

CONTRACT FOR PROFESSIONAL SERVICES
COOK COUNTY DOCUMENT NO. 1528-14310



PROFESSIONAL ARCHITECTURAL ENGINEERING SERVICES

FOR

JTDC EAST – ELEVATOR MODERNIZATION

Between

OFFICE OF CAPITAL PLANNING & POLICY

AND

exp US Services, Inc.

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

MAR 23 2016

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

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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF COOK, ILLINOIS
AND exp US Services, Inc.**

THIS AGREEMENT ("**Agreement**") is made between the **COUNTY OF COOK, ILLINOIS**, a body politic and corporate of the State of Illinois (the "**COUNTY**," "**County**" or "**Owner**") and exp US Services, Inc. (herein referred to as the "**Consultant**") pursuant to authorization by the Cook County Board of Commissioners on March 23, 2016 as evidenced by the Board authorization letter attached hereto as Appendix A. This Agreement provides for professional services for the following project: ARCHITECTURAL & ENGINEERING SERVICES FOR JUVENILE TEMPORARY DETENTION CENTER EAST – ELEVATOR MODERNIZATION which is defined and described in Appendix B. The County and the Consultant agree as set forth below.

ARTICLE 1

DEFINITIONS; TERM; CONSULTANT'S GENERAL DUTIES AND OBLIGATIONS

1.1 DEFINITIONS

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

- 1.1.1** "**Agreement**" means this Professional Services Agreement between the County and the Consultant for architectural/engineering services as herein stated in connection with the Project, together with the following Appendix and attachments incorporated herein by this reference: Appendix A, Board Authorization; Appendix B, Scope of Services; Appendix C, Key Personnel; Appendix D, Disadvantaged Business Enterprise Commitment Policy and Goals / Utilization Plan; Appendix E, Project Schedule; Appendix F, Fee Proposal; Appendix G, Insurance Certificate; Appendix H, Identification of Subconsultants Form; Appendix I, Certification for Consulting or Auditing Services; Appendix J, Economic Disclosure Statement and Execution Forms.
- 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 an AOR as defined in their agreement with the County.
- 1.1.3** "**Budget**" means the cost of the Project as approved by the County.
- 1.1.4** "**Change Order**" or "**CO**" means a document authorizing an increase/decrease in contract price or an adjustment of contract time period. Change Orders include only previously approved Proposal Requests and/or Construction Change Directives. A single Change Order may include multiple PR's and/or Construction Change Directives.
- 1.1.5** "**Chief Procurement Officer**" or "**CPO**" means the Chief Procurement Officer of Cook County.
- 1.1.6** "**Construction Change Directive**" or "**CCD**" means a document used to obtain cost information from the Contractor for an immediate change and/or modification to the contract documents. Generally a field directed change.
- 1.1.7** "**Construction Documents**" means the drawings and specifications setting forth in detail the requirements for the construction of the Project, and all other Contract Documents issued for construction.
- 1.1.8** "**Construction Management Administrator**" or "**CMA**" or "**Owner's Construction Representative**" or "**OCR**," if applicable to this project, means the entity retained by the County to provide comprehensive oversight of the entire construction process and other responsibilities as defined herein.
- 1.1.9** "**Contract Documents**," with respect to any Contract for Construction, means the Contract for Construction, Conditions of the Contract (including General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the entry into the Contract for Construction, all documents incorporated by reference as part of the Contract for Construction and any changes or

modifications to the Contract for Construction.

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

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

- 1.1.23 **"Project Director"** means a representative designated by the Director of Capital Planning and Policy.
- 1.1.24 **"Project Documents"** is defined in Section 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 **April 1, 2016** and continue until **March 31, 2018** or until this Agreement is terminated in accordance with its terms, whichever occurs first. Consultant will begin the Services on the day the Notice to Proceed is issued to the Consultant by the Office of Capital Planning and Policy.

1.3 GENERAL DESCRIPTION OF DUTIES

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

1.4 SCOPE OF SERVICES

Appendix B sets forth a Project-specific scope of services with additional detail as to the Services. Appendix B is intended to describe additional specifics as to the Services and not to limit the Services in any way. The Services include all services and tasks described in the entire Agreement. Therefore, if a service or task is described in this Professional Services Agreement but not included in 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, and 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 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 H 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 as 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 Weekly Schematic Design Meetings. The Consultant will schedule and conduct weekly schematic design review meetings and other meetings as needed with the County and such of the County's consultants as

appropriate, and will provide minutes of all such meetings to all participants within five days of each meeting. Times, dates and locations of meetings will be subject to approval by the County.

- 2.3.3 **Continuation of Information Gathering.** The Consultant will continue to meet and consult with the County for purposes of developing and obtaining information deemed necessary for preparation of the Schematic Design Documents and to inform the County of the status and progress of such Schematic Design Documents.
- 2.3.4 **Alternative Approaches; 50% Schematic Design.** Unless noted otherwise, the Consultant will provide to the County, a minimum of three (3) alternative conceptual approaches to the design and construction of the Project for the County's review and selection. The Consultant will revise the selected concept as requested by the County where such concept requires refinement to meet the Program needs. Such requests may be made for any purpose including, but not limited to, design considerations, constructability, value engineering and scheduling considerations. The Consultant will provide additional alternative approaches without additional remuneration where the selected concept does not meet the Program needs. The final concept which will include preliminary circulation will comprise the 50% Schematic Design Documents.
- 2.3.5 **100% Schematic Design.** Upon the County's conditional approval of the 50% Schematic Design documents the Consultant will prepare the 100% Schematic Design Documents which will further refine the general arrangements and other components to assure functionality and compliance with the Program needs.
- 2.3.6 **Detailed Cost Estimates.** The Consultant will update its Statement of Probable Cost at the completion of 100% Schematic Design Phase, in accordance with Section 2.1.4.3.
- 2.3.7 **Continuation of Schematic Design Services.** The Consultant's responsibilities under this Schematic Design Phase will continue through the end of the Bidding/Negotiation Phase. Should it become apparent during a later phase, up to and including the Bidding/Negotiation Phase that an error or omission was made by the Consultant during this phase, the Consultant will provide all corrections required to all documents without further remuneration from the County.
- 2.3.8 **Conditional Approval of Schematic Design Phases.** The Consultant will obtain the County's conditional approval for the 50% Schematic Design submittal prior to proceeding to the 100% Schematic Design phase and approval for the 100% Schematic Design submittal prior to proceeding to the Design Development. The Schematic Design Phase is intended to establish the general layout, scales, components and their relationships as enumerated in Section 2.3 and generally established industry practice. The County's review and conditional approval of Schematic Design concepts will not constitute or be construed to be an acceptance or approval of any specific system design.

2.4 DESIGN DEVELOPMENT PHASE

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

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

adjustments authorized by the County in the Program, Schedule or the Budget.

- 2.4.2 **Revisions to Conform to County Approvals.** As part of Basic Services and at no additional charge to the County, the Consultant will prepare such revisions to the Design Development Documents as the County may request if the documents deviate from approvals given by the County. The Consultant will be compensated if the County requests changes that are contrary to previous approvals and substantially increase the scope of the Project. The Consultant will prepare the Design Development Documents so that such are in conformance with the Budget.
- 2.4.3 **Phasing.** The Design Development Documents will specifically address any phasing requirements of the Project, and the design will be directed to minimizing both construction and operating costs.
- 2.4.4 **Continuation of Information Gathering.** The Consultant will continue to meet and consult with the County for purposes of developing and obtaining information deemed necessary for preparation of the Design Development Documents and to inform the County of the status and progress of such Design Development Documents.
- 2.4.5 **Information and Product Sheets.** The Consultant will provide the County, for review and approval, information and product sheets for components and building systems the Consultant proposes to use in the design of the Project. The County reserves the right to request specific products or components where the County wishes to standardize systems or for special use areas such as hospitals, detention facilities, courthouses and other building types.
- 2.4.6 **Choice of Materials.** The Consultant will design the Project with materials and equipment it determines from its knowledge and experience to be in the best economic interest of the Project; provided, however that the County will have the authority to direct the Consultant to utilize specific materials or equipment for the Project design, as long as such equipment or materials conform to the Budget. The County may request changes in texture, finish or materials affecting the appearance, decoration or utility of the Project. If during the course of design or construction, the Consultant becomes aware of conditions which make material, equipment or labor unavailable or which will materially affect the supplies thereof; the Consultant will so advise the County so that appropriate planning may be considered.
- 2.4.7 **Coordination with Information Technology.** The Consultant will coordinate its design for the Project with the County's selections of telephone, data communications, audiovisual, security and computer systems.
- 2.4.8 **Long Lead Items.** The Consultant will identify and prepare a schedule for the procurement of long lead items. In preparing this schedule, the Consultant will coordinate with the County for the method of purchase for timely delivery of such long lead items.
- 2.4.9 **Detailed Cost Estimates.** The Consultant will update the Statement of Probable Cost at the completion of 50% and 100% Design Development documents, in accordance with Section 2.1.4.3.
- 2.4.10 **Conditional Approval of Design Development Documents.** The Consultant will obtain the County's conditional approval for the 50% Design Development Document submittal prior to proceeding to the 100% Design Development Document phase and approval for the 100% Design Development Document Phase prior to proceeding to the Construction Documents Phase.. The County's review and conditional approval of Design Development Documents will not constitute or be construed to be an acceptance or approval of any specific system design where the County is required to rely upon the Consultant's knowledge for such design.

2.5 CONSTRUCTION DOCUMENTS PHASE

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

- 2.5.1 **Construction Documents.** The Construction Documents will include drawings and specifications setting forth in detail the requirements for the construction of the Project, as well as cost estimates updated for the appropriate stage of completion. During the Construction Documents Phase, the Consultant will

periodically, as necessary to keep the County fully advised of the status of the Consultant's work, issue to the County progress drawings and individual specification sections for the Project.

- 2.5.2 **County's Option to Contract Early.** In order to minimize construction problems and change orders, Consultant's standard practice requires the completion of detailed working drawings prior to bidding and entering into firm construction contracts. However, the County may choose to accelerate the completion of the Work so that it is completed in a shorter time period than would normally be required, and therefore, may choose to issue Bid Documents prior to completion of final Contract Documents. The County understands that if construction or furnishings contracts are let prior to the completion of final Contract Documents, there may be increases in costs and change orders caused by the difficulty of coordinating Construction Documents and the inability to make various decisions until after early bids are received and some construction undertaken.
- 2.5.3 **Preparation of Special Conditions.** The Consultant will also prepare for the County's review and approval, special conditions for inclusion in the Contract Documents. If the site will continue to be occupied during the Work, the special conditions will include requirements for the phasing of the Project to accommodate the performance of work while the site continues to be occupied and operated. If this is the case, the occupancy requirements are more fully described in Appendix B.
- 2.5.4 **Continued Information Gathering.** The Consultant will continue to meet and consult with the County for purposes of developing and obtaining information deemed necessary for the preparation of the Construction Documents and to inform the County of the status and progress of such Construction Documents.
- 2.5.5 **Preparation of Bid Documents.** The Consultant will prepare the necessary bidding information, documents, specifications, bidding forms and the conditions of the Contract for the Contract Documents and make any revisions required after review for by the County.
- 2.5.6 **Correction of Construction Documents.** The Consultant will promptly upon notice or discovery make necessary revisions or corrections of errors, omissions, ambiguities or inconsistencies in the Construction Documents, at no additional charge to the County.
- 2.5.7 **Detailed Cost Estimates.** The Consultant will update the Statement of Probable Cost at the 50 % completion of Contract Documents and 100% completion of Contract Documents, in accordance with Section 2.1.5.3.
- 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 print bidding documents for the use of prospective bidders. The Consultant will provide **TWENTY-FIVE (25)** Sets of 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 three (3) copies 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 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) copy of the record bid set to the County on CD or a flash drive in PDF format. *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 schedule and conduct construction progress meetings not less than once per week during the Construction Services Phase to discuss matters of, progress, problems and scheduling of the construction phase of the Project and will provide the County with minutes of all such meetings, 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 construction 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.
- 2.8.3 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.
- 2.8.3.1 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.
- 2.8.3.2 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.
- 2.8.3.3 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.
- 2.8.3.4 Review and Certification of Contractor's Payment Applications.** The Consultant will review the Contractor's applications for progress payments and final payments, all documentation in support of such applications, including but not limited to waivers of lien and affidavits, and all other documents to be submitted by the Contractor as a precondition for payment including but not limited to progress reports and as built drawings. Based on this review, as well as its visits to the construction site and any other information it has, the Consultant will provide a written certificate to the County indicating: (a) whether the Contractor's Work has progressed to the point indicated on the application for payment based on documentation and observation of the quantity and quality of the Contractor's Work as furnished to and made by the Consultant; (b) whether the Contractor's application for payment is supported by all waivers; (c) whether the Contractor has submitted to the County all other documents required by the County as a precondition for payment; and (d) whether the Consultant recommends payment.
- 2.8.3.5 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.

2.8.3.6 *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.

2.8.4 Other Contractor Oversight and Assistance.

2.8.4.1 *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.

2.8.4.2 *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.

2.8.4.3 *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.

2.8.4.4 *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.

2.8.5 Disputes; Non-Conforming Work.

2.8.5.1 *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.

2.8.5.2 *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.

2.8.6 Revisions, Change Orders.

2.8.6.1 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.

2.8.6.2 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.

2.8.6.3 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.

2.8.6.4 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.

2.8.7 Substantial and Final Completion.

2.8.7.1 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.

2.8.7.2 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.

2.8.7.3 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.

- 2.8.7.4 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.
- 2.8.7.5 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.
- 2.8.7.6 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.
- 2.8.7.7 Closeout Reports.** After Final Completion of Work, the CMA will prepare a close-out report in a format approved by the County. The report will contain but not be limited to the following information: Overall project budget, schedule summaries; detailed financial summaries for Contractor and Architect of Record; AOR Errors and Omissions Summary; Warrantees and related items. The CMA will submit two (2) original copies and one (1) 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.

Requests for changes which could individually or cumulatively result in Additional Costs in excess of \$150,000 or extend the scheduled completion date of the Agreement by more than one (1) year from the completion date of this Agreement shall be submitted to the Project Director for approval by the Chief Procurement Officer and the County's Board of Commissioners (the "Board"). The concept of "cumulative" takes into account (i) all prior changes resulting in an extension of the scheduled completion date, as well as the current request for changes and (ii) all prior changes resulting in Additional Costs, as well as the current request. The thresholds for changes requiring Board approval described above in (a) above are currently in the Cook County Procurement Code and if such thresholds shall be amended by action of the Board, such new thresholds shall be deemed to apply to this Agreement from the effective date of such amendment

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

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

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

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

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

4.2 ADDITIONAL RIGHTS OF COUNTY.

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

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

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

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

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

4.2.6 Termination for Convenience. The County may terminate this Agreement, terminate a portion of the Consultant's services under this Agreement, or reduce the scope of the Project, the Consultant's services or both, at any time by notice in writing from the County to the Consultant. If the Agreement is terminated by the County, the Consultant will deliver to the County all finished or unfinished documents, data, studies and reports prepared by or on behalf of the Consultant under this Agreement and these will be and become the property of the County. Payment for the work performed before the effective date of such termination will be based upon

services actually rendered and authorized Reimbursable Expenses actually incurred in accordance with the **Cost Loaded Schedule**. Such payment so made to the Consultant will be full settlement for services rendered under this Agreement and Consultant's sole remedy. If the County terminates a portion of the Consultant's services under this Agreement or reduces the scope of the Project or the Consultant's services, the County and Consultant will negotiate in good faith a reduction in the Consultant's compensation to reflect the value of the services performed and to be performed.

ARTICLE 5

INSURANCE AND INDEMNIFICATION

5 INSURANCE AND INDEMNIFICATION

5.1 INDEMNIFICATION

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

5.2 HARDWARE AND SOFTWARE LICENSING

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

5.3 INSURANCE REQUIREMENTS

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

(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

Consultant 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 the 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

Consultant shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Consultant's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 per claim. 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 Consultant for a minimum of three years following the expiration or early termination of this contract and the Consultant shall annually provide the County with proof of renewal. Subcontractors performing professional services for the Consultant 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 include ISO Additional Insured Endorsements CG 2010 and CG 2037 or equivalents. Consultant's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not

contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(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

Consultant 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. Consultant 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 Consultant commences performance of its part of the work, Consultant shall furnish to the Office of the Chief Procurement Officer Certificates of Insurance maintained by the Consultant. The receipt of any Certificate of Insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the Certificate of Insurance are in compliance with insurance required above.

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

(d) Waiver of Subrogation Endorsements

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

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 Three Hundred Fifty-five thousand seven hundred forty-nine dollars and seventy-six cents (\$355,749.76). Progress payments for Basic Services will not exceed the actual progress of the Project and be submitted monthly pro rata to completion.

6.2 COMPENSATION FOR ADDITIONAL SERVICES:

Compensation for Additional Services as described in Article 3 will be either on the basis of a lump sum fee or an hourly rate of Key Personnel plus Reimbursable Expenses actually incurred. The scope of work of the Additional Services and the method of compensation for such Additional Services will be negotiated in advance of any such Additional Services being rendered. Progress payments for Additional Services will be submitted monthly pro rata to completion in accordance with the Cost Loaded Schedule developed for such Additional Service. The County has established a budget, which will not exceed the sum of zero dollars and zero cents (\$0.00) for Additional Services for this Agreement. No funds from this budgetary category will be expended or authorized without the advance written authorization of the County. Regardless of whether Additional Services are rendered, the County

will have no obligation to pay for Additional Services unless the same have been specifically set forth in a writing prepared by the Consultant and approved in writing by the County.

6.3 COMPENSATION FOR REIMBURSABLE EXPENSES

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

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

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

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

6.5 COMPENSATION FOR EXTENSIONS OF PROJECT DURATION

Except as provided in and subject to Section 4.2.4 regarding Project suspension, if the Project duration is extended beyond the scheduled completion date as defined by the Schedule without fault on the part of the Consultant and where the Consultant has given all required notices of Project delay as set forth in Sections 2.1.11.4 and 2.1.11.5, then the Consultant will be entitled to assert claims for additional compensation provided that, within fourteen (14) days after the Consultant has knowledge of any circumstance which may give rise to an extension of the Project duration, it will submit written notice of its claim to the County, specifying such circumstance. The timely provision of this notice in proper form is a condition precedent to the making of a valid claim. If such notice is not given for any such period of delay, the Consultant waives any claim it may have for additional compensation for such period of delay.

6.6 ERROR AND OMISSION RETAINAGE FUND

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

6.6.1 "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. Consultant shall

not be entitled to invoice the County for any late fees or other penalties.

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

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

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

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

7.3 RECORDS OF EXPENSES

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

7.4 RIGHT TO AUDIT; LIMITATION ON WAIVER OF DISPUTE

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

7.5 COUNTY'S RIGHT TO WITHHOLD

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

ARTICLE 8

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8.1 NON-DISCRIMINATION

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

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

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

8.3 DISADVANTAGED 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 the Ordinance as the County deems appropriate.

- 8.3.2 Required Submittals.** To be considered responsive to the requirements of the Ordinance, the Consultant has submitted the documentation required to be submitted with proposals as described in Sections 8.3.2.1, 8.3.2.2 and 8.3.2.3 below. All such documentation will be reviewed by the Contract Compliance Administrator of the County.
- 8.3.2.1 Affirmative Action Plan.** Each Consultant will submit with its proposal a copy of its current internal affirmative action plan. If a Consultant has no internal affirmative action plan, Consultant will submit a statement stating why Consultant has no such plan. In lieu of an internal affirmative action plan, a Consultant may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Projects.
- 8.3.2.2 Consultant's 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 49 CFR, Part 26, 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 thirty (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 All Remedies Available.** In addition, the County will have the right to pursue all remedies in law or equity, including, but not limited to, actions for damages and rights of set off.
- 10.3.1.9 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.
- 10.3.1.10 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.

10.3.1.11 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
69 West Washington Street, 30th Floor
Chicago, Illinois 60602

TO THE CONSULTANT:

Firm Name: exp US Services, Inc.
Attn: Jeffrey Jakalski
Address: 205 N. Michigan Avenue, Suite 3600
City, State, Zip: Chicago, IL 60601

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-9998-2013-07.

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

Exhibit 1

FEDERAL CLAUSES

A. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any

manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

- I Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- I Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the

Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (A) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- I Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.

The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

I Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference – Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference – U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

A. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

A. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

A. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- I will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards

Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

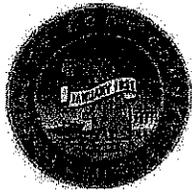
25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's System of Award Management from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

26. **System of Award Management**

Contractor warrants and represents that it has checked the System of Award Management System ("SAM"), and has required its subcontractors to check the SAM, prior to subcontracting any of the services or products purchased under this Contract. Contractor agrees that it will check the SAM, and require its subcontractors to check the SAM, prior to subcontracting any of the services or products purchased under this Contract. Contractor agrees, and shall require its Subcontractors to agree, that any "person" as defined in 49 CFR 29.985 who is excluded pursuant to 49 CFR Part 29 shall not provide any Work, products or services under this Contract. The SAM can be searched at the following web address: <http://www.sam.gov>.

APPENDIX A
BOARD AUTHORIZATION



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Text

File #: 16-2248, **Version:** 1

PROPOSED CONTRACT

Department(s): Department of Capital Planning and Policy

Vendor: exp US Services, Inc., Chicago, Illinois

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

Good(s) or Service(s): Professional Architectural and Engineering Services

Contract Value: \$355,749.76

Contract period: 4/1/2016 - 3/31/2018

Potential Fiscal Year Budget Impact: FY 2016 \$305,749.76, FY 2017 \$50,000.00

Accounts: 1618/1619

Contract Number(s): 1528-14310

Concurrences:

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

The Chief Procurement Officer Concurs.

Summary: This elevator modernization at JTDC is required by the City of Chicago under the Chicago Municipal Code. The elevators and escalators are original to the buildings and are beyond their useful life. High demand frequent maintenance & repair are proving costly to the County, and replacement parts are hard to find. Modernization will address bringing the elevators to current code compliance: ADA, e.g. ADA, Fire Code.

This contract was awarded through a Request for Qualification (RFQ) process in accordance with the Cook County Procurement Code. exp US Services, Inc. was selected based on established evaluation criteria.

APPENDIX B
SCOPE OF SERVICES

SCOPE OF SERVICES

Professional Architectural / Engineering Services for Juvenile
Temporary Detention Center East - Elevator Modernization

Project Understanding

The Cook County Juvenile Temporary Detention Center (JTDC) located at 1100 S. Hamilton Ave., Chicago, IL 60612, is comprised of three main buildings. The JTDC East building that was constructed in 1974, the parking garage constructed in 1993, and the West Courthouse building constructed in 1993. The elevators, escalators, and lifts, are aging and in need of modernization or replacement. The goal of this project is to address deferred maintenance, bring vertical conveyor system in each building up to current fire code (fire alarm initiated recall), and to comply with current ADA requirements.

Based on the RFP No. 1528-14310, the scope of services for this project includes the following work:

JTDC East Building: The work includes the modernization or replacement of eleven hydraulic elevators and two escalators, including new controllers and proper machine room cooling, per the elevator manufacturer's recommendations. Also included are ADA compliance upgrades, fire department alarm initiated recall, and integration of existing CCTV and security system.

JTDC West Courthouse: The work includes the modernization or replacement of five traction elevators, one hydraulic elevator, and the review and assessment of four existing escalators, two wheel chair lifts and two hoist and cranes. Also included are ADA compliance upgrades for the elevators, fire department alarm initiated recall, and integration of existing CCTV and security system.

Public Garage: The work includes the modernization or replacement of three hydraulic elevators, including new controllers and proper machine room cooling, per the elevator manufacturer's recommendations. Also included are ADA compliance upgrades, fire department alarm initiated recall, and integration of existing CCTV and security system.

The scope of construction work may include the removal and replacement of the escalators, hoist-way doors, door equipment, hall fixtures, cabs, hydraulic pump units & tanks, traction machines, governors, cables, and controllers for the elevators. Install new ADA compliant telephones with recorded message and flashing light. The new controllers shall be micro-processor type, with capacity to perform all elevator recall functions per current governing code. The new controller will have battery backup redundancy capable of lowering the elevators to the ground floor and open the doors to prevent entrapment in the event a power loss occurs. New hall fixtures and elevator status panels will be installed in the lobby and next to existing panels for the Fire Department allowing the firemen the capability to recall all the elevators in the building with one key switch operation.

The goal of the proposed elevator modernization is to reduce total energy consumption through installation of more efficient motors, controllers, and light fixtures. To comply with current fire protection code (fire alarm initiated elevator recall) and provide proper ADA access. Both East and West Courthouse Buildings have fire alarm systems with the alarm initiated recall capabilities. This project is to satisfy and obtain compliance with the new city ordinance passed October 7, 2009, Title 18 of the Chicago Municipal Code Chapter 18-30, and all other applicable governing codes.

The JTDC will remain open to the public during normal business hours for the duration of the construction project. The construction work will be phased to minimize impact on the JTDC operations.

Cook County has identified the approximate construction budget for the scope of work identified above at \$4,000,000 to \$5,000,000 including A / E Fees. It was further clarified in Addendum No. 1, that the project budget will be superseded by the cost estimate that is completed after the assessment report.

Work Plan

Exp will perform the professional services identified below for this project:

Exp shall furnish the consulting services on the 20 elevators, 6 escalators, 1 dumbwaiter, 2 wheelchair lifts and 2 hoists located in the East Building, West Courtroom and Public Garage of the Cook County Juvenile Detention Center in Chicago, Illinois, as follows:

Assessment Report Phase

1. Equipment Condition Review

a. Conduct a physical review and inventory of all machine room equipment to determine current condition, life cycle status and remaining useful life of the vertical transportation components/subsystems as follows:

- Hoist machines
- Motor generator sets
- Logic, Motion and Group Controllers
- Floor selectors
- Overspeed governors
- Review machine room cooling and related requirements.

b. Conduct a physical review and inventory of all car and hoistway equipment to determine current condition and remaining useful life of components/subsystems as follows:

- Guide rail systems
- Safety switches
- Landing systems
- Car frame, platform and enclosure
- Deflector sheaves
- Roller guide assemblies
- Counterweight assemblies
- Hoist, governor and compensation ropes
- Door operating equipment
- Pit buffers and sheaves
- Load weighing devices

c. Conduct a complete review of all features required for accommodating the physically challenged as prescribed by Illinois Accessibility Code and ADA.

d. Conduct a complete review of the elevators and surrounding spaces to determine current compliance with applicable portions of the Chicago Building Code.

e. Conduct a complete review of the elevators and related equipment to determine current compliance with Chicago Elevator Code.

2. Assessment Report

a. Prepare a written report documenting survey findings and making recommendations to repair, refurbish, or replace, individual components/subsystems to extend their useful lives. The report shall include:

- Narrative commentary on the condition and remaining useful life of each major component/subsystem and its recommended disposition in a systematic, comprehensive modernization program.
- Recommendations to repair, refurbish, replace or provide new building-related systems and other features which affect the elevators and which should be either separately addressed or integrated into any recommended refurbishment projects. A rough order-of-magnitude cost estimate for the building-related tasks shall be included for general planning purposes.
- General time line for a modernization program if applicable.
- Opinion of probable cost for the elevator equipment portion of a modernization program.

3. Report Review Meeting

a. Attend one meeting with Cook County to discuss survey findings, recommendations for modernization, cost estimate and subsequent phases of the project as necessary.

75% Schematic Documents

1. Develop documents to a 75% complete development level including plans, details, and specifications, further defining the overall scope of the project as identified within the assessment report.
2. Provide an updated cost estimate based on the 75% documents and specifications
3. Attend on review meeting with Cook County to review the 75% documents and independent cost estimate.
4. Record and distribute minutes of the meeting.

95% Construction documents

5. Receive and incorporate 75% document review comments from the County.
6. Develop documents to a 95% complete development level including plans, details, and specifications, further defining the overall scope of the project.
7. Provide an updated cost estimate based on the 95% documents and specifications
8. Attend on review meeting with Cook County to review the 95% documents and independent cost estimate.
9. Record and distribute minutes of the meeting.

100% Construction documents

10. Receive and incorporate 95% document review comments from the County.
11. Finalize Construction Documents to define the scope of the overall project to a level for soliciting competitive bids.
12. Provide an updated cost estimate based on the 100% documents and specifications
13. Attend on review meeting with Cook County to review the 100% documents and independent cost estimate.
14. Record and distribute minutes of the meeting.
15. Permit submittal and coordination with contractor and authority having jurisdiction to obtain building permit.

Bid Phase Services

1. Attend the Mandatory Pre-Bid Conference and record and distribute minutes of the meeting.
2. Provide written responses and clarifications to bidder RFI's and assist the County with addendum preparation and issuance.
3. Provide one electronic set of Bidding Documents on CD, including the Project Manual in Microsoft Word and the Drawings in AutoCAD 2009 or latest version.
4. Assist the county with the review of the bids and issue a bid review letter to the County.

Construction Administration

1. Attend regular construction meetings at intervals appropriate to the progress of the construction, but not more than once weekly; (We have assumed a six month construction duration for the combined phases.)
2. During the above visits, exp will review the construction to become generally familiar with the progress and quality of the construction work ("Work") and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents.
3. Conduct weekly Construction Observation field visits and issue a field report for each site visit during the construction phase.
4. Review and take appropriate action upon receipt of complete and coordinated shop drawings and other required submittals from the Construction Contractor.
5. Review and Certification of the Construction Contractor's Payment applications.

6. Answer written Contractor generated requests for additional information (RFI's) relating to the content of the Drawings and Specifications.
7. Provide up to six (6) visits to the site to view the completed work. This assumes six (6) distinct construction phases. Each visit shall result in the issuance of a punch list identifying items the Contractor must complete and/or correct. The follow up visit shall be to confirm that the punch list items have been remedied by the contractor.

Project Closeout

1. Review contractor submitted O&M manuals and warranties
2. Create record documents based on the contractor's marked up as-built documents.
3. Certify Contractor's final application for payment.

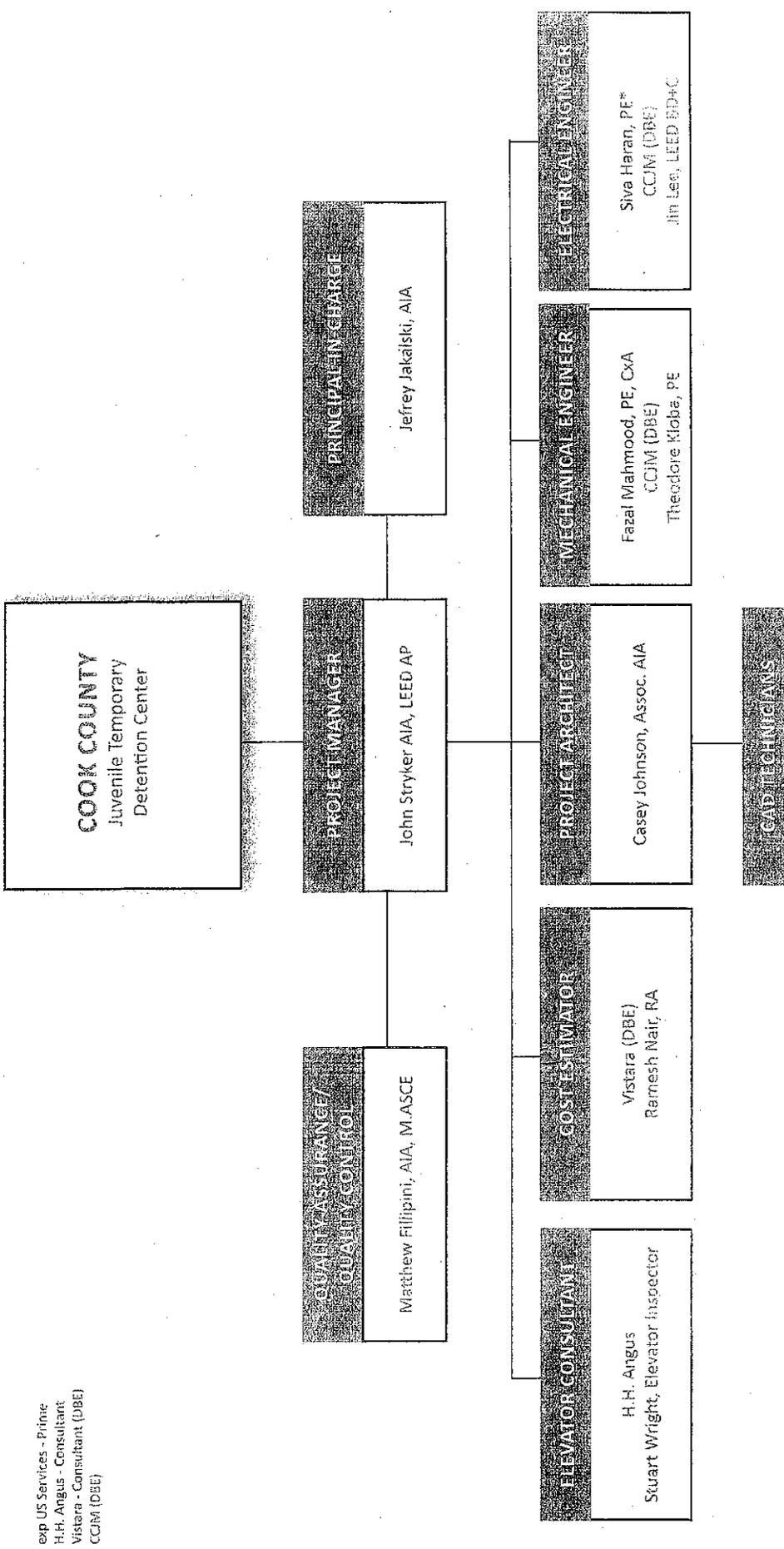
Additional Services

In addition to the above, the following items, which are beyond the scope of basic services identified within our original contract for this project:

8. Provide professional land surveying services and provide a current Plat of Survey to the level of detail required for a City of Chicago Building permit submittal.
9. Value engineering
10. Additional design and engineering consulting that result from unforeseen conditions that are uncovered during the construction phase. An unforeseen conditions allowance is recommended.

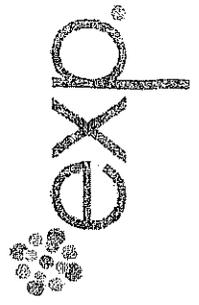
APPENDIX C
KEY PERSONNEL

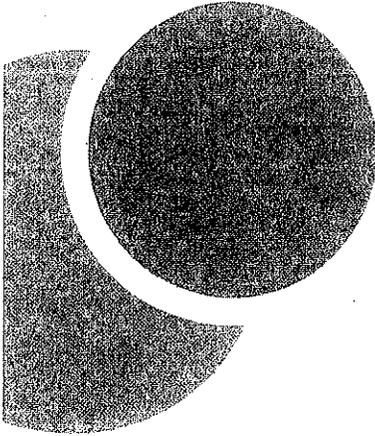
ORGANIZATION CHART



exp US Services - Prime
 H.H. Angus - Consultant
 Vistara - Consultant (DBE)
 CCJM (DBE)

Juvenile Temporary Detention Center
 exp Project #: 999-00037830-PP
 Revision Date: July 22, 2015





Jefrey Jakalski, AIA

Vice President

Building Group Manager

Overview

Mr. Jakalski leads the management and strategic planning of the firm's architectural practice. With over 20 years of experience in the industry, he is known by clients and colleagues for this strong team leadership skills and ability to look to the future. He oversees **exp's** growth and diversification in the academic, federal, civic, industrial, commercial facilities, corporate, aviation and government markets. His experience includes both new construction and the rehabilitation of existing facilities. With dual degrees in architecture and planning, Mr. Jakalski combines knowledge and experience to meet project and client goals and objectives.

Professional Registrations

- Registered Architect: IL, MO, NJ

Education & Training

- Bachelor of Architecture, Ball State University, Muncie, Indiana, 1988
- B.S., Environment Design, Ball State University, Muncie, Indiana, 1988

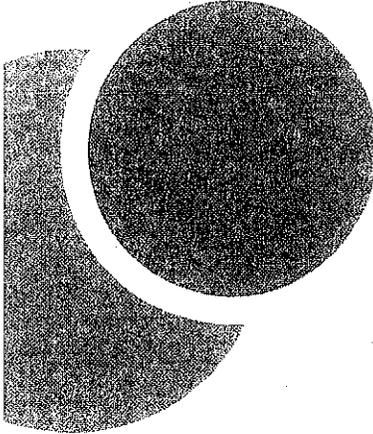
Affiliations & Memberships

- Society for College and University Planning (SCUP)

Project Experience

- USPS Great Lakes Area Task Order Contract, United States Postal Service – Various Locations throughout the Midwest. **exp** has been serving the USPS Great Lakes FSO continuously for the past 30 years through IQC contracts. **exp** has worked in every type of USPS facility, from Investigative phase through construction and closeout phase. Projects typically range in size in any given fiscal year from \$50k to \$5 million.
- Cook County Building Inspections and Renovations – Cook County, IL. Teng was the Architect and Engineer providing inspections of 14 buildings within Cook County, including review of building conditions, including life-safety and code-compliance issues, as well as evaluation of building envelope and stability.
- Modernization of the Margaret Chase Smith Federal Building and United States Courthouse, General Services Administration – Bangor, Maine. Modernization of a 188,000 sf federal building, designed to achieve a LEED Platinum Rating.
- Warren E. Burger Federal Building and U.S. Courthouse Modernization, General Services Administration, St. Paul, MN, USA Modernization of the 485,000 SF, seven-story building. This LEED Silver Certified project was designed under the CM approach and was completed ahead of schedule. It has been published in the AIA's Academy of Architecture for Justice Facilities Journal and received the Divine Detail Award from AIA Chicago.





John Stryker, AIA, LEED AP, BD+C

Project Manager

Overview

Mr. Stryker has over 25 years of experience in the architecture profession. He is an experienced Project Manager and has completed numerous projects from programming/master planning stages, through construction administration. Mr. Stryker is experienced with complex industrial projects, transportation related buildings, educational projects, and has also completed several sustainable design projects in the Chicago area.

Project Experience

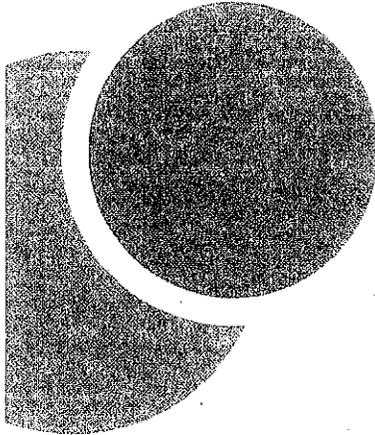
- USPS Great Lakes Area Task Order Contract, United States Postal Service – Various Locations throughout the Midwest. exp has been serving the USPS Great Lakes FSO continuously for the past 30 years through IQC contracts. exp has worked in every type of USPS facility, from Investigative phase through construction and closeout phase. Projects typically range in size in any given fiscal year from \$50k to \$5 million.
- Modernization of the Margaret Chase Smith Federal Building and United States Courthouse, General Services Administration – Bangor, Maine. Modernization of a 188,000 sf federal building, designed to achieve a LEED Platinum Rating.
- Hawthorne Warehouse Infrastructure Renovation, Cook County, Chicago, IL, USA - Renovation of this facility used to warehouse, store, and operate the Clerk of the Circuit Court Records Center, County Clerk Board of Elections Equipment Storage, and the Bureau of Health Medical Supplies Warehouse. Work included inspection and evaluation of the building interior and exterior, preparation of a design study, design services for interior and exterior (facade) renovations and architectural/engineering services during construction.
- Renovations of Historic Building #2 at Naval Station, U.S. Navy, Great Lakes, IL, USA - Interior and exterior renovation of this historic building at the U.S. Naval Station. The project had to follow SHPO requirements for Naval Facilities (NAVFAC). Work included inspection and evaluation of the building, preparation of a design study, design services for renovations and architectural/engineering services during construction.

Professional Registrations

- Licensed Architect: IL

Education & Training

- Master of Architecture, University of Illinois at Chicago, 1991
- B.S., Architecture, University of Texas at Arlington, Texas, 1986



Casey Johnson

Project Architect

Overview

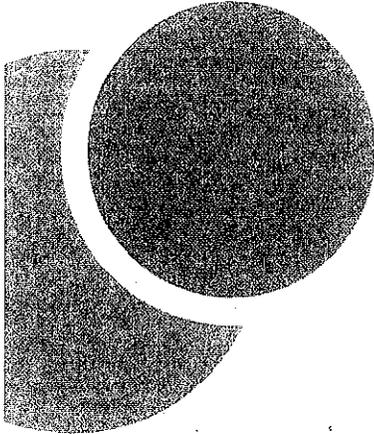
Mr. Johnson's project experience includes the design and construction administration of aviation, education, and government projects involving both the rehabilitation of existing buildings and new construction projects. Mr. Johnson has extensive experience in the use of Building Information Modeling (BIM) and Microstation J and V8.

Project Experience

- USPS Great Lakes Area Task Order Contract, United States Postal Service – Various Locations throughout the Midwest. **exp** has been serving the USPS Great Lakes FSO continuously for the past 30 years through IQC contracts. **exp** has worked in every type of USPS facility, from Investigative phase through construction and closeout phase. Projects typically range in size in any given fiscal year from \$50k to \$5 million.
- Modernization of the Margaret Chase Smith Federal Building and United States Courthouse, General Services Administration – Bangor, Maine. Modernization of a 188,000 sf federal building, designed to achieve a LEED Platinum Rating
- South Air Traffic Control Tower, Chicago Department of Aviation, Chicago, IL, USA - New 207 foot Air Traffic Control Tower with 10,000 sf base building to serve the south airfield expansion at O'Hare International Airport. The project will include many sustainable features including photovoltaic power generation and a 100% green roof. The project is expected to achieve a LEED rating of Gold.
- Main Terminal Ticketing Hall and Mid-Level Renovations, Lambert - St. Louis International Airport, St. Louis, MO, USA - **Exp** provided design enhancements to and renovation of the Lambert St. Louis International Airport. This project included the design of the Main Ticketing Hall and Departure Curb; the Mid-Level North Departures Hall and Passenger Security Screening Checkpoint; and the Mid-Level Baggage Claim and Passenger Arrival Hall.
- M.T. Goeffrey Yeh Student Center, University of Illinois, Champaign, IL, USA - 24,000 SF addition to Newmark Hall at the University of Illinois. The program includes a new lecture auditorium, pre-function hall, classrooms and computer rooms for the School of Engineering.

Education & Training

- B.S., Architecture, Minor in Art and Design, California Polytechnic State University, San Luis Obispo, California, 2006
- Architecture, Art and Design Study Abroad Program, California State University, Florence, Italy, 2003 – 2004



Matthew B. Filippini, AIA, CxA+BE, BECxP

Quality Assurance / Quality Control

Architect

Overview

Mr. Filippini has over 20 years of architectural and structural design experience. Mr. Filippini has served as Project Manager and Quality Control Manager on complex projects in both the public and private sectors.

Project Experience

- Modernization of the Margaret Chase Smith Federal Building and United States Courthouse, General Services Administration, Bangor, ME, USA - Modernization of a 188,000 sf federal building, designed to achieve a LEED Platinum Rating.
- USPS Great Lakes Area Task Order Contract, United States Postal Service – Various Locations throughout the Midwest. **exp** has been serving the USPS Great Lakes FSO continuously for the past 30 years through IQC contracts. **exp** has worked in every type of USPS facility, from Investigative phase through construction and closeout phase. Projects typically range in size in any given fiscal year from \$50k to \$5 million.
- Harold Washington Library Center, Chicago, IL, USA - Roof replacements, fire alarm modernization, cooling tower refurbishment and the installation of a new life safety generator.

Professional Registrations

- Licensed Architect: IL
- Registered Interior Designer: IL
- Registered Energy Professional: City of Chicago
- Professional Engineer Intern: IL
- Commissioning Authority with Building Enclosure endorsement (CxA+BE)
- Building Enclosure Commissioning Process Provider (BECxP)

Education & Training

- Master of Architecture, Illinois Institute of Technology, Chicago, IL, 1991
- Master of Civil Engineering (Structures), Illinois Institute of Technology, Chicago, Illinois, 1994
- B.A., University of Virginia, Charlottesville, Virginia, 1987

Affiliations & Memberships

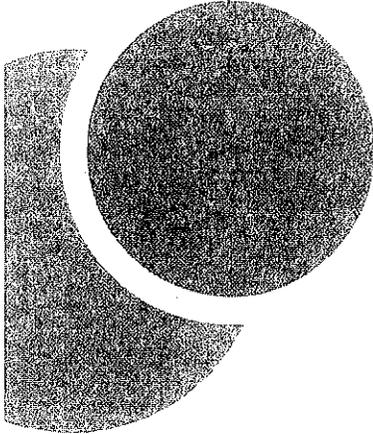
- Member, American Institute of Architects (AIA)
- Member, American Society of Civil Engineers (ASCE)

- Interior and Exterior Renovation of Building 5, Naval Station Great Lakes, Great Lakes, IL, USA

Complete interior tenant renovation including new HVAC and fire protection systems. **Exp** also provided design services for the complete rehabilitation of the exterior architecture so that it was consistent with the historical design features of the original design and **Exp** provided design services for the roof replacement and exterior building materials replacement and cleaning.

- Various Projects for the Great Lakes Training Center, Great Lakes, IL, USA - Naval Hospital Elevator Rehabilitation, Building 26 Rehabilitation, Building 837 Rehabilitation, USABuilding 2 Rehabilitation and NLSC Courtroom, NEXCOM Gas Station and Minimart, Memorial Kiosk, Naval Station, NEXCOM Laundry Facility, Building 3400 Rehabilitation and MEPCOM Relocation, Building 220 Demolition, Naval Station, and Culinary Institute.

exp



Fazal Mahmood, PE, CxA, LEED AP

Mechanical Engineer Manager

Overview

Mr. Mahmood has extensive mechanical engineering experience. His experience includes project management, establishment of the scope of work and contract budget, coordination of all aspects of the project with the client, preparation of studies and reports, preparation of construction drawing and cost estimates, specification writing and shop drawing review and field observation.

Project Experience

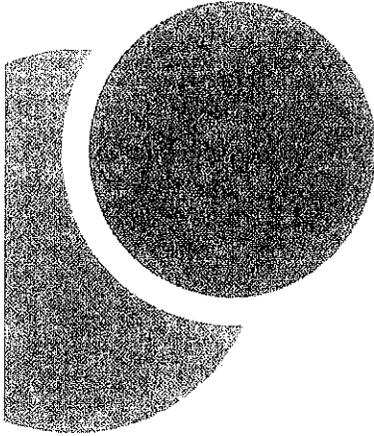
- Modernization of the Minton-Capehart Federal Building, General Services Administration, Indianapolis, IN, USA - Modernization of the 600,000 sf Federal Building. The building achieved LEED gold rating.
- Modernization of the Margaret Chase Smith Federal Building and United States Courthouse, General Services Administration, Bangor, Maine, USA - Modernization of a 188,000 sf federal building, designed to achieve a LEED Platinum Rating.
- Charles Prevedel Federal Building and Page Campus Master Plan, GSA Region 6, St. Louis, MO, USA - Renovation of the Prevedel Federal Center located in Overland, Missouri. The site is comprised of 42.93 acres, with four buildings totaling 1,530,000 SF.
- USPS Great Lakes Area Task Order Contract, United States Postal Service – Various Locations throughout the Midwest. **exp** has been serving the USPS Great Lakes FSO continuously for the past 30 years through IQC contracts. **exp** has worked in every type of USPS facility, from Investigative phase through construction and closeout phase. Projects typically range in size in any given fiscal year from \$50k to \$5 million.
- Modernization of the Margaret Chase Smith Federal Building and United States Courthouse, General Services Administration – Bangor, Maine. Modernization of a 188,000 sf federal building, designed to achieve a LEED Platinum Rating.
- Multiple Task Order for Chicago Department of Aviation, Chicago, IL, USA
- Findley Federal Building and US Courthouse HVAC Modernization, General Services Administration, Springfield, IL, USA - Modernization of the 400,000 sf federal office building.

Professional Registrations

- Professional Engineer: IL, MO
- Certified Commissioning Authority
- LEED Accredited Professional (LEED AP)
- Member ASHRAE

Education & Training

- M.S., Mechanical Engineering, University of Connecticut, Storrs, CT
- B.S., Mechanical Engineering, N.E.D. University of Engineering & Technology, Pakistan
- ACG Certified Commissioning Exam



Siva K. Haran, PE, LC, LEED AP, CxA
Senior Electrical Engineer

Overview

Mr. Haran has extensive experience in electrical engineering, lighting and project management services. His project experience includes lighting and electrical systems design for a variety of facilities. He has worked on projects including office buildings, educational buildings, aviation facilities, libraries, hospitals, public works facilities, hotels and retail centers, residential buildings, warehouses, high rise buildings, vehicle maintenance facilities, exterior sitework, and roadway facilities. Mr. Haran also has experience in providing complete CADD assisted analysis, engineering and design, maintaining budgets, schedules, and project management.

Professional Registrations

- Professional Engineer: CA, FL, IL, IN, MI, MN, MO, OH, WI
- National Council of Examiners for Engineering and Surveying (NCEES)
- LEED Accredited Professional, 2006
- Lighting Certified, 1998
- Registered Energy Professional (Chicago), 2001
- Certified Commissioning Authority, 2011

Education & Training

- M.S., Architectural Engineering, Oklahoma State University, Oklahoma
- B.Arch, Hons, Architecture, Indian Institute of Technology (IIT), Kharagpur, India

Affiliations & Memberships

- Member, Illuminating Engineering Society (IES)
- Member, Institute of Electrical and Electronics Engineers (IEEE)
- Member, Electric Association, Consulting Electrical Engineers

Project Experience

- Jesse Brown VA Hospital Renovations, Department of Veteran Affairs, Chicago, IL, USA - Task Order contract to perform numerous renovations to the existing facilities.
- USPS Great Lakes Area Task Order Contract, United States Postal Service – Various Locations throughout the Midwest. **exp** has been serving the USPS Great Lakes FSO continuously for the past 30 years through IQC contracts. **exp** has worked in every type of USPS facility, from Investigative phase through construction and closeout phase. Projects typically range in size in any given fiscal year from \$50k to \$5 million.
- Charles Prevedel Federal Building and Page Campus Master Plan, GSA Region 6, St. Louis, MO, USA - Renovation of the Prevedel Federal Center located in Overland, Missouri. The site is comprised of 42.93 acres, with four buildings totaling 1,530,000 SF
- Chicago Police Headquarters, Command Center Renovation, Illinois, USA
- CDOA, O'Hare H & R Building, Fire Protection and Fire Alarm Upgrade, Chicago, IL, USA
- O'Hare Terminal 1, CBRA/CBTs Enhancement Project, IL, USA
- City Hall Renovations, IL, USA
- Chicago Tribune Freedom Center, Chicago, IL, USA



Anna Klima-Drakontaidis
Estimator



Ms. Klima-Drakontaidis functions as Cost Estimator in all aspects of Architectural and Construction services. She is responsible for quantity and cost estimating, carrying out field surveys, site evaluation and space planning. Her Architectural background allows her to understand the needs of the design professional while considering budgetary constraints.

Education

Master of Architecture
University of Michigan
Ann Arbor, MI

Bachelor of Arts in
Architectural Studies
University of Illinois at Chicago
Chicago, Illinois

References

Gilbane Building Company
John Eckerle, Project Executive
(773) 695-3588

U.S. General Services Administration
Linda Grabert, Lead Project Manager
(812) 886-9527

E.M. Dirksen Federal Courthouse (GSA), Chicago, IL (2009-2014)
Aided on-site Construction Quality Manager (CQM) in monitoring the daily renovation activities to existing Mechanical, Electrical and Plumbing systems, including the replacement of the Fire Alarm system and the renovation of public toilet rooms for this 31 storied building. Budget \$110 million.

Cost Estimating/ CM Services for Chicago Public Schools:

Wildwood World Magnet School Annex. Construction Cost Estimating Services for the renovation and 37,000 SF Annex of an existing Chicago Public School. Estimated Budget \$10.6 Million.

Coonley School Addition. Cost Consultant, 36,800 SF \$10.7 Million

Sauganash Elementary School. Construction Cost Estimating Services for the Design Phase Documentation for the 28,000 SF Renovations and 42,000 SF Addition of an existing Chicago Public School. Estimated Budget \$13 Million.

Albany Park Middle School. Owners Representative. 105,000 SF. LEED Estimated Budget \$19 million.

U.S. Custom House, Exterior Façade Repairs (GSA), Chicago, IL. Monitored the exterior rehabilitation of limestone, granite and new parapet work on a day-to-day basis. Assisted construction manager in construction progress - putting together monthly reports, meeting minutes, punch-list reviews, etc. Budget \$9 million.

Kennedy King College, Chicago City Colleges and PBC, Chicago, IL. Multiple construction cost estimates for a new 6-building college campus (total 500,000 SF) including off-site parking and site work. Assisted in value engineering exercises that allowed owner to meet target deadlines and budgets. Budget \$150 million.

Lisle Public Library, Lisle, IL. Multiple Schematic and Construction cost estimates for a new 50,000 SF, 2-level building with a basement, including on-site parking and extensive site development. Budget \$11 million.

Sheridan & Devon Apartments (CHA), Chicago, IL. Cost estimating services for the interior renovation of existing units including, mechanical, electrical, and plumbing systems (250,000 SF). \$18 million budget.

Ramesh Nair
Project Executive



Education

Master of Science
(Building Performance/ Diagnostics)
Carnegie Mellon University
Pittsburgh, PA

Bachelor of Architecture
(Architectural Design)
Mangalore University
India

Professional Affiliations

Licensed Architect, Illinois
License No. 001-016375

LEED AP (BD+C)

References

U.S. General Services Administration
Linda Grabert, Lead Project Manager
(312) 886-9527

Gilbane Building Company
John Eckerle, Project Executive
(773) 695-3583

SB Friedman and Associates
Steve Friedman
(312) 424-4260

Mr. Nair functions as a Project Executive in all aspects of Architectural and Construction services for Vistara Construction Services. He is responsible for the Coordination, Quality & Cost Control aspects for large institutional and commercial developments.

Prior to establishing Vistara in 1994, he worked at McClier and Skidmore, Owings and Merrill as an Architect on Bank of America roll-out projects in California and International projects at Ludgate-Phase II, London.

J.C. Kluczynski and E.M. Dirksen Federal Buildings (GSA), Chicago, IL. Construction Manager for a Design-Build project for curtain wall renovation at this National Historic Landmark eligible building. This includes the repair and replacement of the original curtain wall system, replacement of deteriorated building joint seals, and applying Blast Resistant film to all windows. Budget \$24 million.

Terminal 2, Concourse E and F Upgrades, O'Hare International Airport, Chicago, IL (2013) Developed preliminary construction cost estimates and schedules for three distinct concept schemes that incorporate upgrades to existing 2-story plus penthouse building (390,000 SF). Various upgrades included were to the mechanical and electrical and life safety systems. Interfaced with the Chicago Department of Aviation and user airlines to address scheduling/ phasing impacts relative to budget requirements. Budget \$280-\$450 million.

Namaste Charter School, 3737 South Paulina, Chicago, IL. Owner's Representative for the renovation and new addition to the Namaste Charter School. Budget - \$6.5 Million

Stickney Water Reclamation Plant, Cicero, IL. Construction Schedule Preparation and Workshop presentation on a multi-phase renovation at the Stickney Plant. Schedules were prepared in Primavera (P6) following a multi-disciplinary workshop.

Kennedy King College, 6401 South Halsted Street, Chicago, IL. Assisted with Cost Estimating for this project of about 6 building totaling over 500,000 SF of Building Area on a 524,600 SF Site. Vistara is a part of the Construction Management team for this project. Budget \$150 Million.

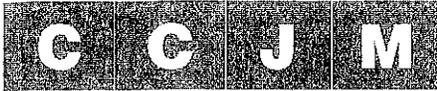
Cost Estimating/CM Services for Chicago Public Schools:

Wildwood Elementary School Annex. Cost Estimating. 38,000 SF Annex, Renovation and extensive site work. Budget \$15 million.

Albany Park Middle School. Owners Representative. 105,000 SF. LEED Estimated Budget \$19 million.

Miles Davis School, Transfer Set Estimate 99,754 SF LEED. Estimated Budget \$24 million. QAQC/Peer-Review

University of Chicago - Math Stat Building. Construction Cost estimates for the renovation of the Math Stat building for Michael Rosen Architect. The project included a gut renovation and structural stabilization of the building while making it code and ADA compliant. Budget - \$6.0 Million



Jin Hyung Lee, LEED BD+C ***Electrical Engineer***

Education and Registrations

Illinois Institute of Technology, Master of Science, Geotechnical Engineering, 2001

Yonsei University, Korea, Bachelor of Science, Geotechnical Engineering (Civil Engineering), 1997

LEED Accredited Professional BD+C
US Green Building Council

Jin Lee has gained valuable experience and knowledge designing electrical systems at CCJM Engineers. He is well versed in both mechanical and electrical, provides quality check of design documents, and coordinates and spearheads the production of ME integration drawings for every project. His background in geotechnical engineering lends for extensive knowledge of site conditions as well.

Jin's telecommunication expertise includes solid knowledge of IT system architecture and electrical engineering for large scale data centers and telecom installations. Directly involved in the design and analysis of data center power distribution systems ranging from facility-level AC to system-level DC power distribution and conversion. Experience with industrial electrical installations and systems including UPS, SCADA, and embedded generation.

Maintains technical expertise in all areas of networks and computer hardware and software interconnection and interfacing, such as routers, multiplexers, firewalls, hubs, bridges, gateways, etc. Proposes solutions to ensure all communications requirements based on future needs and current usage, configuring such solutions to optimize cost savings.

Also,

- Electrical design of data center's power distribution circuits, power supply back-up systems, and electrical equipment.
- Electrical design and layout of high-density power converters.
- Analysis of equipment/power system operational performance, including feasibility studies and reliability and risk analyses.

Selected Projects

Project Engineer, Cook County Fire Alarm and Life Safety Survey

Cook County fire alarm and life safety survey project for various county owned high rise medical buildings. Scope included investigation of existing fire alarm and life safety system to verify code compliance and conducted functional performance test. The system includes fire alarm, emergency generator, elevator recall, two-way communication and emergency lighting system.

Project Manager, Chicago 2FM, Public Safety Headquarters Generator Study

Project Manager and Electrical Engineer for the comprehensive study on the existing Standby Generator and Uninterruptible Power Supply System (UPS). The study included an assessment and report with findings and recommendations.

Project Manager, Chicago 2FM, 14th District Police Dept Building Lobby Lighting Upgrade

Project Manager and Electrical Engineer for improvements to task lighting at the front desk/lobby area of the 14th District Chicago Police Department.



Jin Lee, LEED BD+C
Continued

Chicago State University, Campus Electrical Distribution System Upgrade

Electrical Engineer for the upgrade of the Electrical Distribution System for Chicago State University (CSU). These improvements include replacement and upgrade of the existing Unit Substations, Main Distribution Panels, Motor Control Centers (MCC's) and replacement of aluminum cables associated with electrical distribution equipment. The project also includes the review of medium voltage cables that may pose a reliability risk to the operations due to the age and type of existing cable and the addition of a standby emergency generator for the campus police station located in building H.

University of Chicago, Harper Court

Project Manager for this new, 12-story, mixed-use building, part of the new Harper Court development at the University of Chicago. MEPFP and LEED design for the interior build-out which consists of nine floors, approximately 150,000 square feet of space. This project is certified LEED Platinum.

Electrical Engineer, UNO Soccer Academy Charter School, Chicago, IL
LEED Third-Party Fundamental Commissioning services throughout pre-construction, construction, acceptance and post-acceptance for this 63,000 sq. ft., 3-story new construction elementary school, LEED BD+C Schools v3-2009 Silver Certified. Multi-zone high-efficiency RTUs, VAV terminals with HW reheat, condensing boilers.

Electrical Engineer, Chicago Housing Authority, Kenmore Senior High Rise Commissioning

LEED commissioning for new construction of 90,000 sq. ft. 8-story high rise building on Chicago's Northside, certified LEED Platinum.

University of Illinois at Chicago, South Campus Redevelopment

Electrical engineer for the campus power distribution design for UIC's South Campus Redevelopment Project. The scope included a full short circuit and coordination study of the campus distribution system. Design of a new primary 15KV double-ended, 1200 amp utility load center which will serve 4 retail buildings, a 4-floor garage structure and 2 university buildings. Project also included replacement of old aluminum wiring and obsolete panelboards.

Project Electrical Engineer, Digital Realty Trust, Data Center Hub

Various upgrade projects at 1.1 million square foot, multi-tenant data center hub, including domestic water study, security station renovation, tenant improvement and full floor electrical upgrade.

Project Manager, Reuters Tenant Build-Out, 311 S Wacker, Chicago

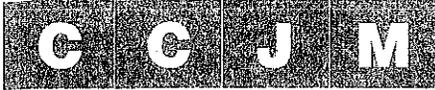
Project Manager and Electrical Engineer for 10 and 12th floor office build-out including full MEP/FP engineering services.

Project Manager, Public Building Commission of Chicago / Police District 23 Parking Garage, Chicago

Project Manager and Electrical Engineer for MEP/FP engineering design services for a new 139,200 sq. ft., 4-level parking garage adjacent to the new Police District #23 Police Station at Halsted and Addison Streets.

Electrical Engineer, City of Elmhurst Police Department

Design and engineering services for the installation of a 500 KW Emergency Diesel Generator in the parking garage entrance of the Elmhurst Police Department.



Jorge Carvajal, CxA **Mechanical Engineer**

Jorge Carvajal is responsible for designing and engineering the mechanical systems for HVAC, plumbing and fire protection for various building construction and retrofit projects serving government, schools, office buildings, senior housing and health care facilities.

Education and Registrations

Master of Science in Mechanical Engineering,
University of Illinois – Chicago

Bachelor of Science in Mechanical Engineering
Army Polytechnic School, Quito Ecuador

Certified Commissioning Authority (CxA)

He designs HVAC systems by sizing and selecting equipment such as chillers, boilers, air handling units, fans, VRF systems, heaters and pumps, design of low and medium pressure ductwork for HVAC processes and design and layout of heating and chilled water piping systems.

He is proficient in the latest engineering calculation and graphic software for HVAC, including AutoCAD 2014, Trane Trace 700, Carrier HAP, Greenheck CAPS and Mitsubishi Diamond System Builder. He performs calculations, takes projects from schematic design to construction drawings and prepares project specifications and cost estimates.

Selected Projects

Mechanical Engineer, Cook County Criminal Court Administration Building, Elevator Modernization Project

Mechanical engineering support for field survey, assessment and engineering design for Elevator Modernization Project. CCJM provided engineering for additional cooling capacity. A ductless layout was designed to provide adequate air distribution. New HVAC design also required equipment on roof and structural calculations/evaluation/design for permit documents.

Mechanical Engineer, Cook County Provident Hospital, Chicago IL Cooling Tower Replacement

This project is part of a major mechanical and electrical upgrade for the main hospital and parking garage facilities. Jorge provided calculation, design and selection of a new 2,000 Tons cooling tower and associated condenser water pumps for integration with the new variable speed chillers to increase the cooling capacity in the hospital building.

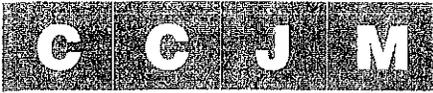
Mechanical Engineer, North Park Village Senior Wellness Center, Chicago IL

MEP services for conversion of abandoned health center to a multipurpose assembly for senior citizens. MEP work included complete re-distribution of electrical power system, extensive modification of existing plumbing and fire protection systems and new ground source water heat pump system with variable refrigerant flow fan coil units. Jorge provided load calculations, building and outdoor field design.

Mechanical Engineer, CEDA-Lakeview Tower Apartments, Chicago IL Boiler Replacement

MEP services to replace existing 30,000 MBH steam system with a new hydronic system as part of CEDA Weatherization Program. Conversion required the replacement of existing steam boilers and installation of new hybrid condensing/non-condensing hot water system to improve energy efficiency. Jorge provided mechanical and plumbing design and energy/pay-back analysis for new mechanical system.

Mechanical Engineer, Ministry of Urban Developing and Housing,



Jorge Carvajal
Continued

Renovation of "Flopec" Office Building, Quito, Ecuador

This renovation was intended to bring the existing 14-story office space and 4-story underground parking garage up to International Code requirements for ventilation and air conditioning. Jorge provided engineering calculations, designed and specified a VRF system for the office space, a dedicated exhaust system to remove CO and NOx emissions from the underground garage and a staircase pressurization system to comply with local fire department regulations.

Mechanical Engineer, Central University of Ecuador, College of Urban Planning and Architecture, Quito, Ecuador

Perform calculations, design and size ventilation and exhaust systems to remove CO and NOx emissions for the new 48,412 gsf underground parking garage.

Mechanical Engineer, Chicago Public Schools, Gwendolyn Brooks College Preparatory

This project is an addition of new approx. 50,000 gsf Performing Arts Wing, new approx. 50,000 gsf Physical Education Wing and 6,500 gsf renovation and remodeling of interior space within the existing building. Jorge provided initial design and load calculations for athletic wing, existing building mechanical system design and modifications, ASHRAE 62.1 / LEED prerequisite calculations, water and air system pressure loss calculations for pump and fan sizing.

Mechanical Engineer, University of Illinois at Chicago, Centennial Room Renovation

Remodeling project to convert several rooms into a single kitchen/dining area with new kitchen equipment and serving stations. Modifications included upgrades to existing BAS and air system controls to provide demand controlled ventilation and modifications to existing lighting, power and plumbing utilities required to accommodate new layout.

Mechanical Engineer, University of Chicago, Regenstein Library, Airflow Investigation

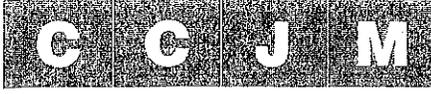
Review building HVAC design drawings, existing Test and Balance reports and field verify the air zones associated with each VAV box to establish the air flow quantity required for each zone taking consideration of the function of the space, environment and existing installation. Report on air flow performance.

Mechanical Engineer, Chicago Public Schools, Lee Pasteur Elementary

New construction of 105,000 sq. ft. elementary school, Jorge provided mechanical load calculations, ASHRAE 62.1 / LEED prerequisite calculation and system sizing modifications for compliance, sized perimeter heating and exhaust systems, water and air system pressure loss calculations for pump and fan sizing.

Construction Compliance Coordinator, University of Illinois at Chicago, Several Projects

- Provide on-site MEP inspections of ongoing construction for compliance with project documents, UIC Building Standards and applicable codes.
- Commissioning of HVAC, plumbing, fire protection and electrical disciplines of ongoing construction for compliance with project documents and University Building Standards.
- Assist in the analysis of sequence of operations and trend logs to troubleshoot HVAC equipment failure.
- Assist in test and balance procedures of air handling units, heat exchangers and fan coil units.



Theodore M. Kloba, PE

Project Manager, Electrical

Education and Registrations

Bachelor of Science, Electrical
Engineering, University of Illinois at
Urbana-Champaign, 1990

Registered Professional Engineer,
State of Illinois

Professional Affiliations

Institute of Electrical and Electronics
Engineers (IEEE)

IEEE Industry Applications Society,
IEEE P3004.8 Motor Protection
Working Group

Ted Kloba is an experienced senior electrical consulting engineer with management and mentoring experience, serving clients in the industrial, municipal, commercial, mission-critical, scientific and educational sectors. His experience includes design and analysis of power (low voltage through 15 kV), lighting, control, life-safety, telecommunications and instrumentation systems, energy analysis, computer aided design, specification writing, construction cost estimating, project management, proposal writing, custom computer application development and information systems management.

Selected Project Experience

Pontiac Correctional Center:

As part of a project to improve fire safety in maximum security cell block buildings, Mr. Kloba led the electrical design for fire alarm system improvements, fire protection system including fire pump, and smoke evacuation system. The campus medium-voltage power network was extended to the project location to support new loads, and the emergency power system was improved.

Chicago Transit Authority (CTA) West Shops Electrical Panel Replacement, Chicago, IL

As part of the Consolidated Facilities Task Order, Mr. Kloba led the electrical team to survey, assess and consolidate the electrical distribution system at the West Shops and Maypole Maintenance Shop. This included new main distribution feeders, to transformers and distribution panelboards. Review of available record drawings and field surveys were completed to develop current electrical single line diagrams. He reviewed this information to determine total electrical loads and how to best re-distribute them. He also engineered the consolidation of electrical power distribution equipment and determined optimal and safe locations.

CTA Roof Replacements at Harlem and Des Plaines Rail Shops, West Shops Electrical Panel Replacement, Chicago, IL

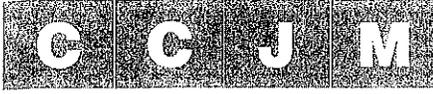
As part of the Consolidated Facilities Task Order, Mr. Kloba was the lead electrical engineer to create 100% design documents for electrical improvements related to the roof replacements at the Harlem Shop, Harlem Transportation and Des Plaines Rail Shops. The project also included lighting improvements for the canopy at the Harlem Transportation Building.

CTA Fisk Generating Station Site Assessment, Chicago, IL

Mr. Kloba led the electrical engineering effort of this study to assess feasibility of repurposing the site of a shuttered coal-fired electric generating station as a multipurpose transit facility with bus storage, service, repair, training and administration areas, with public riverfront features.

CTA West Heavy Maintenance Shops, Beverly Maintenance Shops and Illinois Street Garage Fueling System Improvements, Chicago, IL

Mr. Kloba led the electrical design for power and instrumentation. The project included renovations to the fuel storage and dispensing systems at the each facility.



Theodore M. Kloba, PE
Continued

McDonough County Transit Facility, Macomb, IL

Mr. Kloba led the electrical design for this new vehicle maintenance and administrative center. The facility, which reused portions of an abandoned industrial complex near downtown Macomb, provides one common location for vehicle maintenance, storage, route dispatch, and administrative areas.

**Standby Power Facility, Du Page County Government Campus
Wheaton, IL**

Led electrical engineering and design efforts related to a new 7,500-kilowatt 4kV diesel-fueled standby power generating station serving numerous county departments, including administrative, judicial, health and highway. A rehabilitation of the county's existing 12kV electrical feeder network was also undertaken to improve distribution reliability.

**United States Enrichment Corporation, Dry Air and Nitrogen Plant
Portsmouth, OH**

Project Electrical Engineer on this design-construct effort to replace the existing compressor building with four 800-horsepower compressors and associated equipment in a new engineered building. The electrical system included medium-voltage unit substations and motor control centers. The entire facility was designed and constructed in approximately six months

Trading Technologies, Chicago and Rosemont, IL

Office renovations, data center improvements, conference, training and presentation center at Chicago facility. New disaster recovery facility and data center at Rosemont facility, including UPS and standby generator. Project management, direction of electrical design efforts.

UNO-VEN Refinery, Chicago, IL

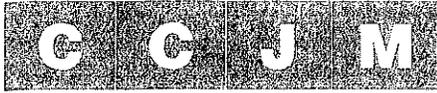
Several safety and process improvements, including replacement of unit substation and, process sewer lift stations. Responsible for all electrical design efforts including power, lighting and process instrumentation.

Akzo Chemical, McCook and Morris, IL

Safety and process improvements in detergents and surfactants manufacturing facilities, including quality-control laboratory. Member of electrical design team responsible for power and process instrumentation.

**Jardine Water Purification Plant (JWPP), City of Chicago, Department
of Water Management, Laboratory Improvements Project
Re-Evaluation Study**

The City of Chicago, Department of Water Management (DWM) engaged AECOM to re-evaluate the laboratory sample testing requirements at the JWPP. The study consisted of two main tasks. Task 1 included an assessment of the existing laboratory facilities and support systems. As a sub-consultant to AECOM, CCJM provided facility observation of the existing utility systems. As a part of this task, Ted identified deficiencies in the electrical systems. Task 2 compared the advantages and associated costs of the lab renovation schemes with the development of a new, stand-alone facility on the JWPP project site. Ted provided schematic level utility designs that demonstrated how improvements could be incorporated into the existing facility and designed new systems for the stand-alone facility.



C.C. Johnson & Malhotra, P.C.
Engineering Infrastructure Solutions

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

Principal-In-Charge

Education and Registrations

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

LEED™ Accredited

Registered Communications Distribution Designer (RCDD)

Certified Commissioning Authority

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

Professional Affiliations

U.S. Green Building Council

Design Build Institute of America (DBIA)

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

International Mercantile Marine, Inc. (IMM)

Association of Facilities Engineers (AFE)

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

Association of Energy Engineers

Co-generation and Competitive Power Institute of America

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

Mr. Ahuja is President of CCJM, a multi-disciplinary engineering firm providing Smart City and Smart Building designs, major water and wastewater system engineering, and bridge and highway design and rehabilitation.

His energy related experience dates back most of his 30 year career. He has practical experience in Building Systems Design, Design Management, Construction Management, Commissioning and Operations and Maintenance. He is a registered professional engineer in several states, with project experience including commercial, institutional, educational, residential, industrial and airports. A Registered Communications Distribution Designer, he also has considerable expertise in IT and communications design.

Prior to joining CCJM, Anil served as Vice President/General Manager of the Integrated Building Services Group with a focus on the 2020 Energy Vision Program at Exelon Corporation (the largest utility in the United States), ComEd's parent company. Other past experience includes Chief Engineer of Building Systems at The Austin Company, an international design/build company and Chief Engineer on board merchant ships.

Anil has been active in the sustainability field for many years. He joined the Board of Directors of USGBC-IL in 2015. Additionally, Anil is a Board Member of the Chicagoland Chamber of Commerce and currently serves as Chair for the Environmental and Sustainability Committee. As chair of IMSA's Energy Center, Anil is co-developing innovation prototypes that transform teaching and learning in science, technology, engineering and mathematics (STEM).

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

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

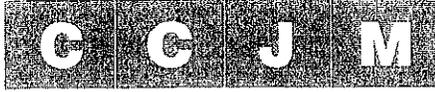
Selected Project Experience

City of Chicago, Department of Fleet and Facility Management Task Order Services Projects

- Vehicle Maintenance Facility Fire Protection System Replacement
- 14th District Chicago Police Dept, Lobby Lighting Upgrade
- Public Safety Headquarters Generator Study
- Garfield Center Controls Design

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

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



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

Principal-In-Charge, Public Building Commission of Chicago / Chicago Public Library, Branch Libraries Prototype Design

Anil was Principal in Charge for 4 Chicago Public Libraries. The scope included electrical power distribution system, lighting control, fire alarm system, IT infrastructure and low voltage controls.

- **Greater Grand Crossing Public Library** - New construction, 8,900 sq. ft. full service library, certified LEED Gold.
- **Edgewater Branch Public Library** - New 16,250 sq. ft. two-story full service replacement branch library, designed for LEED Silver.
- **West Humboldt Branch Public Library** - New 14,100 sq. ft., one-story full service branch library, certified LEED Gold.
- **Chinatown Branch Library** - New, approximately 16,000 sq. ft. full service branch library, designed for LEED Gold

Principal-In-Charge, Digital Realty Trust, Data Center Hub

Various upgrade projects at 1.1 million square foot, multi-tenant data center hub, including domestic water study, security station renovation, tenant improvement and full floor electrical upgrade.

Principal-In-Charge, Comer Youth Center for the South Shore Drill Team, Chicago, IL

The new 3-story, 70,000 sq. ft. building consists of Data Center, Audio/Video Media Center, Radio Station, High End Security System, Gymnasium/Auditorium, Intensive High School, Adult Education and Tutoring, Healthcare Academy, Hospitality Academy, Cafeteria, Head Start/Daycare Center, Arts and Craft Center, Music Center and Building Support Area. Data Center includes server racks, cable tray wire management system, network tie for voice over IP, tie to radio station for broadcast and wireless communication throughout the facility. This project scope also included energy modeling and LEED commissioning.

Principal-In-Charge, Gwendolyn Brooks College Preparatory School

Addition of new 50,000 sq. ft. Performing Arts Wing, new 50,000 sq. ft. Physical Education Wing and 6,500 sq. ft. renovation and remodeling of interior space within the existing building. Conversion of existing library space into classrooms and faculty lunch room into student lunch/common area.

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

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

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

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

Stickney Water Reclamation Plant, Short Circuit & Coordination Study

Surveyed 75mw capacity distribution system for a short circuit and coordination study. System included 13.2kV, 4kV and 480V systems. Each switch and panel was tested to compare the short circuit current with the equipment rating.



H.H. Angus & Associates Incorporated Consulting Engineers

STUART R. WRIGHT

Stuart Wright is a partner in H.H. Angus & Associates and is responsible for the Dallas and Chicago offices. Mr. Wright holds a degree in Mechanical Engineering and is also a member of the National Association of Elevator Safety Authorities and a member of the National Association of Vertical Transportation Professionals. He also holds a QEI license (Qualified Elevator Inspector). Mr. Wright worked for Otis Elevator for ten years including 2 years as an elevator installer, 5 years as an Otis engineer in their factory and 3 years as an Otis contract engineer providing assistance to sales and marketing departments. Mr. Wright has worked for H.H. Angus for 22 years in all aspects of the vertical transportation business including new construction, modernization of existing buildings, due diligence reports, maintenance audits and capital reserve studies. Mr. Wright has worked in all aspects of new construction including traffic analysis, engineering design, bid documents, bid review and award and contract administration. Mr. Wright has been exclusively dedicated to vertical transportation design and has extensive knowledge of all the different elevator and material handling systems and their ability to operate in different environments including hospitals, offices, hotels, parking garages, apartments, airports, sports facilities, etc. He has a thorough knowledge of all relevant codes including elevator safety code, building code, electrical code, life safety code, accessibility code, etc to ensure that the vertical transportation system including all related work is properly designed for. Having worked for an elevator contractor, Mr. Wright is able to deal with the Construction Manager in establishing reasonable and achievable schedules for all facets of the elevator work.

Mr. Wright will be H.H. Angus' principal in charge and will have overall responsibility for the entire project. He will perform approximately 75% of the work himself.

Relevant work experience includes the following projects.

1. Metropolitan Corrections Center Chicago Modernization of 5 elevators
2. Everett Dirksen Building Renovation of Prisoners and Judges Elevators
3. Presidential Towers Chicago Modernization of 16 elevators
4. Northwestern University Evanston Due diligence report on 68 elevators, 2 escalators, 3 dumbwaiters and 4 wheelchairs with subsequent modernization of 33 elevators and 2 wheelchair lifts.
5. Evanston Hospital Evanston Due diligence of 25 elevators, 2 escalators and 2 dumbwaiters and subsequent modernization.

APPENDIX D

DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT POLICY AND GOALS/UTILIZATION PLANS



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

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

March 2, 2016

TONI PRECKWINKLE

PRESIDENT

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SEAN M. MORRISON
17th District

Ms. Shannon E. Andrews
Chief Procurement Officer
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1528-14310
Professional Architecture/Engineering Services for Juvenile Temporary Detention Center
East Elevator Modernization
Capital Planning and Policy

Dear Ms. Andrews:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Bidder: exp US Services, Inc.
Contract Value: \$355,749.76
Contract Goal: 35% DBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
Vistara Construction Services, Inc.	DBE	CTA	11% (Direct)
C.C. Johnson & Malhorta, P.C.	DBE	IDOT	24% (Direct)
Total			35% (Direct)

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Revised DBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ate

cc: Ed Rendon, OCPO
Michael Gum, CPP
Kevin Taylor, CPP

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 businesses certified as Disadvantaged Business Enterprise (DBE) as both prime and sub-contractors pursuant to the requirements of the federal regulations, 49 CFR part 26.
- B. **The County has set a contract-specific goal, based on the availability of DBEs that are certified to provide commodities or services specified in this solicitation document. The DBE participation goals for this Agreement is 35%. 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 DBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for DBE 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 DBE participation goals may be achieved by the proposed Bidder or Proposer's status as an DBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more DBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more DBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more DBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more DBE 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 DBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. Intentionally Left Blank
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit shall control.
- F. A Consultant's failure to carry out its commitment regarding DBE 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 DBE 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 DBE firms; and (2) current

Letters of Certification as an DBE. 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 DBE 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. DBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the DBE 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 DBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified DBE firms, they shall be identified as a DBE 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 DBE Compliance Forms, executed by each DBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each DBE 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 DBE 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 DBE will provide goods or services directly related to the scope of the Contract. The box for indirect participation shall be marked if the proposed DBE 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 DBE 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 DBE status:

- Illinois Department of Transportation
- City of Chicago
- Chicago Transit Authority
- Metra
- Pace

These five state agencies established the Illinois Unified Certification Program (IL UCP).

The Contract Compliance Director may reject the certification of any DBE on the ground that it does not meet the requirements of the federal regulations, 49 CFR Part 26 or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves DBE 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 DBE 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 DBE 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 DBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize DBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the federal regulation 49 CFR Part 6, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of DBE Participation Goals" – Form 3 of the DBE 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 DBE 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 DBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential DBE 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 DBE 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 DBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a DBE Contract, reducing the scope of the work to be performed by a DBE, or decreasing the price to a DBE, 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 DBE but is later found not to be, or work is found not to be creditable toward the DBE 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 DBE as its replacement. Failure to obtain a DBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported DBE 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 a DBE.

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 federal regulations 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 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. DBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with DBE 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

DBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all DBE firms included in this Plan are certified DBEs by at least one of the entities listed in the General Conditions -- Section 19.

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

- Bidder/Proposer is a certified DBE 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 DBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the DBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available online at www.cookcountyl.gov/contractcompliance)
- Bidder/Proposer is not a certified DBE firm, nor a Joint Venture with DBE partners, but will utilize DBE firms either directly or indirectly in the performance of this Contract. (If so, complete Sections II below and the Letter(s) of Intent - Form 2).

II. Direct Participation of DBE Firms Indirect Participation of DBE 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.

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

DBE Firm: Vistara Construction Services, Inc.
Address: 728 West Jackson, Suite 526, Chicago, IL 60661
E-mail: ramesh@vistara.com
Contact Person: Ramesh Nair Phone: 312-986-8660
Dollar Amount Participation: \$ 39,132.47
Percent Amount of Participation: 11.0 %
*Letter of Intent attached? Yes No
*Current Letter of Certification attached? Yes No

DBE Firm: C.C. Johnson & Malhorta, P.C. (CCJM)
Address: 2 North Riverside Plaza, Suite 1050, Chicago, IL 60606
E-mail: AAhuja@ccjm.com
Contact Person: Anil Ahuja Phone: 312-669-0609
Dollar Amount Participation: \$ 85,379.94
Percent Amount of Participation: 24.0 %
*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.

DBE LETTER OF INTENT - FORM 2

DBE Firm: Vistara Construction Services, Inc.

Certifying Agency: CTA

Contact Person: Ramesh Nair

Certification Expiration Date: 08/20/2016

Address: 728 W. Jackson, Suite 526

Ethnicity: Asian American

City/State: Chicago, IL Zip: 60661

Bid/Proposal/Contract #: RFP #1528-14310

Phone: (312) 986-8660 Fax: _____

FEIN #: 36-3993183

Email: ramesh@vistara.com

Participation: Direct Indirect

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

Cost Estimating Services

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

\$39,132.47, Representing 11 % of the total Contract. Hourly not to exceed.

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 DBE 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]
Signature (DBE)

Ramesh Nair, VP

Print Name

Vistara Construction Services, Inc.

Firm Name

3/3/2016

Date

[Signature]
Signature (Prima Bidder/Proposer)

BYRON T. DANLEY

Print Name

Exp US Services

Firm Name

3/3/2016

Date

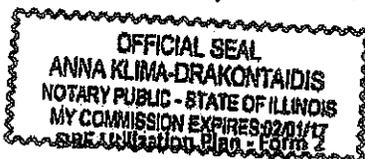
Subscribed and sworn before me

this 2nd day of March, 2016

Notary Public

[Signature]

SEAL

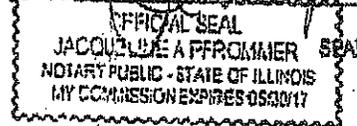


Subscribed and sworn before me

this 3rd day of March, 2016

Notary Public

[Signature]



DBE LETTER OF INTENT - FORM 2

DBE Firm: C.C. Johnson & Malhotra, P.C.

Certifying Agency: IDOT

Contact Person: Anil Ahuja, PE

Certification Expiration Date: 12/31/2015

Address: 2 North Riverside Plaza, suite 1050

Ethnicity: Asian-Indian

City/State: Chicago, IL Zip: 60606

Bid/Proposal/Contract #: AFP #1528-14910

Phone: (312) 669-0809 Fax: (312) 669-0525

FEIN #: 52-1150780

Email: AAhuja@ccjm.com

Participation: Direct Indirect

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

Mechanical and Electrical Engineering Services

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

\$85,379.94, Representing 24% of the total Contract. Hourly not to exceed.

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 DBE 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.

Anil Ahuja
Signature (DBE)

Byron T. Danley
Signature (Prime Bidder/Proposer)

Anil Ahuja
Print Name

BYRON T. DANLEY
Print Name

C.C. Johnson & Malhotra, P.C.
Firm Name

Exp US Services
Firm Name

3/3/2016
Date

3/3/2016
Date

Subscribed and sworn before me

Subscribed and sworn before me

this 3rd day of March, 2016

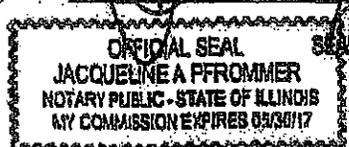
this 3rd day of March, 2016

Notary Public: Shirley R Barnes

Notary Public: Jacqueline A Frommer



SEAL





Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

July 21, 2014

CERTIFIED-RETURN RECEIPT REQUESTED

S. Kumar Malhotra
C. C. Johnson & Malhotra, P.C.
9891 Broken Land Pkwy., Ste. 203
Columbia, MD 21046

Dear S. Kumar Malhotra:

The Illinois Department of Transportation (IDOT), your host agency, is pleased to notify you that your firm has met the requirements for Disadvantaged Business Enterprise (DBE) program certification in accordance with the governing federal regulations, 49 CFR part 26.

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

Your certification is approved commencing on June 17, 2014. To remain certified with the IL UCP you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affects your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

LOCATION DRAINAGE
REHABILITATION
RECONSTRUCTION/MAJOR REHABILITATION
NEW CONSTRUCTION/MAJOR RECONSTRUCTION
ROADS AND STREETS
WATERWAYS: TYPICAL
WATERWAYS: COMPLEX
AIRPORTS
RESEARCH

MECHANICAL ENGINEERING
ELECTRICAL ENGINEERING

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at <http://www.dot.state.il.us/ucp/ucp.html>

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

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category(ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- Firms seeking work with IDOT as a prime or subconsultant in specialized engineering categories must be prequalified by IDOT's Bureau of Design and Environment.
- Firms seeking work with IDOT as a prime construction contractor must be prequalified by IDOT's Bureau of Construction.

Please direct all inquiries and any questions to this agency at (217) 782-5490.

Sincerely,



Debra A. Clark, Manager
Certification Section
Bureau of Small Business Enterprises

Enclosure



Illinois Department of Transportation

C. C. Johnson & Mahotra, P.C.

is hereby certified as a
Disadvantaged Business Enterprise

This certificate is valid under current firm ownership
and operational control only and supersedes any
authorization or listing previously issued.

Ann L. Schneider
Secretary

Illinois Department of Transportation

Eugene C. Oliver
Bureau Chief
Bureau of Small Business Enterprises

Effective the 17th day of June 2014



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

July 10, 2015

Ms. Bina Nair
Vistara Construction Services, Inc.
728 West Jackson Boulevard 526
Chicago, IL 60661-5480

Dear Ms. Nair:

The Chicago Transit Authority has reviewed your *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next *No Change Affidavit* is due **August 20, 2016**. Notification will be sent to you sixty (60) days prior to this date.

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

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

Your firm's name will appear in the IL UCP Directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The directory can be accessed at www.ctavendor.com. Your firm's name will appear in the IL UCP Directory under the following:

NAICS Code:
236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION

Specialty:
236220: Construction Management; Addition, Alteration and Renovation General Contractors, Commercial and Institutional Building

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty. Please direct all inquiries and questions to this agency at (312) 681-2601.

Sincerely,

A handwritten signature in cursive script that reads "Mary Person".

Mary Person
Senior Manager, Diversity Programs



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUL 16 2013

Bina Nair
Vistara Construction Services, Inc.
728 West Jackson Boulevard, Suite 526
Chicago, IL 60661-5480

Dear Ms. Nair:

We are pleased to inform you that Vistara Construction Services, Inc. has been re-certified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **03/01/2017**; however your firm's certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit **60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by **03/01/2014, 03/01/2015, and 03/01/2016**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **03/01/2017**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **01/01/2017**.

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

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

- File your annual No-Change Affidavit within the required time period;

ge
DW.

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

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

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

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

NAICS Code(s):

236220 – Construction Management, Commercial and Institutional Building

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

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

Sincerely,


Jamie L. Rhee
Chief Procurement Officer

JLR/ha

Vendor Information



Vendor Information

Business Name **Vistara Construction Services, Inc., DBA Vistara Construction Services, Inc.**

Owner **Bina Nair**

Address **728 West Jackson Boulevard, Suite 526**
 > [Map This Address](#) **Chicago, IL 60661-5480**

Phone **312-986-8660**

Email **info@vistara.com**

Website **www.vistara.com**

Certification Information

Certifying Agency **City of Chicago**

Certification Type **MBE - Minority Business Enterprise**

Certification Date **4/13/2015**

Renewal/Anniversary Date **3/1/2016**

Expiration Date **3/1/2017**

Certified Business Description **NAICS 236220 Construction management, commercial and institutional building**

Commodity Codes

Code	Description
NAICS 236220	Construction management, commercial and institutional building (More)

Customer Support

[Print This Page](#)

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APPENDIX E
PROJECT SCHEDULE

APPENDIX F

FEE PROPOSAL

Overhead Rates for Duration of Contract

exp US Services	124.99%
Vistara Construction Services	145.00%
CC Johnson & Malhotra	137.26%

CONSULTANT COST PROPOSAL

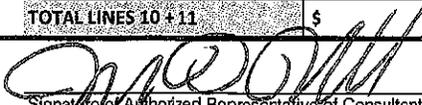
RFP # 1528-14310

Consultant: exp US Services	Title of Project: Professional Architectural / Engineering Services Juvenile Temporary Detention Center East - Elevator Modernization
------------------------------------	---

Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Jef Jakalski, Principal	40	\$ 98.58	\$ 3,943.20
John M. Stryker, Project Manager	243.86	\$ 52.53	\$ 12,809.97
Matt Fillipini, QA/QC	140	\$ 54.34	\$ 7,607.60
Casey Johnson, Project Architect	480	\$ 30.14	\$ 14,467.20
Cad Technician	642	\$ 28.00	\$ 17,976.00
Fazal Mahmood, PE Mech	94	\$ 80.77	\$ 7,592.38
Siva Haran, PRE-, Ectrical	100	\$ 57.99	\$ 5,799.00
TOTAL LINE 1			\$ 70,195.35
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
TOTAL LINE 2			0
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
IDOT Approved overhead rate	124.99%	\$ 70,195.35	\$ 87,737.16
	%		\$
TOTAL LINE 3			\$ 87,737.16
4. "In-House" Cost	ADD TOTAL LINES 1 + 2 + 3		\$ 157,932.51
5. Profit (10 %) of Line 4			\$ 15,793.25
6. Other Direct Costs/ Reimbursable Expenses			Estimated Cost
Printing and reproduction			\$ 1,200.00
shipping, delivery, and Ground transporation			\$ 2,400.00
Elevator Consultant (HH Angus)			\$ 19,000.00
TOTAL LINE 6			\$ 22,600.00
7. Additional Services			Estimated Cost
Unforeseen Conditions Allowance,(includes DBE participation % for CCJM and Vistara)			\$ 50,000.00
TOTAL LINE 7			\$ 50,000.00
8. Subcontractor Cost (from subcontractor's Line 8)			\$ 98,091.27
9. Subcontract Profit (from subcontractor's Line 9)			\$ 11,332.73
10. Total Project Cost	ADD TOTAL LINES 4 + 6 + 7 + 8		\$ 328,623.78
11. Total Project Profit	ADD TOTAL LINES 5 + 9		\$ 27,125.98
12. Total "Not-to-Exceed" Contract	TOTAL LINES 10 + 11		\$ 355,749.76

January 22, 2016

Date


 Signature of Authorized Representative of Consultant

Jeffrey D. Jakalski, AIA

Printed Name of Authorized Representative of Consultant

APPENDIX G

INSURANCE CERTIFICATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract, but only to the extent that the named insured has agreed in writing prior to the occurrence or accident to provide insurance for such persons or organizations and then only with respect to liability for bodily injury or property damage caused by operations performed for such such additional insured by or on behalf of the named insured.	As required per written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

APPENDIX H

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.: 1528-14310	Date: January 22, 2016
Total Bid or Proposal Amount:	Contract Title: A/E Services for the Juvenile Temporary Detention Center - Elevator Modernization
Contractor: exp US Services	Subcontractor/Supplier/ Subconsultant to be added or substitute: Vistara Construction Services
Authorized Contact for Contractor: Jeffrey D. Jakalski	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Ramesh Nair
Email Address (Contractor): Jeffrey.Jakalski@exp.com	Email Address (Subcontractor): ramesh@vistara.com
Company Address (Contractor): 205 N. Michigan Ave.	Company Address (Subcontractor): 728 West Jackson, Suite 526
City, State and Zip (Contractor): Chicago, IL 60601	City, State and Zip (Subcontractor): Chicago, IL 60661
Telephone and Fax (Contractor): 312.616.0000	Telephone and Fax (Subcontractor): 312-986-8660
Estimated Start and Completion Dates (Contractor): 9/9/2015 - 12/5/2016	Estimated Start and Completion Dates (Subcontractor): 9/9/2015 - 12/5/2016

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>
Cost Estimating	\$33,526.00

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 DBE Utilization Plan. Any changes to the contract's approved DBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor exp US services

Name Jeffrey D. Jakalski, AIA

Title Vice President

Prime Contractor Signature



Date January 22, 2016

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

OCPO ONLY:
<input type="checkbox"/> Disqualification <input checked="" type="checkbox"/> 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.:	1528-14310	Date:	July 22, 2015
Total Bid or Proposal Amount:		Contract Title:	A/E Services for the Juvenile Temporary Detention Center - Elevator Modernization
Contractor:	exp US Services	Subcontractor/Supplier/ Subconsultant to be added or substitute:	CCJM
Authorized Contact for Contractor:	Jeffrey D. Jakalski	Authorized Contact for Subcontractor/Supplier/ Subconsultant:	Anil Ahuja, PE
Email Address (Contractor):	Jeffrey.Jakalski@exp.com	Email Address (Subcontractor):	AAhuja@ccjm.com
Company Address (Contractor):	205 N. Michigan Ave.	Company Address (Subcontractor):	Two North Riverside Plaza Suite 1050
City, State and Zip (Contractor):	Chicago, IL 60601	City, State and Zip (Subcontractor):	Chicago, IL 60606
Telephone and Fax (Contractor)	312.616.0000	Telephone and Fax (Subcontractor)	312.669.2600
Estimated Start and Completion Dates (Contractor)	9/9/2015 - 12/5/2016	Estimated Start and Completion Dates (Subcontractor)	9/9/2015 - 12/5/2016

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>
Mechanical + Electrical Engineering	\$73,500

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 DBE Utilization Plan. Any changes to the contract's approved DBE Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor exp US services

Name Jeffrey D. Jakalski, AIA

Title Vice President

Prime Contractor Signature



Date July 22, 2015

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

OCPO ONLY:
<input type="checkbox"/> Disqualification
<input type="checkbox"/> 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.: 1528-14310	Date: July 22, 2015
Total Bid or Proposal Amount:	Contract Title: A/E Services for the Juvenile Temporary Detention Center - Elevator Modernization
Contractor: exp US Services	Subcontractor/Supplier/Subconsultant to be added or substitute: HH Angus
Authorized Contact for Contractor: Jeffrey D. Jakalski	Authorized Contact for Subcontractor/Supplier/Subconsultant: Stuart Wright
Email Address (Contractor): Jeffrey.Jakalski@exp.com	Email Address (Subcontractor): Stuart.Wright@hhangus.com
Company Address (Contractor): 205 N. Michigan Ave.	Company Address (Subcontractor): 405 N. Wabash Ave.
City, State and Zip (Contractor): Chicago, IL 60601	City, State and Zip (Subcontractor): Chicago, IL 60611
Telephone and Fax (Contractor): 312.616.0000	Telephone and Fax (Subcontractor): 312.527.5552
Estimated Start and Completion Dates (Contractor): 9/9/2015 - 12/5/2016	Estimated Start and Completion Dates (Subcontractor): 9/9/2015 - 12/5/2016

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

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Vertical Transportation Consultant	\$ 19,000

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 DBE Utilization Plan. Any changes to the contract's approved DBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor exp US services

Name Jeffrey D. Jakalski, AIA

Title Vice President

Prime Contractor Signature

Date July 22, 2015

APPENDIX I

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: exp US Services, Inc.

ADDRESS: 205 N. Michigan Avenue, Chicago, IL 60601

TELEPHONE: (312) 616-0000

CONTACT NAME: Jeffrey D. Jakalski

CONTACT EMAIL: jeffrey.jakalski@exp.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.

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: RFP No. 1528-14310
- b. The Contractor is providing the following type of Services: [] Auditing or [] Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official: Office 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 [] No.
If yes, please state the other Contract Number(s) and the Nature of Services.

The Sheriff's Camera Project - Design 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.

JMO

Signature

JERRY D. CHAMBERS

Name (Type or Print)

VICE PRESIDENT

Title

1/22/10

Date

APPENDIX J

ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENTS

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS 1 - 11
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 3 - 12
4	Contract and EDS Execution Page	EDS 13-15
5	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

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

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

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

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 INFORMATION STATEMENT

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:

205 N. Michigan Ave., Chicago, IL 60601

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

Yes: _____ No: X

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): _____

(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:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the 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 [X] Applicant or [] Stock/Beneficial Interest Holder

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

Identifying Information:

Name exp US Services

D/B/A: FEIN NO/SSN (LAST FOUR DIGITS): 46-0523964

Street Address: 205 N. Michigan Ave.

City: Chicago State: IL Zip Code: 60601

Phone No.: 312-616-0000 Fax Number: 312-616-6069 Email:

Cook County Business Registration Number: (Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable):

Form of Legal Entity:

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

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

[] Other (describe)

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each 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
exp Global Inc.	56 Queen Street Suite 301 Brampton, ON L6V 4M8	100%

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
exp Global Inc.	56 Queen Street Suite 301 Brampton, ON L6V 4M8	100%	

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
See Attached			

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.

Jeffrey D. Jakalski

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

[Handwritten Signature]

Signature

Jeffrey.Jakalski@exp.com

E-mail address

Subscribed to and sworn before me
this 22nd day of Jan., 2016.

X

[Handwritten Signature]

Notary Public Signature

Vice President

Title

January 22, 2016

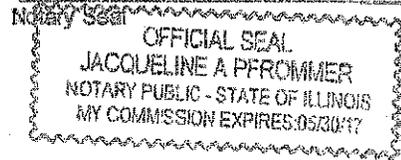
Date

312-616-5070

Phone Number

My commission expires:

5/30/17





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:

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

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: exp US Services

Address of Person Doing Business with the County: 205 N. Michigan Ave.

Phone number of Person Doing Business with the County: 312-616-0000

Email address of Person Doing Business with the County: Jefrey.Jakalski@exp.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:

Jeffrey D. Jakalski, Vice President, 312-616-5070

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 preceding 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: _____

RFP No. 1528-14310

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ \$355,749.76

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: _____

Edmund Rendon, Sr. Contract Negotiator, 312-603-6824

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 Andrews, Chief Procurement Officer, 312-603-2391

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*
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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*
--	--	--	----------------------------------

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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*
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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.

Signature of Recipient 

January 22, 2016
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

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1528-14310
County Using Agency (requesting Procurement): Office of Capital Planning & Policy

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): _____
Substantial Owner Complete Name: Hynek Dvorak
FEIN# _____
Date of Birth: _____ E-mail address: Hdvorak@gmail.com
Street Address: 1133 Lake Road
City: Lake Forest State: Illinois Zip: 60045-2304
Home Phone: (847) 380-0410 Driver's License No: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**
- Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**
- Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**
- Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**
- Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**
- Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____

Date: 2/11/16

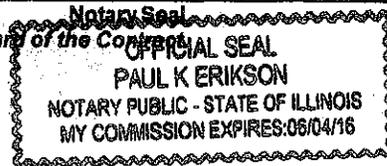
Name of Person signing (Print): Hynek Dvorak

Title: _____

Subscribed and sworn to before me this 11th day of February, 2016

X [Signature]
Notary Public Signature

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1528-14310
County Using Agency (requesting Procurement): Office of Capital Planning & Policy

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): _____
Substantial Owner Complete Name: Mark Dorak
FEIN#: _____
Date of Birth: 01/28/1973 E-mail address: mdorakmc@gmail.com
Street Address: 700 Lake Road
City: Lake Forest State: ILLINOIS Zip: 60045-2304
Home Phone: (815) 482-0096 Driver's License No: D16254373028

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**
- Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**
- Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**
- Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**
- Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**
- Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

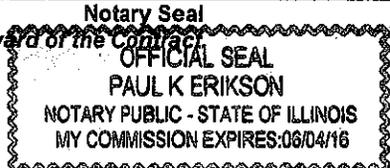
Signature: _____ Date: 2/11/16

Name of Person signing (Print): Mark Dworak Title: _____

Subscribed and sworn to before me this 11th day of February, 2016

X PK

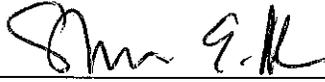
Notary Public Signature



Note: The above information is subject to verification prior to the award of the Contract

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 4 DAY OF April, 2016

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

1528-14310

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 355,749.76

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

MAR 23 2016