engineer	Senior Electrical Engineer	Professional Engineer	062.047697	7%	\$154.00
Level-1	Robert Lomb Jr.	Telecommunications Professional	Telecommunications Professional	Certified Protection Professional, Physical Security Professional, Registered Communications Distributing Designer, Building Security Certified Professional	n/a	17%	\$154.00

Proposer: Carille Architects/845 Design Group Joint Venture

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.

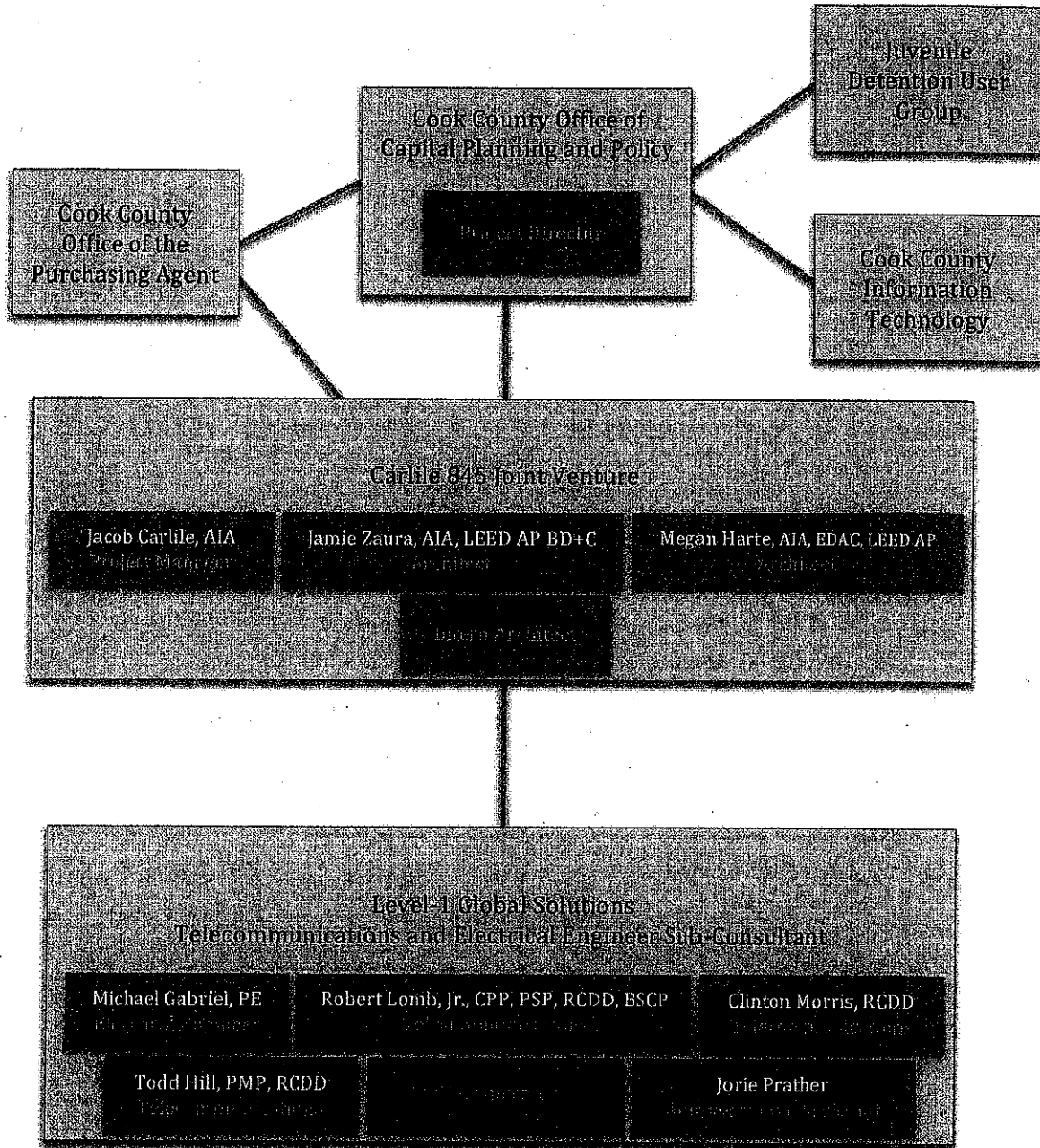
RESPONSE FOR: Juvenile Temporary Detention Center Electronic Medical Records Telecommunications Infrastructure							
I FIRM	II INDIVIDUAL'S NAME (ONLY)	III CURRENT TITLE	IV RESPONSIBILITY MATRIX ASSIGNED POSITION & SUMMARY DESCRIPTION OF RESPONSIBILITIES FOR THIS PROJECT	V POSITION (ARCHITECT, STRUCT. CIVIL, ELEC. MESP., EIT, ETC.)	VI STATE OF IL LICENSE OR REG. NO.	VII EST. % OF TOTAL TIME COMMITMENT	VII HOURLY RATE
Level-1	Clinton Morris	Telecommunications Professional	Telecommunications Professional	Registered Communications Distribution Designer	n/a	13%	\$154.00
Level-1	Todd Hill	Telecommunications Professional	Telecommunications Professional	Registered Communications Distribution Designer	n/a	7%	\$154.00
Level-1	TBD	CAD Operator	CAD Operator	n/a	n/a	12%	\$86.00
Level-1	Jorie Prather	Administrative Assistant	Administrative Assistant	n/a	n/a	3%	\$86.00

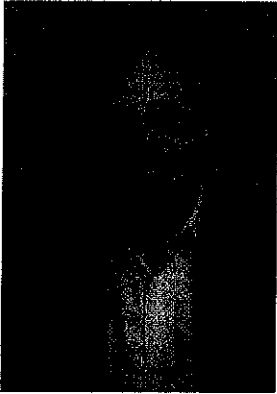
Jamie Zorn
 SIGNATURE
 1.26.15
 DATE

ORGANIZATION CHART

Overview

Carlile Architects and 845 Design Group are responding to this proposal as a Joint-Venture, and offer the following organization chart of our Project Management and architectural staff which is reinforced by our technical sub-consultant Level-1 Global Solutions.





Jacob J. Carlile, AIA
Principal Managing Member

Mr. Carlile is the firm founder, principal architect, and the current Managing Member. Mr. Carlile is a diversified and experienced Architect with experiences ranging from rehabilitative restoration to new building design, development, and administration. He is a client focused professional and has practiced Architecture for over a decade servicing clients from multiple sectors including commercial, civic, institutional, and residential. Mr. Carlile is a visionary designer with the technical knowledge necessary to bring projects to successful completion, while building a team environment between owners and contractors.

Before founding Carlile Architects in 2011, Mr. Carlile worked for one of Chicago's premier multi-discipline firms delivering capital improvements to the City of Chicago, Cook County, and the State of Illinois in the capacity of Project Manager.

His in depth knowledge and experience related to forensic architecture, primarily in masonry deterioration, lends to a technical understanding imperative for success design of new construction.

Mr. Carlile is a native of the Kankakee area, attending Bradley Bourbonnais Community High School and served in the Illinois Army National Guard before beginning his career in architecture.

Education:

Kankakee Area Career Center – Drafting Program Completion Certificate
Southern Illinois University at Carbondale - Bachelors of Science in Architecture

Accreditations:

National Council of Architectural Registration Boards Certified (N.C.A.R.B.)
State of Illinois Licensed Architect - 001.021439

Affiliations:

American Institute of Architects (AIA)
International Code Council (ICC)

845 Design Group

Jamie is an architect and co-founder of 845 Design Group P. C., An architectural practice dedicated to establishing collaborative relationships that create value through architecture. Jamie's diverse experience from designing high end homes to her expertise in municipal and commercial projects has taught her that every design requires a thoughtful and collaborative process. Jamie's passion is relationship building and understanding the needs of clients by listening to them and guiding them through the creative process of design. Jamie's attention to detail, concerted attitude and superb listening skills are the traits clients most often compliment her on.

Jamie is a LEED Accredited Professional with a specialty in Building Design and Construction. Her environmental interest continues in her personal life as she has served on the environmental committee and assisted in writing the Village's Sustainability Plan for her hometown. As she worked towards completing her MBA, her entrepreneurial spirit awoke, guiding her on a path to owning her own business.



**Jamie Zaura AIA, LEED AP BD+C
PRINCIPAL | ARCHITECT**

JamieZ@845designgroup.com | 708.872.4146
www.845designgroup.com

Recent Project Experience

Village of Western Springs, Historic Water Tower Window Replacement
Western Springs, Illinois

Village of Western Springs Fire Station #2*
Western Springs, Illinois

Village of Western Springs, Recreational Center Planning Study*
Western Springs, Illinois

Lincolnshire-Riverwoods Fire Protection District, Station #51, Station
Renovation Vernon Hills, Illinois

Lincolnshire-Riverwoods Fire Protection District, Station #53*
Vernon Hills, Illinois*

Carpentersville Fire Department, Station #2*
Carpentersville, Illinois

Village of Wheeling Village Hall*
Wheeling, Illinois

Carol Stream Public Library Addition and Renovation*
Carol Stream, Illinois

Hamilton Partners, 29 S. LaSalle Renovations & Facade Study
Chicago, Illinois

Facility Assessment, The Danish Home of Chicago
Chicago, Illinois

Grove Fitness Studio Renovation
Hinsdale, Illinois

Education

University of Illinois at Chicago

Bachelor of Arts in Architectural Studies

University of Phoenix

Master of Business Administration

Registrations and Certifications

Licensed Architect, State of Illinois

Licensed Architect, State of Wisconsin

Member, National Council of Architectural Registration Boards (NCARB)

Member, American Institute of Architects (AIA)

LEED Accredited Professional, BD+C (Building Design + Construction
expertise)

Women's Business Enterprise National Council, WBE certification

Illinois Department of Central Management Services, BEP/ Female

Business Enterprise Certification

Cook County (Illinois), WBE certification

Community Engagement

Member, La Grange Park Zoning Board of Appeals- La Grange Park, Illinois

Member, The Greater O'Hare Association- Itasca, Illinois

Member, Women In Government - Highland Park, Illinois

Former Member, Village of La Grange Park Cool Village Commission,
responsible for creating the Village of La Grange Park's Sustainability Plan -
La Grange Park, Illinois

* Projects completed while at employed at previous firm, detailed project experience
available upon request

845 Design Group

Megan is an architect, planner and co-founder of 845 Design Group P. C., An architectural practice dedicated to establishing collaborative relationships that create value through architecture. Megan has a passion for designing environments that enhance lives. Her graduate studies in architecture at the University of Illinois at Urbana-Champaign, focusing on design integration, uncovered her passion for designing in harmony. Upon receiving her master's degree, Megan has spent the past several years of her career specializing in the healthcare and life science markets, and has worked on a variety of projects from small rural health clinics to large community hospitals. Megan's design background has influenced her compassionate approach to creating holistic solutions, and has guided her responsibility as an architect to create responsive and sustainable environments for her clients. Megan's approach to design solutions is influenced by the evidence based design movement and achieving the best possible outcome for her clients. Megan has earned the Evidence-Based Design Accreditation and Certification (EDAC) from the Center for Health Design and is a Leadership Energy and Environmental Design Accredited Professional (LEED AP) through the U.S. Green Building Council, and is a certified Lean Healthcare Yellow Belt.

Relevant Project Experience

Merchandise Mart LLC, Critical Facade Survey
Chicago, Illinois*

McDonalds Corporation, Facade Cleaning & Re-sealing Survey
Oak Brook, Illinois*

Newberry Plaza Condominium Association, Window Replacement
Chicago, Illinois*

St. Luke Presbyterian Church, Master Facility Plan & Renovations
Downers Grove, Illinois

Carriage Oaks Independent Living Community Dining Room Addition
St. Charles, Illinois

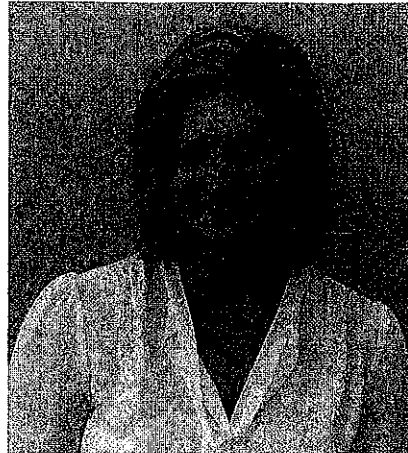
ChicagoENT, Medical Clinic
Skokie, Illinois

Facility Assessment, The Danish Home of Chicago
Chicago, Illinois

Hamilton Partners, 29 S. LaSalle Renovations & Facade Study
Chicago, Illinois

Elysium Med Spa Tenant Improvement
Chicago, Illinois

VNA HealthCare, Medical Clinic
Romeoville, Illinois



**Megan Harte, AIA, EDAC, LEED AP
PRINCIPAL | ARCHITECT**

MeganH@845designgroup.com | 708.218.9974
www.845designgroup.com

Education

University of Illinois at Chicago

Bachelor of Arts in Architectural Studies

University of Illinois at Urbana-Champaign

Master of Architecture

Registrations and Certifications

Licensed Architect, State of Illinois

Member, American Institute of Architects (AIA)

Evidence-Based Design Accreditation and Certification (EDAC), The Center for Health Design

Leadership in Energy and Environmental Design (LEED) Accredited Professional, U.S. Green Building Council

Lean Yellow Belt Certification, Purdue University

Women's Business Enterprise National Council, WBE certification

Illinois Department of Central Management Services, BEP/ Female Business Enterprise Certification

Cook County (Illinois), WBE certification

Community Engagement

Board of Directors, Three Year Director, AIA Northeast Illinois Chapter

Instructor, Northwestern University

Instructor, ITT Technical Institute

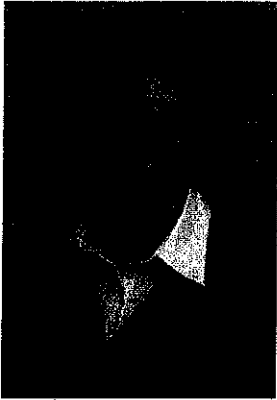
Member, The Greater O'Hare Association Itasca, Illinois

Guest Juror: University of Illinois at Urbana-Champaign, School of Architecture, Sustainable Healthcare for Developing Nations: an off-the-grid hospital in Afghanistan

Guest Lecturer: University of Tennessee, Designing Environments for Health Lecture Series

Graphic Design Coordinator & Volunteer, Prairie Food Co-op - Lombard, Illinois

* Projects completed while at employed at previous firm, detailed project experience available upon request



Marissa Olsen, AIA
Architectural Designer

Ms. Olsen relies on her education and concentrated experiences related to application of full encompassing architectural services. Her diverse experiences and education involving many construction and design type assignments assists her problem solving across various project focuses. She is an integral part of the Carlile Architects team.

Ms. Olsen is responsible for technical production of construction design and development documents utilizing computer aided drafting technologies. Additionally, Ms. Olsen couples her knowledge with industry wide standards for cost estimating to deliver highly accurate construction and design estimates. She is additionally responsible for assisting in the management of projects from conception through closeout.

A native of Braidwood Illinois, Marissa is active in her church and enjoys spending time with her family.

Education:

Judson University – Elgin Illinois – Bachelors of Arts in Architecture

Affiliations:

American Institute of Architecture Students (AIAS)
Students for New Urbanism



Michael J. Gabriel
SENIOR ELECTRICAL ENGINEER

SUMMARY OF QUALIFICATIONS

- Ability to liaison between management, business, and technical personnel.
- Able to manage budgets and resources
- Consistently successful in delivering cost effective IT – Specializing in site assessments, need analysis, and master planning for technology systems. Professional competence in electrical systems design, evaluation, testing, construction administration and implementation.
- More than 18 years of project management experience, planning and design, team leadership, results oriented, professional experienced in directing large-scale construction projects from initial planning and scope through client delivery.
- Proven ability to effectively communicate with clients, contractors, and internal teams to develop and coordinate schedules to ensure project completion within established timelines and budgets.
- Skilled in conducting business impact analysis, risk assessments and evaluating various projects to ensure seamless migration of owner requirements into the design phase and verification throughout the system integration.
- Proven ability to direct teams, projects and departments. Strong leadership skills, supervising teams of over 45 project managers to successfully execute all project phases. Strong project management, communication, and presentation skills.
- Extensive experience in the development of construction documents, specifications, schematic designs, and drawings for the purpose of a competitive bidding process.
- Experienced in power distribution, grounding, lighting, heat trace, area classifications, utility interface, short circuit studies, breaker coordination, load flow studies, and Arc Flash Calculations.
- Proven leadership skills strengthen his broad knowledge base in designing and managing multiple complex enterprise system implementations

AREAS OF EXPERTISE

- Grounding
- Lighting
- Utility Interface
- Load Flow Studies
- Project Management

PROJECT EXPERIENCE

Level-1 Group Solutions
Senior Electrical Engineer

July 2014-Current

Utility

- Roy S. Nelson Coal Fired Generating Station - Lake Charles, Louisiana
- Shoubra El-Kiema Oil and Gas Fired Generating Station - Cairo, Egypt
- San Onofre Nuclear Generating Station - San Clemente, California
- Calloway Nuclear Generating Station - Fulton, Missouri
- Turkey Point Nuclear Generating Station - Homestead, Florida
- Zimmer Nuclear Generating Station - Cincinnati, Ohio
- Hope Creek Nuclear Generating Station - Lower Alloways Creek, New Jersey
- Commonwealth Edison, Braidwood Nuclear Generating Station – Reed, Illinois

Government

- City of Dayton Infrastructure Upgrade Project – Dayton, Ohio
- City of Chicago, 911 Control Center Project - Chicago, Illinois

Pharmaceutical



- Multiple Laboratories and HVAC Projects, Baxter Pharmaceutical - Round Lake, Illinois
- Multiple Laboratories and HVAC Projects, Phamacia - Niles, Illinois
- New Process Equipment Upgrades, DSM Desotech - Raleigh, North Carolina

Petrochemical

- Chevron Oil Refinery - Salt Lake City, Utah
- Sinclair Oil Refinery - Casper, Wyoming
- Multiple Confidential Projects, Pine Bend Oil Refinery - St. Paul, Minnesota
- Equipment Upgrade Project, Penford Ethanol - Iowa City, Iowa
- Equipment Upgrade Project, Verasun Ethanol - Fort Dodge, Iowa
- Equipment Upgrade Project, Penford Ethanol - Iowa City, Iowa
- Equipment Upgrade Project, Verasun Ethanol - Fort Dodge, Iowa
- Multiple Projects, Stepan Chemical - Millsdale, Illinois
- Multiple Projects, Akzo Nobel Chemical - McCook, Illinois
- Catalyst Converter Project, UOP - Des Plaines, Illinois
- Confidential Project, UOP - Tarragona, Spain
- Exercise and Fitness Center, Mobil Oil Refinery - Channahon, Illinois

Food Processing

- National Starch Corn Processing Facility - Bridgewater, New Jersey
- Minnesota Corn Processing Facilities - Various Locations, USA
- Unilever Foods, Food Processing Facilities - Various Locations, USA
- New Candy line Project, Masterfoods - Franklin Park, Illinois
- Multiple Food Line Upgrade Projects, Kraft - Naperville, Illinois

Technology

- Cabot Micro Electronics, Multiple New Product Line Projects - Aurora, Illinois

Industrial

- Hemlock Semiconductor (HSC), Greenfield Polysilicon Plant - Clarksville, Tennessee
- LyondelBasell, Guard House Relocation - Clinton, Iowa
- Hemlock Semiconductor (HSC), Greenfield Polysilicon Plant - Clarksville, Tennessee
- LyondelBasell, Guard House Relocation - Clinton, Iowa
- Hemlock Semiconductor (HSC), Greenfield Polysilicon Plant - Clarksville, Tennessee
- LyondelBasell, Guard House Relocation - Clinton, Iowa

EDUCATION

B.S., Electrical Engineering, Western Michigan University, 1977

PROFESSIONAL CERTIFICATIONS

Professional Engineering Licenses: in IL, OH, IN, NC, AR, & KS

- OSHA Certified



Robert J. Lomb, Jr.

CPP, PSP, RCDD, BSCP

SUMMARY OF QUALIFICATIONS

- Ability to liaison between management, business, and technical personnel
- Able to manage budgets and resources
- Consistently successful in delivering cost effective IT – Specializing in site security design and consultant with specialized competence in systems design, evaluation, testing, project management, construction administration and implementation using integrated state-of-the art security solutions.
- Extensive experience in development of construction documents, specifications, schematic designs, and drawings for the purpose of competitive bidding process.
- Experience in conducting vulnerability risk assessment surveys and designing proactive solutions to migrate key assessed risks.
- Proven ability to direct teams, projects and departments
- Strong project management, communication leadership, and presentation skills with a broad knowledge base in designing and managing multiple complex enterprise security implementations.

AREAS OF EXPERTISE

- Physical Security
- Technical Security
- Operational Security
- Telecommunications
- Project Management
- Construction Management

PROJECT EXPERIENCE

Level-1 Global Solutions

CPP, PSP, RCDD, BSCP

Chicago, IL

2013-Current

Transportation

- Albuquerque International Sunport, Communication Command Center/Emergency Operation Center - Albuquerque, NM
- Albuquerque International Sunport, IT Strategic Plan – Albuquerque, NM
- Baltimore-Washington International Airport, Access Control Study – Baltimore, MD
- Chicago Transit Authority (CTA), CTA Station (4 Brown Line Stations) Security Design - Chicago, IL
- Doha International Airport, Security Design and Planning – Doha, Qatar
- Indianapolis International Airport, FAA TRACON Tower – Indianapolis, IN
- Indianapolis International Airport, Generator Outbuilding Security Design – Indianapolis, IN
- Indianapolis International Airport, Midfield Terminal Project – Indianapolis, IN
- Lambert-St. Louis International Airport Terminal Renovations – St. Louis, MO
- Lambert-St. Louis International Airport Design of Concourse Architecture Renovations – St. Louis, MO
- Metra Electric (METRA), LaSalle Commuter Station Passenger Information Display System Design – Chicago, IL
- Metra Electric (METRA), Randolph Commuter Station Security System Design – Chicago, IL
- Metra Electric (METRA), Ogilvie Commuter Station Passenger Information Display System Design – Chicago, IL

Robert J. Lomb, Jr.
CPP, PSP, RCDD, BSCP



- Metra Electric (METRA), Van Buren Commuter Station Passenger Information Display System – Chicago, IL
- Metra Electric (METRA), Union Commuter Station Passenger Information Display System Design – Chicago, IL
- O'Hare International Airport, Automatic Transportation System Security Upgrades – Chicago, IL
- O'Hare International Airport, Automatic Transportation System Reroute and Communications Upgrades – Chicago, IL

Government

- O'Hare International Airport, South Air Traffic Control Tower – Chicago, IL
- Wichita Mid-Continent Airport, Terminal Development Program – Wichita, KS
- Cook County, Data Center, Security Design – Chicago, IL
- Cook County, Department of Corrections and Justice Camera Project – Chicago, IL
- Chicago Department of General Services, Chicago City Hall Life Safety (CCTV) Design – Chicago, IL
- City of Chicago Department of Water Management, Jardine Water Purification Plant Campus Perimeter Security Surveillance – Chicago, IL
- City of Chicago Department of Water Management, 39th and Iron New Warehouse and Maintenance Facility Security Design – Chicago, IL
- City of Chicago Department, Facilities Perimeter Protection Design and Enhancements (12 Pumping Stations, 2 Purification Plants) – Chicago, IL
- City of Chicago Department of Water Management, Jardine Water Purification Plant Access Control System Upgrade – Chicago, IL
- City of Chicago Department of Water Management, Jardine Water Purification Plant Main Gate Redesign and Augmentation – Chicago, IL
- City of Chicago Department of Water Management, Security Design Standard Creation – Chicago, IL
- City of Chicago Department of Water Management, South Water Purification Plant Access Control System Upgrade – Chicago, IL
- City of Chicago Department of Water Management, South Water Purification Plant Main Gate and Entry Drive Design and Augmentation – Chicago, IL
- City of Chicago Department of Water Management, South Water Purification Plant New Chlorine Facility Security Design - Chicago, IL
- City of Chicago Department of Water Management, South Water Purification Plant JOC Perimeter Protection Upgrades - Chicago, IL
- City of Chicago Department of Water Management, Security System Assessment and Maintenance Program Development- Chicago, IL
- City of Chicago Department of Water Management, On-Site support and Program Management- Chicago, IL
- City of Chicago Police Department, HQ Communications Room Design- Chicago, IL
- FBI Lab and Storage Location - Chicago, IL
- Illinois Capital Development Board, James R. Thompson Center - Chicago, IL
- Jefferson County, Alabama, Combined Emergency Communications Center, Birmingham, AL
- John F. Kennedy Presidential Library, - Boston, MA
- Lexington Fayette Urban County Government, Public Safety Operations Center - Lexington, Ky
- National Institutes of Health - Bethesda, MD
- State of Nebraska, State Capitol Buildings, Vulnerability Assessments - Lincoln, NE
- United States Postal Service Main Distribution Hub - Chicago, IL
- United States Postal Service - Chicago, IL
- United States Postal Service - Detroit, MI
- United States Postal Service - Forest Park, IL
- United States Postal Service, O'Hare Airport - Chicago, IL
- United States Postal Service - Rockford, IL
- United States Postal Service - South Suburban, IL
- United States Postal Service - South Bend, IN
- United States Postal Service CCC Carriers Relocation- Chicago, IL
- United States Postal Service P&DC Investigative Assessment- Chicago, IL
- United States Postal Service P&DC Camera System Enhancement- Chicago, IL
- United States Social Security Administration, Harold Washington Social Security Facility, Security Upgrades -Chicago, IL
- Tinley Park Parking Garage and Amphitheater Security, AV and Telecom Design – Tinley Park, IL



- Village of Frankfort, Police Station Security Design - Frankfort, IL
- Modernization of the Margaret Chase Smith Federal Building and United States Courthouse, General Services Administration – Bangor, ME
- Theory and Computing Sciences (TCS), Argonne National Laboratory – Darien, IL
- Pope Air Force Base, Perimeter Security Enhancements– Fayetteville, NC
- United States Social Security Administration, Harold Washington Social Security Facility, Security Upgrades - Chicago, IL
- Tinley Park Parking Garage and Amphitheater Security, AV and Telecom Design – Tinley Park, IL
- Village of Frankfort, Police Station Security Design - Frankfort, IL
- Modernization of the Margaret Chase Smith Federal Building and United States Courthouse, General Services Administration – Bangor, ME
- Theory and Computing Sciences (TCS), Argonne National Laboratory – Darien, IL
- Pope Air Force Base, Perimeter Security Enhancements– Fayetteville, NC

Commercial

- Brookfield Properties, Assessment of Existing Security Systems - New York, NY
- Prentiss Properties, City Place Office Building, Security Assessment - Dallas, TX
- Harris Bank Building, 115 LaSalle Building - Chicago, IL
- ABN AMRO, Audio Visual Systems Design - Chicago, IL
- The Mills Corporation, Block 37 - Chicago, IL
- Barwa Financial Centre - Doha, Qatar
- BP, Fire and Security HQ - Whiting, IN
- Fog Advisors, Computer Discount Warehouse - Las Vegas, NV
- Doha Convention Center and Tower - Doha, Qatar
- Dubai Marina Mall and Hotel - Dubai, UAE
- Harley Davidson Motor Co., Juno Facility Upgrades - Milwaukee, WI
- Harley Davidson Motor Co., York Facility Upgrades - Milwaukee, WI
- Harley Davidson Motor Co., Research and Development Facility Upgrades - Milwaukee, WI
- Hines, Harris Building, Chicago, IL
- Hollister, Libertyville, IL
- Sofitel Hotel, Security and Audio Visual Design, Chicago, IL
- Lake Point Tower Condominium Association, Lake Point Tower, Chicago, IL
- Foley & Lardner, Main Office Security Design, Chicago, IL
- Miami Omni Mall, Miami, Florida
- Mills Corporation Headquarters, Arlington, VA
- Rockwell Automation, PROJECT, Milwaukee, WI
- Waterside Place, Boston, MA
- Wellington Green Mall, Security Design, Wellington, FL
- Willow Bend Mall, Security Design, Willow Bend, TX
- Wyndam Grand Hotel, Doha, Qatar
- Hotel Sofitel Chicago Water Tower, Security Design - Chicago, IL

Healthcare

- Shriners Hospitals for Children, New Replacement Hospital - St. Louis, MO
- Advocate Health Care, Virtual Security Manager - Chicago, IL
- Advocate Health Care, Trinity Hospital - Chicago, Illinois
- Alton Mental Health Facility, Security Design - Alton, IL
- Columbia St. Mary's Hospital, Lake Front Campus - Milwaukee, WI
- Columbia St. Mary's Hospital, Ozaukee Campus - Milwaukee, WI
- Johns Hopkins Hospital, Medical Towers - Baltimore, MD

Communications

- SBC-Ameritech, OSP Air Dryer Nitrogen Back Up Systems (10 Sites), Chicago, IL
- Charter Communications, North Central Region Communications Technology and Workforce Management, Madison, WI
- US Cellular, Large Prototype Security Design
- AT&T 10 S Canal, Facility Enhancements – Chicago, IL
- Verizon Wireless, New MSC – Anchorage, AK
- Verizon Wireless, Interim Switch – Anchorage, AK
- Verizon Wireless, NEC Expansion – Colorado Springs, CO



- Verizon Wireless, NEC Expansion and Cable Rerouting – Branchburg, NJ
- Verizon Wireless, NEC Interconnect – Branchburg, New Jersey
- Verizon Wireless, Lab Build-Out - Westlake, TX
- T-Mobile MSC Switch Expansion – Nashville, TN
- T-Mobile MSC Expansion – Elgin, IL

EDUCATION

- B.S., Criminal Justice, West Liberty State College, 2000
- Washington University School of Medicine/BJC Health Care, BJC Institute of Health at Washington University - St. Louis, MO
- Moraine Valley Community College, Campus Security Upgrades Package 4 - Palos Hills, IL
- Moraine Valley Community College, Campus Fiber Optic Survey and Documentation - Palos Hills, IL
- Moraine Valley Community College, Campus & Control Room Security Upgrades – Palos Hills, IL
- Moraine Valley Community College, Menker Theater AV and Telecom Design - Palos Hills, IL
- Moraine Valley Community College, New Science and Technology Security and Telecom Design - Palos Hills, IL
- Moraine Valley Community College, Campus Reorganization and Outdoor Venue Coordination- Palos Hills, IL
- College of DuPage, County Security Upgrades - Glen Ellyn, IL
- Northwestern University, Fire Alarm and Security System Enhancements - Evanston, IL
- University of Illinois, Police Station - Chicago, IL
- University of Vermont & State Agricultural College, Emergency Operations Facility Upgrades - Burlington, VT
- Qatar Education City, Doha, Qatar
- Eastern Illinois University, Security Master Planning - Charleston, IL

PROFESSIONAL REGISTRATIONS

- ASIS International, Certified
- Protection Professional (CPP)
- ASIS International, Physical
- Security Professional (PSP)
- BICSI Registered Communications
- Distribution Designer (RCDD)
- ASCE Building Security Certified Professional (BSCP)

AFFILIATIONS & MEMBERSHIPS

- Member, American Society for Industrial Security (ASIS)
- Member, Building Industry Consulting Services, International (BICSI)
- Member, American Society of Civil Engineers (ASCE)



Clinton S. Morris

RCDD

SUMMARY OF QUALIFICATIONS

- Ability to liaison between management, business, and technical personnel
- Able to manage budgets and resources
- Consistently successful in delivering cost effective IT – Specializing in telecommunications designs and consultant with specialized professional competence in technology systems design, evaluation, testing, project management, construction administration, estimating and implementation using integrated state-of-the-art solutions.
- Extensive experience in development of construction documents, specifications, schematic designs, and drawings for the purpose of competitive bidding process.
- Experience as an installer, project manager, and designer giving him a unique knowledge base for conducting assessment surveys and designing proactive solutions.
- Proven ability to direct teams, projects and departments
- Strong project management, communication leadership, and presentation skills with a broad knowledge base in designing and managing multiple complex enterprise system implementations.

AREAS OF EXPERTISE

- Telecommunications
- Security
- Construction Management
- Audio Visual
- Mission Critical
- Project Management

PROJECT EXPERIENCE

Level-1 Global Solutions

2013-Current

RCDD

Chicago, IL

Transportation

- O'Hare International Airport, Automatic Transportation System Security Upgrades - Chicago, IL
- O'Hare International Airport, Automatic Transportation System Reroute and Communications Upgrades - Chicago, IL
- O'Hare International Airport, South Air Traffic Control Tower- Chicago, IL

Government

- Cook County, Department of Corrections and Justice Camera Project - Chicago, IL
- City of Chicago Department of Water Management, Jardine Water Purification Plant Campus Perimeter Security Surveillance - Chicago, IL
- City of Chicago Department of Water Management, 39th and Iron New Warehouse and Maintenance Facility Security Design - Chicago, IL
- City of Chicago Department of Water Management, Facilities Perimeter Protection Design and Enhancements (12 Pumping Stations, 2 Purification Plants) - Chicago, IL
- City of Chicago Department of Water Management, Jardine Water Purification Plant Access Control System Upgrade - Chicago, IL
- City of Chicago Department of Water Management, Jardine Water Purification Plant Main Gate Redesign and Augmentation - Chicago, IL
- City of Chicago Department of Water Management, Security Design Standard Creation - Chicago, IL
- City of Chicago Department of Water Management, South Water Purification Plant Access Control System Upgrade - Chicago, IL

Clinton S. Morris
RCDD



- City of Chicago Department of Water Management, South Water Purification Plant Main Gate and Entry Drive Design and Augmentation - Chicago, IL
- City of Chicago Department of Water Management, South Water Purification Plant New Chlorine Facility Security Design - Chicago, IL
- City of Chicago Department of Water Management, South Water Purification Plant JOC Perimeter Protection Upgrades - Chicago, IL
- City of Chicago Department of Water Management, Security System Assessment and Maintenance Program Development- Chicago, IL
- United States Postal Service - Forest Park, IL
- United States Postal Service, O'Hare Airport - Chicago, IL
- United States Postal Service - South Suburban, IL
- United States Postal Service - South Bend, IN
- Tinley Park Parking Garage and Amphitheater Security, AV and Telecom Design – Tinley Park, IL
- Modernization of the Margaret Chase Smith Federal Building and United States Courthouse, General Services Administration – Bangor, ME
- Theory and Computing Sciences (TCS), Argonne National Laboratory – Darien, IL
- Pope Air Force Base, Perimeter Security Enhancements– Fayetteville, NC

Commercial

- Bain and Company, Chicago Office - Chicago, IL
- Blue Cross Blue Shield of Illinois, Headquarters - Chicago, IL
- Deloitte, Chicago Office - Chicago, IL
- Locke Lord Bissell & Liddell, Chicago Office - Chicago, IL
- Chicago Board of Options, Structural Cabling Upgrade - Chicago, IL
- Chicago Board of Trade, Financial Trading Floor - Chicago, IL
- Quaker Oats, Headquarters - Chicago, IL
- World Kitchen, Office Space - Rosemont, IL

Healthcare

- Children's Hospital - Various Locations

Mission Critical / Communications

- Chicago Board of Trade, Computer Room Expansion - Chicago, IL
- Microsoft Fourth Generation Data Center Conceptual Project
- AT&T 10 S Canal, Facility Enhancements – Chicago, IL
- Chicago Board of Trade, Disaster Recovery Location - Confidential Location
- Fidelity Data Center, Lakeside Technology Center - Chicago, IL
- Global Worldwide, Co-Location Data Center Lakeside Technology Center - Chicago, IL
- Level 3, Data Center - Various Locations
- Verizon Wireless, NEC Expansion and Cable Rerouting – Branchburg, NJ

Industrial

- Hemlock Semiconductor (HSC), Greenfield Polysilicon Plant - Clarksville, TN
- LyondelBasell, Guard House Relocation - Clinton, IA

EDUCATION

- B.A., Economics / Marketing, University of Kansas, 2008
- Journeyman Certification, IBEW - NECA Technical Institute, 2000

PROFESSIONAL REGISTRATIONS

- BICSI Registered Communications
- Distribution Designer (RCDD)
- IBEW Journeyman Electrician

AFFILIATIONS & MEMBERSHIPS

- Member, Building Industry Consulting Services, International (BICSI)
- Member, International Brotherhood of Electrical Workers, (IBEW)



Todd J. Hill, PMP, RCDD
Senior Engineer

+1.321.223.4760 | THill@Level-1.com

Area(s) of Expertise

- Project Management
- Telecommunications
- Critical Power Systems
- Audio Visual

Overview

Mr. Hill has over 18 years of experience in project management, electrical and technology design, and construction administration for mission critical facilities in Aerospace, Aviation, Federal, and Commercial design projects.

He specializes in site assessments, need analysis, and master planning for technology systems. This ensures seamless migration of owner requirements into the design phase and verification throughout the system integration.

Professional Registrations

- BICSI Registered Communication Distribution Designer (RCDD)
- PMI Project Management Professional (PMP)
- US Green Building Council LEED AP BD+C

Education & Training

- Eastern Florida State College, AA

Affiliations & Memberships

- BICSI
- USGBC
- PMI

Languages Spoken

- English

Project Experience

Aviation

- Boeing 787 Site Development - North Charleston, South Carolina
- Boeing Network Modernization Program - North Charleston, South Carolina
- Gulfstream Aerospace IT Master Planning and Design - Savannah, Georgia
- Gulfstream G650 Assembly Building - Savannah, Georgia
- Boeing Interiors Responsibility Center - North Charleston, South Carolina

Todd J. Hill, PMP, RCDD – Continued
Senior Engineer

+1.321.223.4760 | THill@Level-1.com

Commercial

- Harris Corp Building 12 Renovations - Melbourne, Florida
- Harris Corp Building D UPS Upgrade - Melbourne, Florida
- Harris Corp IT Infrastructure Master Planning and Design - Melbourne, Florida
- Meridian Office Center - Melbourne, Florida
- Kodiak Launch Complex LC3 - Kodiak, Alaska

Government

- Satellite Processing Facility - Cape Canaveral Air Force Station, Florida
- Operations and Checkout Building Renovations - Kennedy Space Center, Florida
- Vertical Assembly Building Modifications - Kennedy Space Center, Florida
- Fort Lee Battalion Headquarters - Fort Lee, Virginia
- Martin County Disaster Recovery Data Center, Stuart, Florida
- Launch Support Facility, Cape Canaveral Air Force Station
- Cocoa City Hall - Cocoa, Florida

Education

- PK Yonge Developmental Research School Masterplan - Gainesville, Florida

Religious

- Calvary Chapel Campus- Melbourne, Florida

APPENDIX D

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT

POLICY AND GOALS/UTILIZATION PLANS

I. POLICY AND GOALS

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

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

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is 35% MBE/WBE overall.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

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

A. MBE/WBE Utilization Plan

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

1. Letter(s) of Intent

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

Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

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

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

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

2. Letter(s) of Certification

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

- County of Cook
- City of Chicago

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

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

3. Joint Venture Affidavit

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

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient

evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

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

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

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

otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

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

V. NON-COMPLIANCE

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this section should be directed to:

Contract Compliance Director

Cook County

118 North Clark Street, Room 1020

Chicago, Illinois 60602

(312) 603-5502

MBE/WBE UTILIZATION PLAN - FORM 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 - Section 19.

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current 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 online at www.cookcountyil.gov/contractcompliance)
- 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 below and the Letter(s) of Intent - Form 2).

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

NOTE: 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: Level-1 Global Solutions
Address: 233 S. Wacker Drive, 84th Floor Chicago, IL 60601
E-mail: tdm@level-1.com
Contact Person: Thomas McElroy Phone: (312) 202-3300
Dollar Amount Participation: \$ 139,987.20
Percent Amount of Participation: 48% %

*Letter of Intent attached? Yes No _____
*Current Letter of Certification attached? Yes No _____

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Level-1 Global Solutions, LLC

Certifying Agency: City of Chicago

Contact Person: Thomas McElroy

Certification Expiration Date: May 16, 2018

Address: 233 S. Wacker Drive, 84th Floor

Ethnicity: African American

City/State: Chicago, Illinois Zip: 60606

Bid/Proposal/Contract #: 1455-14184

Phone: (312) 202-3300 Fax: (312) 202-3310

FEIN #: 30 000 7064

Email: tmd@level-1.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Telecommunications design and documentation services

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:
\$139,987.20 or 48% of the proposed project total fee. Payments are made net 30 following payment from client for services rendered to date.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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)


Signature (Prime Bidder/Proposer)

Thomas McElroy
Print Name

Jacob J. Carlile, AIA
Print Name

Level-1 Global Solutions
Firm Name

Carlile 845 JV
Firm Name

6/17/15
Date

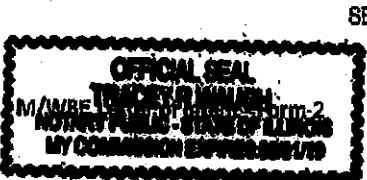
6/17/15
Date

Subscribed and sworn before me
this 17th day of June, 2015

Subscribed and sworn before me
this 17 day of June, 2015.

Notary Public Shacey R. Waugh

Notary Public Katherine K. Hodak





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

December 16, 2014

Thomas Mcelroy
Level-(1) Global Solutions, Llc
70 West Madison Street Suite #1400
Chicago, IL 60602-4267

Email: tdm@level-1.com

Dear Thomas Mcelroy:

This letter is to inform you that the City of Chicago has extended your status as **Minority Business Enterprise (MBE) until March 31, 2015**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter and copy of your last certification letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-1929.

Sincerely,


George Coleman Jr.
Deputy Procurement Officer

GC/ll



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

December 16, 2014

Thomas Mcelroy
Level-(1) Global Solutions, Llc
70 West Madison Street Suite #1400
Chicago, IL 60602-4267

Email: tdm@level-1.com

Dear Thomas Mcelroy:

This letter is to inform you that the City of Chicago has extended your status as **Disadvantage Business Enterprise (DBE)** until **March 31, 2015**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter and copy of your last certification letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-1929.

Sincerely,

George Coleman Jr.
Deputy Procurement Officer

GC/II

APPENDIX E

PROJECT SCHEDULE

**PART 4
PROPOSED SCHEDULE FOR THE WORK**

Professional Architectural and Engineering Services for:
Juvenile Temporary Detention Center
Electronic Medical Records Telecommunications Infrastructure

Proposer: Carille Architects and 845 Design Group Joint Venture

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	Anticipated Award/NTP	1
2	Information Gathering	19
3	Deliverable #1: Assessment Report	1
4	Client Deliverable Review	5
5	Schematic Design Phase	12
6	Deliverable #2: Schematic Design Drawings	1
7	Client Deliverable Review	5
8	Design Development Phase	20
9	Deliverable #3: Design Development Drawings	1
10	Client Deliverable Review	5
11	Bidding Documents Phase	19
12	Deliverable #4 Bidding Document Drawings	1

ESTIMATED CALENDAR DAYS (MUST MATCH TOTAL ON GANTT CHART): continued on next page

APPROXIMATE NUMBER OF MONTHS:

**PART 4
PROPOSED SCHEDULE FOR THE WORK**

Professional Architectural and Engineering Services for:
Juvenile Temporary Detention Center
Electronic Medical Records Telecommunications Infrastructure

Proposer: Carille Architects and 845 Design Group Joint Venture

SCHEDULE SUMMARY (Calendar Days)

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 - 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
	(Continued from previous page)	
13	Client Deliverable Review	5
14	Permitting/Bids (takes place concurrently with task #15- refer to Gantt Chart)	26
15	Construction Documents	5
16	Deliverable #5: Construction Documents	1
17	Construction Phase Begins on approx. 7.27.15	

ESTIMATED CALENDAR DAYS (MUST MATCH TOTAL ON GANTT CHART): 127

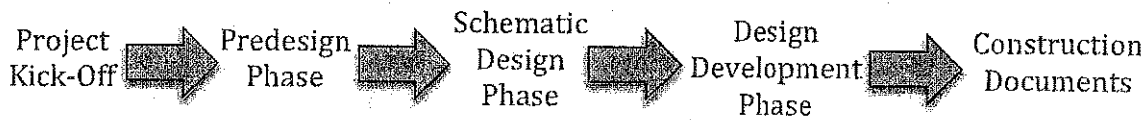
APPROXIMATE NUMBER OF MONTHS: 4 (excludes Construction Phase)

ATTACHMENT 1: WORK PLAN & SCHEDULING

1.1 Overview

Carlile 845 Joint Venture proposes the following work plan to implement the scope as established, which is expected to be refined following the survey and assessment phase. Utilizing assets and resources currently at our disposal, as well as relying on the expertise of our technical consultants, we have identified the following phases and anticipated outcomes.

Design Phase Progression



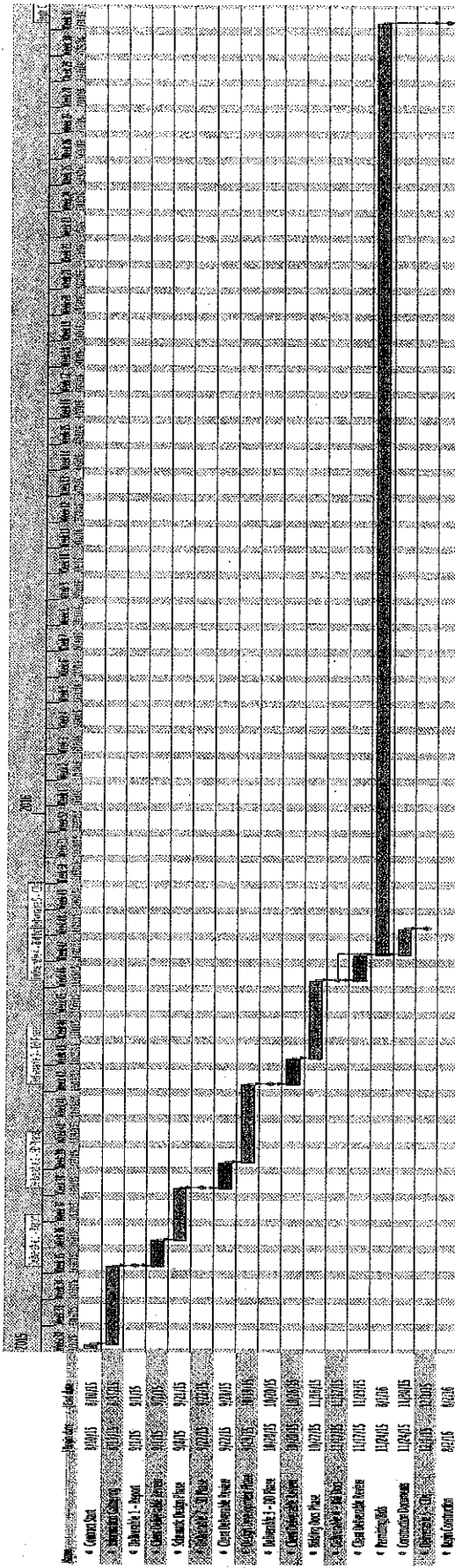
1.2 Phase Objectives

	Phase Objectives	Activities	Resources	Duration
Pre-Design Phase	Verify existing conditions and survey existing layouts, systems statuses, and configurations. Evaluate owners preliminary program, budget, and desired schedule. Test existing equipment for operability. Evaluate existing facility for potential distribution options.	Prepare Assessment Report (Deliverable 1) of findings and review with owner to establish formalized design program.	Cook County Project Manager Juvenile Det. Facility Manager Cook County I.T. Depart. Architect/Engineer	15 Days
Schematic Design Phase	Prepare preliminary design showing basic layout of new equipment and systems. Provide preliminary distribution of telecom and electrical routing. Provide preliminary fiber optic plan conforming to county wiring standards. Evaluate and report impacted architectural elements and building systems.	Prepare preliminary Schematic Design (50%) drawings, specification outline, and unit format estimated costs by labor and materials for review with owners (Deliverable 2).	Cook County Project Manager Architect/Engineer	10 Days

ATTACHMENT 1: WORK PLAN & SCHEDULING

Design Development Phase	Revise design based on owner direction. Develop distribution plans to determine all impacted elements and prepare repair details. Select equipment and size. Finalize equipment location and address impact to existing equipment to remain. Provide integration plans with existing systems.	Prepare Design Development (75%) drawings, edited specifications, and unit format estimated costs by labor and materials for review with owners (Deliverable 3).	Cook County Project Manager Architect/Engineer	15 Days
Construction Documents Phase	Revise design based on owner direction. Complete distribution plans and all routing details. Provide full architectural repair drawings for impacted elements. Finalize equipment location, sizing, and integration.	Prepare Bidding Documents (95%) drawings, completed specifications, and unit format estimated costs by labor and materials for review with owners (Deliverable 4) and issuance for solicitation of bids. Prepare Construction Documents (100%) drawings, completed specifications, and unit format estimated costs by labor and materials (Deliverable 5) based on final owner review.	Cook County Project Manager Cook County Contracting Officer Cook County Procurement Officer Architect/Engineer	20 Days
Construction Administration	Provide client representation during construction implementation and review installation of work for conformance with contract documents. n	Attend pre-construction kick-off meeting, review contractors Schedule of Values and Applications for Payment, review contractor provided shop drawings and submittals, attend progress meetings, conduct site observation visits, prepare project punchlist review, and provide close-out documentation.	Cook County Project Manager Cook County Contracting Officer Architect/Engineer Contractor	8 Months

ATTACHMENT 1:
WORK PLAN & SCHEDULING



The critical path schedule (CPM) identifies durations for design as specified by Cook County and anticipated milestones. This schedule has assumed a 5-day review and comment period by the client between identified phases. The total proposed design phase is slightly in excess of 4 months to accommodate these reviews. Construction is proposed to commence on or about July 27, 2015.

ATTACHMENT 1: WORK PLAN & SCHEDULING

1.4 Schedule of Deliveries:

Deliverable Number	Description	Date*
Deliverable 1	Assessment Report	September 1, 2015
Deliverable 2	Schematic Design Documents	September 22, 2015
Deliverable 3	Design Development Documents	October 20, 2015
Deliverable 4	Bidding Phase Documents	November 17, 2015
Deliverable 5	Construction Documents	December 1, 2015

*Date assumes a Notice to Proceed, issued by Cook County by August 10, 2015

1.5 Staffing Schedule:

Staff Member	Proposed Involvement	Proposed Phased Workload
Jacob Carlile, AIA Carlile 845 J.V. Project Manager	Client and project management	Assessment: 54 Hours SD Phase: 76 Hours DD Phase: 28 Hours BD Phase: 58 Hours CD Phase: 8 Hours CA Phase: 191 Hours
Jamie Zaura, AIA LEED AP BD+C Carlile 845 J.V. Architect	Architectural management and sub-consultant coordination	Assessment: 94 Hours SD Phase: 88 Hours DD Phase: 37 Hours BD Phase: 63 Hours CD Phase: 9 Hours CA Phase: 131 Hours
Megan Harte, AIA, EDAC, LEED AP Carlile 845 J.V. Architect	Architectural design and Implementation	Assessment: 33 Hours SD Phase: 32 Hours DD Phase: 15 Hours BD Phase: 28 Hours CD Phase: 5 Hours CA Phase: 47 Hours
Intern Architect Carlile 845 J.V.	Architectural drafting	Assessment: 65 Hours SD Phase: 52 Hours DD Phase: 24 Hours BD Phase: 36 Hours CD Phase: 12 Hours
Robert Lomb Jr. CPP, PSP, RCDD, BSCP Level 1 Global Solutions Telecommunications Designer	Telecommunications design	Assessment: 112 Hours SD Phase: 36 Hours DD Phase: 56 Hours BD Phase: 56 Hours CD Phase: 16 Hours CA Phase: 80 Hours

ATTACHMENT 1: WORK PLAN & SCHEDULING

Clinton Morris, RCDD Level 1 Global Solutions Telecommunications Designer	Telecommunications design	Assessment: 120 Hours SD Phase: 22 Hours DD Phase: 32 Hours BD Phase: 32 Hours CD Phase: 12 Hours
Todd J. Hill, PMP, RCDD Level 1 Global Solutions Senior Engineer		Assessment: 114 Hours
CAD Operator Level 1 Global Solutions		SD Phase: 48 Hours DD Phase: 112 Hours BD Phase: 112 Hours CD Phase: 48 Hours
Jorie Prather Level 1 Global Solutions Administrative Assistant		Assessment: 40 Hours SD Phase: 16 Hours DD Phase: 16 Hours BD Phase: 16 Hours CD Phase: 16 Hours

ATTACHMENT 2: SCOPE AND SUB-CONSULTANTS

2.1 Proposed Design Scope

Carlile Architects and 845 Design Group, comprised to form Carlile 845 Joint-venture, have reviewed all provided information, attended the pre-proposal walk-through, and have reviewed all information provided in the Request for Proposal issued December 18, 2015. Additionally, we have reviewed addenda #1 & #2 issued on January 13, 2015 and January 23, 2015 respectively.

We understand that Cook County desires to implement a project that upgrades the existing telecommunications infrastructure at the Cook County Temporary Juvenile Detention Center. This work is intended to provide faster and more reliable data and telephony systems to facilitate Electronic Medical Records and other necessary operational functions at the facility. It is further understood that all new work is to conform to current "Cook County Wiring Standards for Data and Voice Transmission".

The scope of work includes upgrading the service to the building by improving existing fiber optic infrastructure to meet current county wide wiring standards. Existing data service should be upgraded by distributing category 5e wiring to identified locations in the west-building. Additionally, the west building wireless network should be surveyed and an assessment report will be provided to the county to determine upgrade opportunities.

Additional scope of work includes the addition of copper house cable to connect the east-building concourse to the main telecom room in the west building, as well as structured wire infrastructure to the west-building penthouse.

Lastly, the project will include the addition of voice and data drops in all medical unit offices and all other areas where medical evaluations are performed. Existing office space utilized near the existing elevators will also be served with new data and voice drops to facilitate existing office functions in these areas. The school administration offices will additionally be served with new data and voice drops as well as providing conduit from the satellite closets in the school to the existing IDF closets for future wire pulling.

Scope assumptions:

- The scope for bringing existing fiber optic infrastructure up to current County wiring standards for the East and West buildings is limited to the 52 total IDF closets and design will interconnect to existing passive and active equipment in these IDFs as outlined in the RFP.
- The scope for adding additional category 5e wiring to each location for interconnection to existing passive and active equipment in existing IDF locations in the West building is limited to the addition of the drop location and associated horizontal distribution, and does not include the demo, resizing or relocation of existing cabling, pathways or infrastructure as noted in the RFP.
- The scope for structured wiring infrastructure to the West building Penthouse will interconnect to existing passive and active equipment in existing IDF locations as noted in the RFP.
- The scope for the adding copper house cable to connect East Building concourse to main telecom room in the West Building will include the interconnect of the copper house cable to

ATTACHMENT 2: SCOPE AND SUB-CONSULTANTS

existing passive and active equipment in existing IDF locations as noted in the RFP.

- The scope for adding voice/data drops in the medical unit and all areas where medical evaluations are performed and medication is dispensed will include the interconnect to existing passive and active equipment in existing IDF locations as noted in the RFP.
- The scope for adding voice/data drops in the new office areas by the elevators will include the interconnect to existing passive and active equipment in existing IDF locations as noted in the RFP.
- The Scope for adding voice/data drops in the Administration Offices towards the south end of the school area will include the interconnect to existing passive and active equipment in existing IDF locations as noted in the RFP.
- The scope for adding conduits from the satellite closets in the school to the closest IDF closets (approximately 4) includes the design of empty pathways only as noted in the RFP.
- The scope for the replacement of MDF equipment room cooling units is excluded from the scope of work. However, the equipment (existing or new under a separate contract) should be reviewed to ensure adequate cooling is available for new equipment and a detailed analysis will be provided for future design purposes.
- The scope for removal of the power conditioner from the existing power feed and new electrical distribution to the MDF equipment room incorporates a single MDF as noted in the RFP.

2.2 Sub-consultants retained by the joint venture

Level 1 Global Solutions has been included in this proposal and is anticipated to be the only consultant required to deliver the scope of work as identified. Level 1 Global Solutions is a telecommunications and electrical engineering firm qualified and capable to deliver all professional services required for the project.

2.3 List of Deliverables

- Deliverable 1: Assessment Report
- Deliverable 2: Schematic Design Documents
- Deliverable 3: Design Development Documents
- Deliverable 4: Bidding Documents
- Deliverable 5: Construction Documents

2.4 Permitting Plan

Carlile 845 Joint Venture intends to self perform the delivery of Construction Documents to the City of Chicago Department of Buildings for permit issuance or by use of an expediting service.

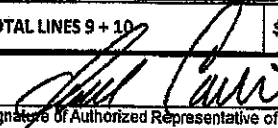
APPENDIX F
FEE PROPOSAL

CONSULTANT COST PROPOSAL

Task Order RFP # 1455-14184

Consultant: <u>Carille/845 JV</u>	Title of Project: A/E SERVICES - JTDC ELECTRIC MEDICAL RECORDS TELECOMMUNICATIONS INFRASTRUCTURE
-----------------------------------	---

Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Jacob Carille	415	\$ 41.50	\$ 17,222.50
Jamie Zaura	422	\$ 41.50	\$ 17,513.00
Megan Herte	180	\$ 41.50	\$ 6,640.00
Marissa Olsen	189	\$ 25.00	\$ 4,725.00
		\$	\$
TOTAL LINE 1			\$ 46,100.50
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
TOTAL LINE 2			\$
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
Joint Venture Projected Burden	150.00%	\$ 46,100.50	\$ 69,150.75
			\$
			\$
TOTAL LINE 3			\$ 69,150.75
4. "In-House" Cost	ADD TOTAL LINES 1 + 2 + 3		\$ 115,251.25
5. Profit (20%) of Line 4			\$ 23,050.25
6. Other Direct Costs/ Reimbursable Expenses			Estimated Cost
Printing/Reproduction/Shipping			\$ 2,750.00
Travel			\$ 1,848.00
Cook County Software			\$ 2,380.00
Umbrella Insurance (\$3M)			\$ 5,116.00
			\$
TOTAL LINE 6			\$ 12,094.00
7. Additional Services			Estimated Cost
			\$
			\$
TOTAL LINE 7			\$
8. Subcontractor Cost (from subcontractor's Line 8)			\$ 116,656.00
9. Subcontract Profit (from subcontractor's Line 9)			\$ 23,331.20
10. Total Project Cost	ADD TOTAL LINES 4 + 6 + 7 + 8		\$ 244,001.25
11. Total Project Profit	ADD TOTAL LINES 5 + 9		\$ 46,381.45
12. Total "Not-to-Exceed" Contract	TOTAL LINES 9 + 10		\$ 290,382.70


 Signature of Authorized Representative of Consultant
 Jacob J. Carille, AIA
 Printed Name of Authorized Representative of Consultant

6/17/15
Date


SUB-CONTRACTOR COST PROPOSAL

Task Order RFP # 1455-14184

Subcontractor: <u>Level 1</u>	Title of Project: A/E SERVICES - JTDC ELECTRIC MEDICAL RECORDS TELECOMMUNICATIONS INFRASTRUCTURE
-------------------------------	---

Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Robert Lomb (Telecom Designer)	218	\$ 54.00	\$ 11,772.00
Clinton Morris (Telecom Designer)	356	\$ 54.00	\$ 19,224.00
Todd Hill (Telecom Designers)	114	\$ 54.00	\$ 6,156.00
TOTAL LINE 1			\$ 37,152.00
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
Administrative (Support Staff)	104	\$ 32.00	\$ 3,328.00
AutoCAD (Support Staff)	320	\$ 32.00	\$ 10,240.00
		\$	\$
TOTAL LINE 2			\$ 13,568.00
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
Professional Labor	130.00%	\$ 37,152.00	\$ 48,297.60
Support Staff	130.00%	\$ 13,568.00	\$ 17,638.40
			\$
TOTAL LINE 3			\$ 65,936.00
4. "In-House" Cost	ADD TOTAL LINES 1+2+3		\$116,656.00
5. Profit (20 % of Line 4			\$23,331.20
6. Other Direct Costs			Estimated Cost
	TOTAL LINE 6		\$
7. Additional Services			Estimated Cost
			\$
			\$
	TOTAL LINE 7		\$
8. Total Project Cost	ADD TOTAL LINES 4 + 6 + 7		\$ 116,656.00
9. Total Project Profit	ADD TOTAL LINE 5		\$ 23,331.20
10. Total "Not-to-Exceed" Contract	TOTAL LINES 8 + 9		\$ 139,987.20

6/17/2015
Date


 Signature of Authorized Representative of Subcontractor
 THOMAS McElva
 Printed Name of Authorized Representative of Subcontractor

APPENDIX G

INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

CARLI-1

OP ID: CD

DATE (MM/DD/YYYY)

06/12/2015

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: _____		
INSURED: Carlile Architects LLC Jacob J. Carlile 1511 N. Convent St. Bourbonnais, IL		INSURER(S) AFFORDING COVERAGE
		INSURER A: RLI Insurance Company
		INSURER B: _____
		INSURER C: _____
		INSURER D: _____
		INSURER E: _____
		INSURER F: _____
		NAIC# 13056

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PRIMARY & ----- <input checked="" type="checkbox"/> SUBJECT TO ----- GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		PSB0001993	01/31/2015	01/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CON/P/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PSB0001993	01/31/2015	01/31/2016
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		PSE0002394	05/21/2015	01/31/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
A	Professional Liab.		RDP0018514	01/31/2015	01/31/2017	Per Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Cook County Contract 1455-14184- A/E Service for JIDC Electronic Medical Records Telecommunications Infrastructure. Cook County, its officials and employees are included as additional insureds per blanket endorsement as respect GL, subject to written contract requiring same. GL is primary and non-contributory. Waiver of subrogation applies GL/Umbrella

CERTIFICATE HOLDER COOKGOV Cook County Office of Procurement Officer 118 North Clark Street Chicago, IL 60602	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 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or 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 "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. 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 policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II - LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy 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 after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II - LIABILITY)**

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 and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. General Aggregate Limit – Per Project Or Per Location
- B. Additional Insured – Primary/Non-contributory
- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. General Aggregate Limit – Per Project Or Per Location

Paragraph 2.a. of C. Limits of Liability of SECTION I – INSURING AGREEMENT is deleted and replaced by the following:

- a. The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all ultimate net loss, except ultimate net loss because of:
 - (1) injury and damage included in the products-completed operations hazard or;
 - (2) any coverage included in underlying insurance to which no underlying aggregate applies.

The general aggregate applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your locations owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

- (1) premises involving the same or connecting lots;
- (2) premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or

- (3) premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

B. Additional Insured – Primary/Non-contributory

Paragraph K. Other Insurance of SECTION IV – CONDITIONS is deleted and replaced by the following:

K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the underlying insurance provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph L. Subrogation of SECTION IV – CONDITIONS is deleted and replaced by the following:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2015

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 USI Midwest - Euclid-Prof Liab 2021 Spring Road, Suite 100 Oak Brook, IL 60523	CONTACT NAME: PHONE (A/C, No, Ext): 312 442-7200 FAX (A/C, No): 610 362-8900 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED 845 Design Group PC 106 W Calendar Ave #131 La Grange, IL 60525	INSURER A: Sentinel Insurance Company Ltd.	NAIC # 11000
	INSURER B: Trumbull Insurance Company	27120
	INSURER C: RLI Insurance Company	13056
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER: 1**

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y Y	83SBANN3953	03/04/2015	03/04/2016	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$1,000,000
						GENERAL AGGREGATE \$2,000,000
						PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY	Y Y	83SBANN3953	03/04/2015	03/04/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	83SBANN3953	03/04/2015	03/04/2016	EACH OCCURRENCE \$3,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$3,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$10,000				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	83WECBY1972	03/04/2015	03/04/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N N/A				E.L. EACH ACCIDENT \$1,000,000
						E.L. DISEASE - EA EMPLOYEE \$1,000,000
						E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		RDP0019091	03/04/2015	03/04/2016	\$1,000,000 per claim/annual aggregate

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

Professional Liability is written on a 'claims made' policy form.

RE: Cook County Contract 1455-14184- A/E Service for JTDC Electronic Medical Records Telecommunications Infrastructure.

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional (See Attached Descriptions)

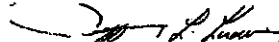
CERTIFICATE HOLDER

CANCELLATION

Cook County
Office of Procurement Officer
118 N Clark St
Chicago, IL 60602

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



DESCRIPTIONS (Continued from Page 1)

Insured status to Cook County, its officials and employees only when there is a written contract that requires such status, and only with regard to work performed by the named insured.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.

The General Liability policy provides a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

APPENDIX H

COOK COUNTY TRAVEL POLICY



**COOK COUNTY
TRANSPORTATION
EXPENSE REIMBURSEMENT
AND TRAVEL REGULATIONS
POLICY**

Adopted: FY2009

COOK COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT

SECTION I. AUTOMOBILE REIMBURSEMENT PLAN

- A. Any employee who is required and authorized to use their personally owned automobile in the conduct of official County Business shall be allowed and reimbursed. The number of County business miles driven per ½ month will be compensated at the standard IRS deduction for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive.
- B. In addition, parking and tolls shall be allowed for reimbursement if items are supported by receipts. Proof of IPASS charges shall be submitted along with the Transportation Expense Voucher.

SECTION II. GUIDELINES

A. Commuting Expenses

Commuting expenses between an employee's home and regular place of assignment will not be reimbursed, even if an employee's regular place of assignment is at different locations on different days within the County.

***Example:** An employee working for the Assessor's Office is regularly assigned to the Assessor's Office in Markham on Mondays and to the Assessor's Office in Maywood on Tuesdays through Fridays. Travel expenses to and from the employee's home and Assessor's Office on any day will not be reimbursed when assignments are permanent.*

B. Temporary and Minor Assignments (residence to temporary duty point)

Employees who are required to perform County business in the form of temporary and minor assignments beyond the general area of their regular place of assignment in the County may be reimbursed for their transportation expenses between home and their first or last stop, for such travel attributed to County business.

Mileage to first stop or from last stop between home and temporary place of assignment may be allowed and reimbursed.

Authorization for reimbursement for transportation between home and first or last stop shall only be allowed when, in the judgment of the Department head, reporting to the regular place of assignment is not reasonable because of the elements of time, place, business purpose and employee effectiveness. The assignment must be temporary and not indefinite.

C. Temporary and Minor Assignments (mileage between temporary duty points)

Employees who receive one or more temporary assignments in a day may be reimbursed for transportation for getting from one place to the other. Mileage from the employee's regular place of assignment, or first duty point, to all temporary duty points and back to regular place of assignment, or last duty point, is entitled to reimbursement.

D. General Guidelines

1. Mileage must be computed on the basis of the most direct route. Any mileage incurred solely for personal reasons is not reimbursable.
2. Employees must bear the cost of their normal commuting expenses between residence and official place of assignment.
3. Close supervision shall be maintained over the use of privately owned vehicles by the Department Heads. Authorization for use of privately owned vehicles shall only be given when deemed a service and benefit to Cook County Government. Reimbursements for transportation shall only be as compensation for services performed for the County.

SECTION III. TRANSPORTATION EXPENSE VOUCHER

A. Preparation

1. All claims for compensation of transportation expenses including the use of privately owned automobile and incidental parking fees and tolls, and taxicab and bus fares shall be submitted and itemized in the Transportation Expense Voucher. (For each stop of business use, enter date, started from location, finished at location, miles and expense between each stop. Total the dollar amount and enter in the space for "Total.")
2. When travel between home and first or last temporary duty point is authorized, the employee's residence shall be entered on the Transportation Expense Voucher, "Started from Location" or "Finished at Location."
3. The Transportation Expense Voucher shall be supported by receipts for all items, individually.
4. The Transportation Expense Voucher shall be prepared and signed by the individual who has incurred the expense and signed by their Supervisor. The original Voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a Transportation Expense Voucher is considered a major cause infraction subject to disciplinary action up to and including discharge.

5. The individual submitting the Transportation Expense Voucher is personally responsible for its accuracy and priority. Trip details shall be entered immediately following automobile use to eliminate possibility of errors. The form must be completed in its entirety, e.g., insurance coverage.

B. Approval and Submission

1. The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.
2. Any Transportation Expense Voucher not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

C. Authorized Attendance at Seminars, Meetings, Conventions, etc., on County Business

These expenses shall be detailed in accordance with the procedure relating to "Cook County Travel Regulations."

SECTION IV. COUNTY-OWNED AUTOMOBILE

Section 162(a)(2) of the Internal Revenue Code requires that any employee who is assigned a County-owned vehicle for use in performance of the employee's duties and who uses the vehicle for use in performance of the employee's duties and who uses the vehicle to commute from home to work and/or from work to home must include in their compensation the value to the employee (as provided for by the IRS) for each day such vehicle is used for commuting purposes, and Cook County must include this compensation on employee W-2 form.

The use of County-owned vehicles for personal use is prohibited.

COOK COUNTY TRAVEL REGULATIONS

SECTION I TRAVEL EXPENSES

- A.** Travel expenses are ordinary and necessary expenses for transportation, hotel accommodations, meals and incidental expenses for travel that is longer than an ordinary day's work, and the employee needs to get sleep or rest during non-working time while away.

Reimbursements shall be allowed if the following requirements are met:

1. Travel is for periods more than or equal to be employee's scheduled workdays hours, plus 2 hours (usually 10 hours).
2. The employee must get sleep or rest while away in order to complete County business. (This does not mean napping in the car.)
3. Lodging and air travel shall be arranged through a County travel vendor, as specified by the Purchasing Agent.

SECTION II RESPONSIBILITY OF DEPARTMENT HEAD

- A.** The Department Head is responsible for the execution of all travel regulations as well as such other policies and guidelines regarding travel as published by the Bureau of Administration.
- B.** All travel subject to these regulations shall be authorized in advance by the Department Head in accordance with current County directives.
- C.** Each Department shall develop a system for the prior authorization and control of travel to prevent expenses exceeding appropriations and to hold travel to the minimum required for efficient and economical conduct of County business.
- D.** The rates for reimbursements set forth in these regulations represent the maximums permitted under IRS guidelines.

SECTION III ALLOWABLE TRANSPORTATION EXPENSE

- A.** Modes of transportation authorized for official travel in the course of County business will include automobiles, railroads, airlines, buses, taxicabs, and other usual means of conveyance. Transportation may include fares and expenses incidental to transportation such as baggage transfer, official telephone messages in connection with items classed as transportation, and reasonable tips.
- B.** All taxicab fares shall be accompanied by a receipt indicating the amount paid.

- C. Transportation between place of lodging and place of business at a temporary work location shall be allowed as a transportation expense.

SECTION IV MODE OF TRAVEL

- A. All travel shall be by the most direct route.
- B. In cases where an individual for their own convenience travels by an indirect route or interrupts travel by direct route, that individual shall bear the extra expense. Reimbursement for expenses shall be based only on such charges as would have been incurred by the most direct and economical route.
- C. All travel shall be by the most economical mode of transportation available, considering travel time, costs, and work requirements.

SECTION V ACCOMMODATIONS ON AIRPLANES, TRAINS, AND BUSES

- A. First class travel is prohibited
- B. Travel on airplanes shall be coach class.
- C. Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to Department Head approval.

SECTION VI USE OF PRIVATELY OWNED OR RENTED CONVEYANCE

- A. When an individual rendering service to the County uses privately owned motor vehicles in the conduct of official business and such use is authorized or approved as advantageous to the County, payment shall be made on a mileage basis at rates not to exceed those published by the Bureau of Administration.
- B. Reimbursement for the cost of automobile parking fees and tolls shall be allowed. The fee for parking an automobile at a common carrier terminal, or other parking area, while the traveler is on official business, shall be allowed only to the extent that the fee does not exceed the cost of public transportation.
- C. When a privately owned automobile is used for travel, the total transportation cost (including mileage allowance, parking fees, tolls and per diem expenses) shall not exceed the cost of public transportation, if reasonable public transportation is available.
- D. The use of rented automobiles will be kept to an absolute minimum and rented only in an emergency upon prior approval of the responsible Department Head. Every effort shall be made to obtain other suitable transportation rather than to use rented vehicles. Where emergencies require the use of a rented vehicle, the most economical vehicle available and suitable for the conduct of County business shall be obtained.

SECTION VII LIVING EXPENSES

A. Meals and Incidental Expense (M&IE)

Employees assigned to out of town travel shall receive a per diem set by the current U.S. General Services Administration in their Federal Travel Regulations (FTR) Meal and Incidental Expense (M&IE) rate. Travel rates differ by travel location and are periodically revised by the Federal Government. These rates can be found at the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

The per diem rate is intended to include all meals and incidental expenses during the period of travel. There will be no reimbursement for meals and incidental expenses beyond this rate.

In addition, the traveler may receive reimbursement for special expenses as provided in Paragraph "C-3" below.

B. Travel Without Lodging

When lodging is not required, the per diem M&IE allowance is not permitted. Travel shall be on "actual expenses incurred."

C. Reimbursable Expenses

1. Lodging - Reasonable costs of hotel accommodations incurred will be allowed. Lodging shall be reimbursed by receipt up to the limits of the current Federal Travel Regulations as shown on the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

Questions of reasonable hotel accommodations should be referred to the Bureau of Administration. Receipts are to be submitted with the Invoice Form to support accommodation expenses claimed.

2. Transportation - Transportation to and from duty point; between places of lodging, business and meals shall be allowed.
3. Special Expenses - The reasonable cost of miscellaneous expenses incurred shall be allowed to a traveler. The following are examples of miscellaneous expenses that may be deemed reimbursable or non-reimbursable:

<u>Reimbursable</u>	<u>Non-Reimbursable</u>
Stenographic and Typing Services	Entertainment
Storage of Baggage	Alcoholic Beverages
Hire of Room for Official Business	Traffic Tickets
Telephone Calls on Official Business	

All special expenses shall be itemized on the Conference and Travel Reimbursement Voucher with receipts attached.

SECTION VIII CONFERENCES

When the cost of meals for approved seminars or official meetings is an integral part of the Registration Fee, the "per diem" traveler shall deduct such amounts from the "cost of meals and incidental expenses" allowance, and the traveler on "actual expenses incurred" shall not claim meals which are included in the conference fee.

SECTION IX CONFERENCE AND TRAVEL REIMBURSEMENT VOUCHER

A. Memorandum of Expenditures

A memorandum of all travel expenditures properly chargeable to the County shall be kept by individuals subject to these regulations. The information thus accumulated shall be available for proper Invoice Form preparation.

B. Conference and Travel Reimbursement Voucher Preparation

1. All claims for reimbursement of travel expenses shall be submitted on the Conference and Travel Reimbursement Voucher and shall be itemized in accordance with these regulations.
2. The Conference and Travel Reimbursement Voucher shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.
3. The Conference and Travel Reimbursement Voucher shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense (M&IE) items, and all other items. Also, a copy of the travel authorization is to be included for out-of-state travel.
4. The Conference and Travel Reimbursement Voucher shall be prepared and signed by the individual who has incurred the expenses.
5. The individual submitting the Conference and Travel Reimbursement Voucher is personally responsible for accuracy and propriety. A misrepresentation shall be cause for disciplinary or legal action.

C. Approval and Submission of Invoice Form

1. The Conference and Travel Reimbursement Voucher shall be approved by the Department Head or a designated representative, who shall sign the original Voucher and submit to the Comptroller's Office. A copy of the Voucher shall be retained by the Department as well as the person submitting the Voucher.
2. Any Conference and Travel Reimbursement Voucher not prepared in accordance with these regulations or not properly supported by receipts where required will be returned to the originator for correction.

D. Frequency of Submission

The original Conference and Travel Reimbursement Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Conference and Travel Reimbursement Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Conference and Travel Reimbursement Voucher shall be retained by the department and the employee.

APPENDIX I

IDENTIFICATION OF SUBCONSULTANTS

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

OCPO ONLY:	
<input type="radio"/>	Disqualification
<input type="radio"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1455-14184	Date: 4/13/15
Total Bid or Proposal Amount: \$307,324.62	Contract Title: Juvenile Temporary Detention Center Electronic Medical Records Telecommunications Infrastructure
Contractor: Carlile Architects & 845 Design Group Joint Venture	Subcontractor/Supplier/Subconsultant to be added or substitute: Level-1 Global Solutions
Authorized Contact for Contractor: Jacob Carlile	Authorized Contact for Subcontractor/Supplier/Subconsultant: Thomas McElroy
Email Address (Contractor): jcarlile@carlile-architects.com	Email Address (Subcontractor): tdm@level-1.com
Company Address (Contractor): 1234 Harrison Ave	Company Address (Subcontractor): 22 West Washington St. Ste. 1500
City, State and Zip (Contractor): LaGrange Park, IL 60525	City, State and Zip (Subcontractor): Chicago, IL 60602
Telephone and Fax (Contractor) P: (815) 401-0526 / F: (815) 401-1295	Telephone and Fax (Subcontractor) P: (312) 202-3300 / F: (312) 202-3310
Estimated Start and Completion Dates (Contractor) April 2015 - April 2016	Estimated Start and Completion Dates (Subcontractor) April 2015 - April 2016

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Professional Architectural and Engineering Design Services	\$307,324.62

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor Carlile/845 Joint Venture

Name Jacob Carlile Principal

Title 

Prime Contractor Signature

4/13/15
Date

APPENDIX J

CERTIFICATION FOR CONSULTING OR AUDITING SERVICES

**COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER
CERTIFICATION FOR CONSULTING OR AUDITING SERVICES**

This Certification is made and required pursuant to Section 34-193 of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County or Elected Officials. For purposes of this Certification, the following definitions shall apply:

"Auditing" means the formal examination of accounting records or financial statements for compliance with financial accounting standards applicable to governmental entities, which functions are generally exclusively performed or supervised by Persons licensed and authorized to do business as public accounts in the State. Auditing shall also include any independent reports and management recommendations derived or resulting from the performance of auditing services and which reports and recommendations are included within the scope of the Contract for Auditing Services.

"Consulting" means the rendering of analysis and advice requiring specialized expertise in a particular subject area or field. Such expertise may have been gained by education or experience in the area or field. Consulting expressly excludes auditing services.

"Elected Official" means the President and Commissioners of the Cook County Board, Assessor, Board of Review, Chief Judge, Clerk of the Circuit Court, County Clerk, Recorder of Deeds, Sheriff, State's Attorney, Treasurer and any other elected official included in the Cook County Appropriations Ordinance.

"County" shall mean the offices which are administered by the President of the County Board.

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 to.

SECTION 1: CONTRACTOR'S INFORMATION

COMPANY NAME: Carlile/845 Joint Venture

ADDRESS: 1234 Harrison Ave.

TELEPHONE: (815) 401-0526

CONTACT NAME: Jacob Carlile

CONTACT EMAIL: jcarlile@carlile-architects.com

SECTION 2: AFFILIATE INFORMATION

If the Contractor has any "Affiliates" please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification "Affiliates" shall mean any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. "Control" shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise. "Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

Jamie Zaura - 845 Design Group P.C. & Megan Harte - 845 Design Group PC

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: Contract 1455-14184
- b. The Contractor is providing the following type of Services: [] Auditing or [x] Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:
Cook County Department of Capital Planning and Policy
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? [] Yes or [x] No.
If yes, please state the other Contract Number(s) and the Nature of Services.
-
-

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

- a. It has read Section 34-193 (a)-(b) of the Procurement Code, which provides as follows:

The County will not enter into any Contract for Auditing Services, nor shall it consent to a subcontract for such Auditing Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for consulting services for or with the County. Additionally, the County will not enter into any Contract for Consulting Services, nor shall it consent to a subcontract for such Consulting Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for Auditing Services for or with the County. For purposes of this provision, "County" shall refer only to offices which are administered by the President of the County Board and shall not refer to offices which are administered by Elected Officials.

The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.

- b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.
- c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.



Signature

Jacob J. Carlile, AIA

Name (Type or Print)

Joint Venture Managing Member

Title

8/6/15

Date

APPENDIX K

ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
None	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

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

Yes: X No: _____

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

1234 Harrison Ave. LaGrange Park, IL 60525

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

Yes: X No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): 14-07-314-041-1014

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Jacob Carlile

D/B/A: Carlile 845 JV

FEIN NO/SSN (LAST FOUR DIGITS): _____

Street Address: 1234 Harrison Ave.

City: LaGrange Park

State: Illinois

Zip Code: 60526

Phone No.: (815) 401-0526

Fax Number: (815) 401-1295

Email: jcarlile@carlile-architects.com

Cook County Business Registration Number: _____

(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Jacob J. Carlile	1234 Harrison Ave. LaGrange Park, IL 60526	50%
Megan Harte	1234 Harrison Ave. LaGrange Park, IL 60526	25%
Jamie Zaura	1234 Harrison Ave LaGrange Park, IL 60526	25%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office

Declaration (check the applicable box):

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

Jacob J. Carlile, AIA

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

Signature

jcarlile@carlile-architects.com

E-mail address

Subscribed to and sworn before me
this 13 day of April, 2015

x Katherine K Hodak
Notary Public Signature

Project Contact

Title

4/13/15

Date

(815) 401-0526

Phone Number

My commission expires: 12/9/15

Notary Seal





COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

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

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

Name of Person Doing Business with the County: Jacob J. Carlile, AIA

Address of Person Doing Business with the County: 1234 Harrison Ave. LaGrange Park, IL 60526

Phone number of Person Doing Business with the County: (815) 401-0526

Email address of Person Doing Business with the County: jcarlile@carlile-architects.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Carlile 845 JV - 1234 Harrison Ave. LaGrange Park, IL 6026 (815) 401-0526

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

1455-14184

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ \$307,342.62

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Shannon E. Andrews, Cook County Procurement Office, 118 N. Clark Street Rm. 1018, Chicago IL (312) 603-5370

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

Shannon E. Andrews, Cook County Procurement Office, 118 N. Clark St. Rm 1018, Chicago, IL (312) 603-5370

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

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

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

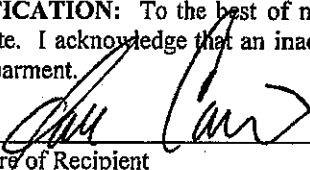
Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial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

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.


4/13/15

 Signature of Recipient Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE PAGES 13, 14, & 15

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

Execution by Corporation

Corporation's Name

President's Printed Name and Signature

Telephone

Email

Secretary Signature

Date

Execution by LLC

LLC Name


*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Carlile 845 JV

Jacob Carlile 

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

7/16/15

(815) 401-0526 jcarlile@carlile-architects.com

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

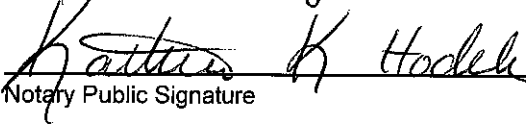
Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

16 day of July, 2015.


Notary Public Signature

My commission expires:

12-9-15

Notary Seal



*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

**JOINT VENTURE AGREEMENT FOR COOK COUNTY JUVENILE TEMPORARY DETENTION CENTER
ELECTRONIC MEDICAL RECORDS TELECOMMUNICATIONS INFRASTRUCTURE No. 1455-14184**

This Joint Venture Agreement (herein after referred to as the "Agreement") is entered into this 13th day of April, 2015, by and among CARLILE ARCHITECTS, LLC, an Illinois limited liability company, and 845 DESIGN GROUP, P.C., an Illinois professional corporation, (hereinafter collectively referred to as the "Joint Venturers" or "Parties") for the purpose of performing professional architectural services.

WITNESSETH:

WHEREAS, the Parties are desirous of forming a joint venture (the "Venture"), under the laws of the State of Illinois by execution of this Agreement for the purposes set forth herein and are desirous of fixing and defining between themselves their respective responsibilities, interests, and liabilities in connection with the performance of the before mentioned construction project; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties herein agree to constitute themselves as joint venturers, henceforth, "Venturers" for the purposes before mentioned, and intending to be legally bound hereby, the Parties hereto, after first being duly sworn, do covenant, agree and certify as follows:

ARTICLE I.

DEFINITIONS:

1.1 "Venturers" shall refer to 845 DESIGN GROUP P.C., and CARLILE ARCHITECTS LLC, and any successor(s) as may be designated and admitted to the Venture.

1.2 "Internal Revenue Code", "Code" or "I.R.C." shall refer to the current and applicable Internal Revenue Code.

1.3 "Net Profits and Net Losses" means the taxable income and loss of the Venture, except as follows:

1.4 The "book" value of an asset shall be substituted for its adjusted tax basis if the two differ, but otherwise Net Profits and Net Losses shall be determined in accordance with federal income tax principles.

1.5 "Project" shall refer to that certain County of COOK, ILLINOIS (State) construction project known as JUVENILE TEMPORARY DETENTION CENTER ELECTRONIC MEDICAL RECORDS TELECOMMUNICATIONS INFRASTRUCTURE No. 1455-14184

1.6 "Treasury Regulations" shall refer to those regulations promulgated by the Department of the Treasury with respect to certain provision of the Internal Revenue Code.

1.7 "Percentage of Participation" shall refer to that figure set forth in Article 5 at section 5.1.

ARTICLE II

FORMATION, NAME, AND PRINCIPLE PLACE OF BUSINESS

2.1 FORMATION

(a) The Venturers do hereby form a joint venture pursuant to the laws of the State of Illinois in order for the Venture to carry on the purposes for which provision is made herein.

(b) The Ventures shall execute such certificates as may be required by the laws of the State of Illinois or of any other state in order for the Venture to operate its business and shall do all other acts and things requisite for the continuation of the Venture as a joint venture pursuant to applicable law.

(c) Each Venturer shall maintain and expressly warrants and represents that it currently maintains sufficient registration and licensure of its firm and individuals as required to perform the work of the Project.

2.2 NAME

The Name and style under which the Venture shall be conducted is: Carlile Architects/845 Design Group joint venture.

2.3 PRINCIPAL PLACE OF BUSINESS

The Venture shall maintain its principal place of business at: 1234 Harrison Avenue, La Grange Park, Illinois, 60526 The Venture may re-locate its office from time to time or have additional offices as the Venturers may determine.

ARTICLE III

PURPOSE OF THE JOINT VENTURE

The sole business and purpose of the Venture shall be to perform: PROFESSIONAL ARCHITECTURAL AND PROJECT MANAGEMENT services having the Contract #TBD, and being in a dollar amount of \$246,417.20, in accordance with the contract documents for the Project and all such other business incidental to the general purposes herein set forth. If any party proceeds to undertake, perform or make any commitments on behalf of the Venture as to other projects without prior written mutual agreement, any costs or liabilities incurred will be solely for the account of the party so proceeding. Nothing contained in this Agreement shall be construed to limit any Venturer in separately engaging in any other activities either similar or dissimilar in nature to those covered by this Agreement or the Project.

ARTICLE IV

TERM

The term of the Venture shall commence as of the date hereof and shall be terminated and dissolved upon the earliest to occur of: (i) completion of the Project and receipt of all sums due the Venture by the Owner, THE COUNTY OF COOK pursuant thereto and payment of all laborers and materialmen employed by the Venture in connection with the project; (iii) the unanimous agreement of the Ventures; or (iv) the order of a court of competent jurisdiction.

ARTICLE V

PERCENTAGE OF PARTICIPATION

5.1 Except as otherwise provided in sections 6.0 and 9.0 hereof, the interest of the Parties in any gross profits and their respective shares in any losses and/or liabilities that may result from the filing of a joint bid and/or the performance of the Construction Contract, and their interests in all property and equipment acquired and all money received in connection with the performance of the Construction Contract shall be as follows:

Name	Joint Venture Partner Percentage
845 DESIGN GROUP P.C.	50%
CARLILE ARCHITECTS LLC	50%

5.2 The Parties agree that in the event any losses arises out of or results from the performance of the Project, each Venturer shall assume and pay the share of the losses that is equal to the percentage of participation.

5.3 Subject to the terms of section 5.4 herein, if for any reason, a Venturer sustains any liabilities or is required to pay any losses arising out of or directly connected with the construction of the Project, or the execution of any surety bonds or indemnity agreements in connection therewith, which are in excess of its Percentage of Participation, in the Joint Venture, the other Venturer shall promptly reimburse such Venturer this excess, so that each and every member of the Joint Venturer will then have paid its proportionate share of such losses to the full extent of its Percentage of Participation.

5.4 The Venturers agree to indemnify each other, their employees, independent contractors, agents, successors and assigns and to hold the other harmless from, any and all losses, claims or damages, liabilities, expenses and suits in excess of that party's Percentage of Participation to the extent caused by or resulting from the acts or omissions of the indemnifying party. Provided that the provisions of this subsection shall be limited to losses that are directly connected with or arise out of the performance of the Project and/or the execution of any bonds or indemnity agreements in connection therewith and shall not be relate to or include any incidental, indirect or consequential losses that may be sustained or suffered by a Party.

5.5 The Parties shall from time to time execute such bonds and Indemnity agreements, including applications and other documents that may be necessary in connection with the performance of the Project. Provided however, that the liability of each of the Parties under any agreements to indemnify a surety company or surety companies shall be limited to the percentage of the total

liability assumed by all the Parties under such indemnity agreements that is equal to the Party's Percentage of Participation.

5.6 INITIAL CONTRIBUTION OF THE VENTURE.

(a) The Venturers shall contribute the Property to the Venture and their Capital Account shall each be credited with the appropriate value of such contribution in accordance with their Venture interests. The initial capital contribution shall be One Thousand and no/100 dollars (\$1,000.00) dollars. Equipment contributions should include all systems and equipment required to meet the requirements of the project including but not limited to; phone and fax services, computer equipment for drafting, design, documentation, and accounting purposes, small and large format print systems, and transportation.

(b) Except as otherwise required by law or this Agreement, the Venturers shall not be required to make any further capital contributions to the Venture.

5.7 VENTURE INTERESTS

Upon execution of this Agreement, the Venturers shall each own the following interests in the Venture:

Joint Venture Partner: Percentage

(a) 845 DESIGN GROUP, P.C. – 50%

(b) CARLILE ARCHITECTS, LLC – 50%

5.8 RETURN OF CAPITAL CONTRIBUTIONS

(a) No Venturer shall have the right to withdraw his capital contributions or demand or receive the return of his capital contributions or any part thereof, except as otherwise provided in this Agreement.

(b) The Venturers shall not be personally liable for the return of capital contributions or any part thereof, except as otherwise provided in this Agreement.

(c) The Venture shall not pay interest on capital contributions of any Venturer.

5.9 ALLOCATIONS OF NET PROFITS AND LOSSES

Subject to the provisions of this Article, the Net Profits and losses of the Venture (including any net "book" gains of the Venture resulting from a Capital Event) shall be allocated to the Venturers in the following priority:

A. NET PROFITS

(1) First, to those Venturers with negative Capital Accounts, between them in proportion to the ratio of their negative Capital Account balances, until no Venturer has a negative Capital Account.

(2) Thereafter, to the Venturers, pro-rata, based on their respective Venture interests as set forth in Section 5.2 hereof.

B. NET LOSSES

(1) Subject to the provisions of this Article VI, Net Losses of the Venture (including any net "book" loss of the Venture resulting from a Capital Event) shall be allocated to the Venturers, pro rata, based upon their respective Venture interests as set forth herein.

(2) For purposes of this, Capital Accounts shall be adjusted hypothetically as provided for in Sections 1.704-1(b)(2)(ii)(d) and 1.704-1(b)(4)(iv)(f) of the Treasury Regulations. These adjustments shall include the qualified income offset as set forth in this Agreement.

C. DISTRIBUTIONS

Distributable Cash of the Venture shall be distributed to the Venturers, pro rata, based on their respective Venture interests as set forth herein.

ARTICLE VI

MANAGEMENT

6.1 The management of the Joint Venture shall be conducted pursuant to policy established by the Parties.

6.2 Except as provided in sections 6.0 and 9.0, each Party shall have a voice in the management of the Venture equal to its Percentage of Participation. For such purpose each Party is assigned the following number of votes and hereby designates the following representatives to exercise such votes:

PARTY	VOTES	REPRESENTATIVES
845 DESIGN GROUP P.C.	1	JAMIE ZAURA, AIA
CARLILE ARCHITECTS LLC	1	JACOB CARLILE, AIA

6.2 Each Venturer may, at any time, substitute an alternative in place of any of its above-named representatives by serving written notice to all the other Parties.

6.3 The Party Representatives shall determine the policy for the management of the joint venture by unanimous vote.

6.4 The Parties shall have the following powers:

(a) To determine the time and place of holding its meetings and the procedures for conducting Venture affairs.

(b) To determine and act upon the various matters, expressly or impliedly contained in other section of this Agreement, which require decision by the Representatives.

(c) To determine and act upon any other matters of joint interest to, or requiring prompt action by the Joint Venture.

(d) To determine insurance reserves and reserves for other potential liabilities that may result from or arise out of the Project work.

(e) To consider all claims and disputes of any kind between the joint venture and the Owner, subcontractors and/or third Parties and to authorize negotiation, arbitration, litigation, and/or any other process for their resolution and to authorize the settlement thereof.

6.5 Notwithstanding any other provisions to the contrary herein, insurance coverages and limits shall be subject to unanimous approval of all the parties.

ARTICLE VII

DELEGATION OF AUTHORITY

7.1 The Venturers agree to a split of authority between themselves as follows:

a. CARLILE ARCHITECTS shall be the Administrative Managing Partner responsible for all bookkeeping and payroll of the Joint Venture.

b. 845 DESIGN GROUP P.C. shall be the Project Managing Partner in charge of the Project work.

7.2 The Project Managing Partner provide supervision of all matters necessary and connected with the performance of the Construction Contract, with the exception of that performed by the Administrative Managing Partner.

7.3 Authority to act for and bind the Venturers in connection with any and all of the performance of the Project may not be delegated.

7.4 All consultants hired by the joint venture shall be monitored and paid for from the joint venture shared accounts and all responsibility to monitor and supervise their work and coordination necessary for the successful delivery of the project should be a joint responsibility.

7.5 The joint venture management, supervisors, and other personnel identified as the joint venture team shall be committed and dedicated to the performance of the project.

7.6 Work not identified in the proposal for services or subsequent contract for professional services as being performed by an outside consultant should be a shared responsibility of the joint venture. Specific tasks and roles have been identified in this agreement and in the proposal for services for each team member.

7.7 No costs shall be incurred or committed for any Joint Venture work which will be in excess of the applicable project budgets approved by the Venturers. Each Venturer hereby indemnifies and holds harmless the other Venturer against and from any damage, liability, expense or cost arising out of the failure of the indemnifying party to have taken appropriate action to avoid such excess costs.

ARTICLE VIII

JOINT VENTURE BANK ACCOUNTS

8.1 All Working Capital or other funds received by the Joint Venture in connection with the performance of the project shall be deposited in a Checking Account, set up especially and only for the Joint Venture, and requiring the joint signatures of the parties for any withdrawals. Said accounts shall be kept separate and apart from any other accounts of the Venturers.

8.2 Withdrawal of funds from the Joint Venture's Joint Checking Account may be made in such amount as determined by the Party Representatives.

ARTICLE IX

ACCOUNTING AND AUDITING

9.1 Separate books of accounts shall be kept by the Administrative Managing Partner of the transactions of the Joint Venture. Any Venturer may inspect such books upon reasonable notice and at any reasonable time. Reports of major activities, invoices, monies received and distributions made shall be made monthly by the Administrative Managing Partner to advise each Venturer of the Joint Venture's financial and work progress status.

9.2 Periodic audits may be made upon said books at such time as authorized by the Party Representatives by persons designated by the same and copies of said audit shall be furnished to all Venturers. Separately, each Venturer shall keep complete and detailed records relating to its performance of work for the Joint Venture. Such records shall be subject to inspection by the Joint Venture, the Owner if required by Contract and each party to this Agreement during regular business hours.

9.3 Upon completion of the Project, a final audit shall be made and copies of such audit shall be furnished to each of the parties.

9.4 It is understood and agreed that the method of accounting used by the Administrative Managing Partner and for state and federal income tax purposes shall be the cash based method and that the accounting year shall be the calendar year.

9.5 The Administrative Managing Partner shall receive additional compensation in the amount of 3% of the total Project amount for the use of its data processing system and accounting, payroll and tabulating work. Work performed by the Administrative Managing Partner's in-house counsel or executive secretary on behalf of the Joint Venture shall be charged separately to the Joint Venture's account at a rate agreed upon by the Venturers. Otherwise, Each party shall pay all its own costs of the Joint Venture services and of all activities incidental thereto,

including but not limited to salaries, mandatory and optional employee benefits, overhead cost, direct expenses, rental and purchase of equipment.

ARTICLE X

RESOLUTION OF DISPUTES

10.1 All disputes arising out of this Joint Venture Agreement between the Venturers that is not resolvable by good faith negotiations by the same shall be settled by arbitration under the Construction Industry rules of the American Arbitration Association. The Parties agree to split the costs of said arbitration. In so agreeing the Parties expressly waive their right, if any, to a trial by jury of these claims and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and enforceable in any court having jurisdiction over the same.

ARTICLE XI

INSURANCE

11.1 Each Venturer will maintain, at its own expense, at least the insurance required by the contract with the County for the term of this Agreement and as required by the contract with the County for the Project.

11.2 In the event that any consultant employed by the Joint Venture shall be held responsible for committing an error or omission resulting in a claim by the County and to the extent that such consultant may not have sufficient professional liability insurance to cover such claims, then the Joint Venture members shall equally share in any such costs or damages including court costs, fines or attorneys fees which are in excess of the consultant's coverage.

11.3 Each Venturer shall endorse its Professional Liability Insurance Policy to cover its interest in the Joint Venture and each Venturer agrees to maintain its Professional Liability insurance coverage for the duration of the applicable Statute of Limitations in the State of Illinois. Certificates of Professional Liability insurance indicating endorsement of the Project shall be provided by each Venturer to the other Venturer annually.

ARTICLE XII

TERMINATION AND WINDING UP

12.1 Except as the parties specifically consent, this Agreement shall automatically terminate when all of the Joint Venture's work on the Project has been completed, final settlement has been reached with the Owner and all Venturers' accounts have been finalized and dispensed. In the event a contract for the Project is not awarded to the Joint Venture, this Agreement shall automatically terminate.

12.2 This Agreement may be terminated at any time if the parties agree to liquidate the Joint Venture on terms and conditions unanimously approved.

12.3 In the event of a material breach of any provision of this Agreement by either Venturer, the nondefaulting Venturer may terminate this Agreement on thirty days prior written notice to the defaulting party, specifying the details of the alleged breach, provided such material breach is not substantially cured by the time of expiration of the thirty day period. This provision shall not be construed to preclude any other remedies available to the adversely affected at equity or law.

12.4 In the event of bankruptcy or insolvency of any party, or in the event any commits any act of bankruptcy or takes advantage of any bankruptcy reorganization, composition, or arrangement statute, then after such date, such party and its representative on the Executive Committee shall cease to have any voice in the performance of the Contract or the management of the Joint Venture.

12.5 No termination or withdrawal as provided for in this Section 12 shall relieve any party from any obligation or liability incurred prior thereto, nor excuse the payment of any monetary sums owed among the parties or to third parties.

12.6 In the event that the Joint Venture is dissolved for any reason whatsoever, a full and general account of its assets, liabilities and transactions shall at once be taken. Such assets may be sold and turned into cash as possible and all debts and other amounts due the Joint Venture collected. The proceeds shall thereupon be applied as follows:

- (a) To discharge the debts and liabilities of the Joint Venture and the expenses of liquidation;
- (b) To pay each Venturer or his legal representative any proceeds to which he shall then be entitled;
- (c) After payment of all obligations and liabilities of the Joint Venture, the remaining funds of the Joint Venture shall be distributed to the parties in the same proportion as their interests in this Agreement shall appear.

ARTICLE XIII

PROPRIETARY DATA

13.1 Subject to applicable requirements of the Project agreement with the County, information relating to the Joint Venture or the Project which is gathered or exchanged by the parties during the term of this Agreement shall be maintained in confidence and shall not be utilized except for the purposes of the Joint Venture and the exercise of rights, obligations, duties and privileges as set forth herein; and (ii) such information will not be disclosed to any third parties or to a party's own personnel except as there is a good faith need to know; provided, however, that no party shall be liable for any utilization or disclosure if the information:

- (a) is in the public domain (other than by a party's breach of its duty of confidentiality hereunder) prior to use or disclosure;
- (b) is used or disclosed with the consent of the other parties or as permitted by or necessary to carry out other provisions of this Agreement; and

- (c) The Joint Venture parties recognize and agree that one or more parties may use licensed or proprietary computer programs in the execution of their assigned duties under this Agreement. The responsibility for such use shall remain exclusively with the using party. The ownership of any previously developed proprietary computer programs developed by any Joint Venture party used on this Project shall remain with that party and no other party shall utilize such proprietary programs on other projects without the written consent of the owning party.

ARTICLE XIV

OTHER PROVISIONS

14.1 This agreement constitutes the entire agreement of the Parties and may not be altered, unless the same is agreed upon in writing signed and acknowledged by the parties.

14.2 This agreement is binding upon the heirs, court appointed representatives, assigns, and successors of the Parties.

14.3 This agreement shall be governed by the laws of the state of Illinois.

So agreed and executed this 13th day of April, 2015.



CARLILE ARCHITECTS, LLC

Its: PRINCIPAL



845 DESIGN GROUP, P.C.

Its: PRINCIPAL

SECTION 5
COOK COUNTY SIGNATURE PAGE

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 14 DAY OF August, 2015

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

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

1455-14184

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 290,382.70

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 29 2015