

PROFESSIONAL SERVICES AGREEMENT

For

Architectural/Engineering Services

118 N. Clark ADA Renovations

Floors 5, 8, 10

BETWEEN



COOK COUNTY GOVERNMENT

Department of Capital Planning and Policy

AND

FMG Architects Inc.

CONTRACT NO. 1528-14445

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**
FEB 10 2016

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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF COOK, ILLINOIS
AND THE ARCHITECT/ENGINEER/CONSULTANT**

THIS Architectural / Engineering Services 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 FGM Architects, Inc. (herein referred to as the "**Consultant**") pursuant to authorization by the Cook County Board of Commissioners on **February 10, 2016** as evidenced by the Board authorization letter attached hereto as Appendix A. This Agreement provides for professional services for the following project: 118 N. Clark, ADA Renovations on Floors 5, 8 and 10 which is defined and described in Appendix B.

The County and the Consultant agree as set forth below.

ARTICLE 1

DEFINITIONS; TERM; CONSULTANT'S GENERAL DUTIES AND OBLIGATIONS

1.1 DEFINITIONS

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

- 1.1.1 "Agreement"** means this Professional Services Agreement between the County and the Consultant for architectural/engineering services as herein stated in connection with the Project, together with the following Appendixes incorporated herein by this reference: Appendix A, Board Authorization Letter; Appendix B, Description of Project and Project-Specific Scope of Work; Appendix C, Key Personnel; Appendix D, Project Schedule; Appendix E, Cost Proposal; Appendix F, Insurance Certificates; Appendix G, Federal Clauses; Appendix H, Cook County Travel Policy; Appendix I, Asset Management and Space Standards Ordinance; Appendix J, Cook County Office Standard Modification Guidelines; Appendix K, Cook County's New Office Standards; Appendix L, Disadvantage Business Enterprise Commitment Policy and Goals / Utilization Plans (UP); Appendix M, Identification of Subconsultant (ISF); Appendix N, Certification for Consulting or Auditing Services; Appendix O, Economic Disclosure Statement (EDS) and Execution Document.
- 1.1.2 "Architect of Record", "AOR" or "Consultant"** means the licensed legal or other qualified entity retained by the County for the purposes of designing the Project and providing any other duties normally provided by an AOR and as defined in their agreement with the County.
- 1.1.3 "Budget"** means the cost of the Project as approved by the County.
- 1.1.4 "Change Order", "CO", or "Amendment"** means a document authorizing an increase/decrease in contract price or an adjustment of contract time period. Change Orders include only previously approved Proposal Requests and/or Construction Change Directives. A single Change Order may include multiple PR's and/or Construction Change Directives.
- 1.1.5 "Chief Procurement Officer" or "CPO"** means the Chief Procurement Officer of Cook County.
- 1.1.6 "Construction Change Directive" or "CCD"** means a document used to obtain cost information from the Contractor for an immediate change and/or modification to the contract documents. Generally a field directed change.
- 1.1.7 "Construction Documents"** means the drawings and specifications setting forth in detail the requirements for the construction of the Project, and all other Contract Documents issued for construction.
- 1.1.8 "Construction Management Administrator" or "CMA" or "Owner's Construction Representative" or "OCR"**, if applicable to this project, means the entity retained by the County to provide comprehensive oversight of

the entire construction process and other responsibilities as defined herein.

- 1.1.9 "Contract Documents"**, with respect to any Contract for Construction, means the Contract for Construction, Conditions of the Contract (including General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the entry into the Contract for Construction, all documents incorporated by reference as part of the Contract for Construction and any changes or modifications to the Contract for Construction.
- 1.1.10 "Contract for Construction"** means an agreement between the County and any Contractor for the construction activities of the Project.
- 1.1.11 "Contractor"** means the contractor retained by the County for the construction activities of the Project. In the event this Work includes more than one bid package, the term also refers to providers and installers of medical equipment and furniture, fixtures, equipment or other items/services independent of the Contract for Construction.
- 1.1.12 "Cost Loaded Schedule"** means a schedule estimating the duration in months of the Consultant's Services with its related fees from the Notice to Proceed Date through Final Completion which schedule will identify and itemize, and assign a dollar amount to each of the CMA's activities, the sum of which will aggregate the compensation for Basic Services as set forth in Section 6.1. The Cost Loaded Schedule is for the County's budget reporting only and is not the basis of compensation, which is subject to the requirements of Section 6.1.
- 1.1.13 "COUNTY," "County" or "Owner"** means the County of Cook, a body politic and corporate of the State of Illinois.
- 1.1.14 "Day(s)"** will mean calendar day(s) unless otherwise specified herein.
- 1.1.15 "Design Development Documents"** is defined in Section 2.4.1.
- 1.1.16 "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 2.5.6.
- 1.1.32 **Standard of Care"** will have the meaning set forth in Section 1.5.1.
- 1.1.33 **"Statement of Construction Cost"** means the total actual cost of construction, inclusive of all approved change orders, as updated from time to time and accepted by the County.
- 1.1.34 **"Statement of Probable Cost"** means the aggregate and complete estimated costs based on up-to-date market rates in Chicago, adjusted to reasonably account for inflation, for labor, materials and equipment (inclusive of overhead, profit and escalation) to complete the Project.
- 1.1.35 **"Substantial Completion," "substantial completion", "Substantially Complete" or "substantially complete,"** means the Work or designated portion of the Work is sufficiently complete, in accordance with the Contract Documents, such that the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, and Contractor has delivered the Warranty Materials to the extent required by the Contract for Construction. Substantial Completion will not be deemed to have occurred until (i) the Contractor has provided or completed all of the pre-requisites for the Owner to occupy or utilize the Work as intended, including the provision of all training, manuals, drawings and documents required for the Owner to start occupying, operating and maintaining the Work, (ii) approval for the Work to be occupied has been issued by the appropriate government authorities, and (iii) the CMA, if applicable, in coordination with the Consultant issues a Certificate of Substantial Completion setting forth the Date of Substantial Completion, and signed by all parties indicated on the Certificate, including the County.
- 1.1.36 **Supplemental Instructions" or "SI"** means written instructions or clarifications from the CMA or the AOR to the Contractor to supplement the Contract documents. Supplemental Instructions are not used to

change the contract price or time.

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

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

1.2 EFFECTIVE DATE; TERM

The effective date of the contract shall begin on February 22, 2016 through February 21, 2021. The Contract 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. Appendix B is intended to describe the specifics as to the Services and not to limit the Services in any way. The Services include all services and tasks described in the entire Agreement. Therefore, if a service or task is described in this Professional Services Agreement but not included Appendix B, Consultant will be obligated to provide the service or task. If a service or task is described in Appendix B and not in this Professional Services Agreement, Consultant will be obligated to perform the service or task. In the event of a conflict between the terms set forth in this Professional Services Agreement and specific tasks described in Appendix B, Consultant will perform the service or task in the manner most beneficial to the County, as determined by the Project Director.

1.5 CONSULTANT'S GENERAL AGREEMENTS

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

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

environmental and health codes and regulations, site and easement restrictions, permit, licensing, certification and accreditation guidelines.

- 1.5.3** In the event of a conflict between any applicable Government and Other Standards, the Consultant will utilize its best judgment in accordance with the Standard of Care to apply the appropriate standard. The provisions of this Section 1.5.3 do not limit the Standard of Care but are intended to specifically identify a requirement considered to be included within and required by the Standard of Care. Prior to the commencement of construction, the Consultant will certify to the County and to such other parties as the County may reasonably request, that on the basis of the Consultant's best professional judgment the Project Documents conform, and the Project when built in accordance therewith will conform, to Government and Other Standards.
- 1.5.4 County Green Building Ordinance.** Without limiting the generality of the term "Government and Other Standards," such term will be deemed to include the Cook County Green Buildings Ordinance (Cook County Code, Chapter 2, Section 2-6). The Consultant will be familiar with such ordinance and with the U.S. Green Building Council's "LEED" Green Building Rating System, and will consult with the Project Director to determine to what extent LEED principles will be applied in the case of retrofit and renovation projects. Consultant will comply with the Green Buildings Ordinance and will incorporate LEED principles into the design of the Project to the extent required by such ordinance or determined by the Project Director.
- 1.5.5 Specific Requirements for Correction of Documents.** Where the Project Documents prepared by the Consultant are not in conformity with the Government and Other Standards in existence at the time of issuance of a building permit, the Consultant will modify the Project Documents at no additional charge to the County. The Consultant will promptly notify the County in writing if any of the Project Documents need to be modified to be in compliance with Government and Other Standards currently in existence or adopted at any time prior to the issuance of all permits, approvals, licenses, accreditation and certifications needed for the construction, use and occupancy of the Project. The Consultant will also promptly notify the County in writing of any conflicts between the Government and Other Standards applicable to the construction, use and occupancy of the Project and its proposed resolutions of such conflicts.
- 1.5.6 Cooperation with Other Consultants.** The Consultant covenants and agrees to cooperate, and to cause its sub-consultants to cooperate, with other consultants who may be retained by the County in conjunction with this Project.
- 1.5.7 Qualified Staff; Sufficient Personnel.** The Consultant will assign and maintain, at all times during the term of this Agreement, a staff of competent personnel who are fully qualified to perform the services required by this Agreement, and will provide a sufficient number of personnel as is necessary for the performance of services for the timely completion of the Project.
- 1.5.8 Key Personnel.** The Consultant has provided to the County a list of individuals whom it will use on the Project, a copy of which is attached as Appendix C ("**Key Personnel**"). The Consultant will set forth on **Appendix C** a description, in reasonable detail, of the assignment, current hourly rate, qualifications, disciplines, areas of expertise and, as applicable, State of Illinois license or registration numbers of each of the Key Personnel. Appendix C will also identify those Key Personnel who are employees or principals of sub-consultants identified pursuant to Section 1.5.9 below, setting forth the same information as required of its own employees and identifying the sub-consultant with which such individual is affiliated. The Consultant will not make any change or reassignment of Key Personnel and will not make any change to the hourly rates for such personnel, without prior notice to and prior acceptance by the County. In the case that any of the Key Personnel will not at any time be able to perform his or her assigned function as described in this Agreement, the Consultant will promptly give written notice thereof to the County and furnish an alternate individual in replacement of any such Key Personnel which alternate individual will be acceptable to the County and will thereafter be subject, as one of the Key Personnel, to the provisions of this Section 1.5.8. The County may, at any time, give written notice to the Consultant requesting the removal of any of the Key Personnel or any of the Consultant's other assigned personnel from the

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

- 1.5.9 Subcontracts.** The Consultant proposes to enter into subcontracts with the sub-consultants it has identified in Appendix L and M 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 L and M 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; included under Appendix G, 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 will be delivered to the **Project Director**. The Consultant will, as a 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 CMA will submit six (6) hard copies, one (1) copy in PDF format and one (1) copy in original drawing or other format of all drawing-type submissions/deliverables. If more than the required six (6) hard copies of submissions/deliverables described in this Section 2.1.1.3 are requested by the County, then only such additional copies will 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 will, 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 will be effective upon 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 the construction of the 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. Travel should adhere to Appendix H, Cook County Travel Policy
- 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 renumeration where the selected concept does not meet the Program needs. The final concept which will include preliminary circulation will comprise the 50% Schematic Design Documents.
- 2.3.5 100% 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 2.1.4.2.
- 2.3.7 Continuation of Schematic Design Services.** The Consultant's responsibilities under this Schematic Design Phase will continue through the end of the Bidding/Negotiation Phase. Should it become apparent during a later phase, up to and including the Bidding/Negotiation Phase that an error or omission was made by the Consultant during this phase, the Consultant will provide all corrections required to all documents without further renumeration from the County.
- 2.3.8 Conditional Approval of Schematic Design Phases.** The Consultant will obtain the County's conditional approval for the 50% Schematic Design submittal prior to proceeding to the 100% Schematic Design phase and approval for the 100% Schematic Design submittal prior to proceeding to the Design Development. The Schematic Design Phase is intended to establish the general layout, scales, components and their relationships as enumerated in Section 2.3 and generally established industry practice. The County's review and conditional approval of Schematic Design concepts will not constitute or be construed to be an acceptance or approval of any specific system design.

2.4 DESIGN DEVELOPMENT PHASE

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

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

2.5 CONSTRUCTION DOCUMENTS PHASE

Based on the approved 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 or 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, if requested by the County will print bidding documents or create compact diskettes containing bid 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 punchlist, 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 original copies and one electronic copy in PDF format as part of the Basic Services

2.9 POST CLOSE OUT SERVICES

2.9.1 COMMENCEMENT

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

2.9.2 CLOSE OUT MEETINGS

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

2.9.3 SERVICES FOLLOWING PROJECT CLOSEOUT

For a period of **three (3) months** following the date of Final Completion, the Consultant will make the Key Personnel available to the County as needed up to a maximum of **forty (40) hours**, to resolve any outstanding issues in connection with the work of this Project. The Consultant will not expend any of the

forty (40) hours without the prior authorization of the County. If, upon expenditure of the **forty (40) hours** of Key Personnel time, the County requires additional Key Personnel time, the Consultant will be compensated for such additional Key Personnel time in accordance with Section 6.2.

ARTICLE 3 ADDITIONAL SERVICES

3 AUTHORIZATION AND REIMBURSEMENT

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

3.1 ACQUISITION

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

3.2 ENGINEERING AND TESTING SERVICES

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

3.3 DESIGN AND MANAGEMENT

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

3.4 DOCUMENTS AND APPLICATIONS

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

3.5 SITE REPRESENTATION AND OBSERVATION

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

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

3.6 PROFESSIONAL OR CONTRACTOR DEFAULT

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

3.7 INVESTIGATIONS, INVENTORIES AND ASSESSMENTS OF EXISTING FACILITIES

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

3.8 SERVICES AFTER PROJECT CLOSEOUT

When requested by the County, the Consultant will provide services after the Consultant properly issues to the

County a final certificate for payment for the Project where such services exceed the number of hours or the time period established in 2.9.3.

3.9 OTHER SERVICES

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

ARTICLE 4

COUNTY'S RESPONSIBILITIES AND ADDITIONAL RIGHTS

4 COUNTY'S RESPONSIBILITIES AND RIGHTS

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

4.1 COUNTY'S RESPONSIBILITIES

- 4.1.1 Cooperation with Consultant.** The County will cooperate with the Consultant in order to enable the Consultant to perform its work hereunder and will direct its employees, agents, Contractors and consultants to reasonably cooperate with the Consultant.
- 4.1.2 Approvals; Acceptances; Decisions.** The County will render approvals, acceptances and decisions required by the Consultant in a reasonably expeditious manner for the orderly progress of the Consultant's services and the Project.
- 4.1.3 Faults; Defects.** The County will promptly advise the Consultant if the County becomes aware of any fault or defect in the design or construction of the Project.
- 4.1.4 Point Of Contact.** The Project Director will, on behalf of the County, act as the primary point of contact for the Consultant with the County and render decisions in a timely manner where such decisions do not result in any change or modification of this Agreement or of the Project. The Consultant's communications with the County, including but not limited to all reports, should be directed through the Project Director to the greatest extent possible, except for written notices, which will be made in accordance with Section 11.3.
- 4.1.5 Additional Costs.**
- (a) Requests for changes which would individually or cumulatively result in additional costs [of more than \$150,000.00 or extend the scheduled completion date [more than 1 year], which requests are not described in (a) above shall be submitted to the Project Director for approval by the Chief Procurement Officer.

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

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

- 4.1.7 Approval or Acceptance of Consultant's Work.** The County will approve or accept work of the Consultant only where such work conforms with the following conditions: (i) the work has been performed in accordance with this Agreement; (ii) cost estimates are below the Budget; and (iii) cost estimate and design quality deviations and discrepancies are reconciled or in the process of reconciliation to the satisfaction of the County. The County not obligated to authorize any work or accept advice, recommendations or directives of the Consultant which knowingly increase the cost of the Project beyond the approved Budget.
- 4.1.8 Existing Information.** Upon the Consultant's request, the County will furnish any documentation or surveys in the County's possession describing physical characteristics, legal limitations and utility locations for the site of the Project and any legal description of the site that the County has in its possession.
- 4.1.9 Geotechnical Engineers.** 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 Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

5.2 HARDWARE AND SOFTWARE LICENSING

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

5.3 INSURANCE REQUIREMENTS

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:

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

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

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

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

Coverages

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

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

(b) **Commercial General Liability Insurance**

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

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

The General Liability policy shall include the following coverages:

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

(c) **Commercial Automobile Liability Insurance**

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

(d) **Umbrella/Excess Liability**

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

Each Occurrence:	\$4,000,000
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(e) **Professional Liability**

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal. Subcontractors performing professional services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms in this section.

Additional requirements

(a) **Additional Insured**

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

The County will not allow the Contractor to commence any work under this Agreement until all insurance required under this Agreement is purchased and evidence of such is received and approved by the Chief Procurement Officer. Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

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

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

(d) **Waiver of Subrogation Endorsements**

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

(e) **Property Insurance**

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

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 \$1,522,218.00. Progress payments for Basic Services will not exceed the actual progress of the Project and be submitted monthly pro rata to completion.

6.2 COMPENSATION FOR ADDITIONAL SERVICES:

Compensation for Additional Services as described in Article 3 will be either on the basis of a lump sum fee or an

hourly rate of Key Personnel plus Reimbursable Expenses actually incurred. The scope of work of the Additional Services and the method of compensation for such Additional Services will be negotiated in advance of any such Additional Services being rendered. Progress payments for Additional Services will be submitted monthly pro rata to completion in accordance with the Cost Loaded Schedule developed for such Additional Service. The County has established a budget, which will not exceed the sum of as identified in Appendix E 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 the sum as identified in Appendix E 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 2.5.6 or elsewhere in this Agreement); (b) out of town travel requested by the County; (c) messenger services requested by the County; (d) expense of renderings, models and mock-ups requested by the County. All other out of pocket expenses generally incurred in performing the Basic Services will not be considered reimbursable by the County, such as long distance phone calls and faxes, clerical and secretarial services, in house copying, study models, overnight deliveries to team members, local hotel stays, meals, taxi cab expenses, mileage and parking expenses.

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

6.4 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 2.1.12.4 and 2.1.12.5, then the Consultant will be entitled to assert claims for additional compensation provided that, within fourteen (14) days after the Consultant has knowledge of any circumstance which may give rise to an extension of the Project duration, it will submit written notice of its claim to the County, specifying such circumstance. The timely provision of this notice in proper form is a condition precedent to the making of a valid claim. If such notice is not given for any such period of delay, the Consultant waives any claim it may have for additional compensation for such period of delay.

6.6 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 6.5 will remain in effect, enforceable and applicable notwithstanding the termination of this Agreement for any cause.

ARTICLE 7

PAYMENTS TO THE CONSULTANT

7 PAYMENT PROCEDURES

7.1 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 6.1. Payments for Additional Services and Reimbursable Expenses will be made monthly upon presentation of the Consultant's statement of services rendered or expenses incurred. No late payment interest or penalties will accrue for any payment due (including any and all payments made on disputed claims) pursuant to the terms of this Agreement.

7.2 INVOICING

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

Reimbursable Expenses.

- 7.2.1 Form 29A.** Invoices will be submitted in triplicate for each payment, using County Invoice Form 29A. Invoices will include an itemization of the services provided during the period covered by such payment in accordance with the Cost Loaded Schedule.
- 7.2.2 Certification of Sub-Consultants to be Paid.** Consultant will submit a list (Consultant's Sworn Statement) in the County format of the sub-consultants providing services during the period covered by such payment, and the amounts billed by and to be paid to such sub-consultants. Such list will be certified by the senior financial officer of the Consultant as true, correct and complete.
- 7.2.3 Lien Waivers.** Consultant will submit professional lien waivers in the County format, executed by each sub-consultant indicating that such sub-consultant has received payment from the Consultant for the services invoiced in the previous payment and waiving liens for the work performed in such payment period.
- 7.2.4 Cook County Code, Chapter 34, Sec. 34-310** 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.
- 7.2.5 Cook County Code, Chapter 34-177**

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.

7.3 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 DISADVANTGED BUSINESS ENTERPRISES

8.3.1 Policy and Goals. 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.

8.3.2 Goals. The County has set contract-specific goals, based on the availability of DBEs that are certified to provide commodities or services specified in this solicitation document. The DBE participation goal for this Agreement is **35%**.

8.3.2.1 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.

8.3.2.2 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 County deems appropriate.

8.3.3 Required Submittals. The Consultant has submitted the documentation required to be submitted with the proposal as described in this Section 8.3. All such documentation has been reviewed and continues to be monitored by the Contract Compliance Administrator of the County.

8.3.3.1 Affirmative Action Plan. Each Consultant will submit 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.

8.3.3.2 Consultant's DBE Efforts Documentation. Upon request, the Consultant will submit supporting documentation which evidences efforts the Consultant has taken in attempting to achieve the County's "best efforts" DBE participation goals.

8.3.3.3 Consultant's Statement; Use of DBE Efforts Professionals. Upon request, the Consultant will submit a statement which discloses how the Consultant intends to maximize the use of its DBE professionals in the course of performing the Agreement.

8.3.4 Non-Compliance. Consultant will remain in compliance with the submittals provided pursuant to the above requirements throughout the term of the Agreement. If the County determines that the Consultant has failed to comply with its contractual commitments or any portion of the 49 CFR, Part 26, it will notify the Consultant of such non-compliance and may take any and all appropriate actions, including termination of this agreement.

8.3.5 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.

- 8.3.6 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 Liability.** The Consultant represents and warrants that the Consultant is an independent contractor and will not represent to any third party that its authority is greater than that granted under the terms of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, if the entity which is the Consultant hereunder is a partnership or a joint venture, each and every covenant, agreement, indemnity and obligation of the Consultant under the terms of this Agreement is a covenant, agreement, indemnity and obligation undertaken by each partner or joint venture partner, as the case may be, in the entity which is the Consultant (collectively, "Joint Venture Partners") jointly and severally, individually and collectively and all covenants, agreements, indemnities and obligations of Consultant will be performed and observed by any one of the Joint Venture Partners regardless of the performance or non-performance of such covenants, agreements, indemnities or obligations by any of the other Joint Venture Partners.
- 9.3.1 Ability to Perform.** The Consultant represents and warrants that the Consultant is able to furnish the professional services, and any materials, supplies, equipment and labor required to complete the Basic Services required hereunder and perform all of its obligations and has sufficient experience and competence to do so. All personnel providing services on the Project will be qualified by training, licensing, and experience to perform their assigned tasks.
- 9.3.2 Familiarity with Project.** The Consultant represents and warrants that the Consultant is familiar with the requirements of the Project and this Agreement, and is experienced in the areas of planning, designing, and performing architecture and engineering services, and will employ the services of others experienced in the areas of planning, designing, and performing architecture and engineering, and other services required of Consultant under this Agreement. The Consultant has the necessary skill, financial resources and personnel to successfully complete its services under this Agreement.
- 9.4 Covenant to Use Professional Efforts.** The Consultant covenants with the County to use its professional efforts, skill and judgment and abilities to design the Project and perform all services provided hereunder

in accordance with the Standard of Care.

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

ARTICLE 10

DEFAULT AND DISPUTES

10 DISPUTES AND DEFAULT

10.1 DISPUTES

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

Consultant. Dispute resolution as provided herein will be a condition precedent to any other action by the Consultant at law or in equity.

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

10.2 DEFAULT

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

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

10.3 REMEDIES

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

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

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

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

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

ARTICLE 11**MISCELLANEOUS PROVISIONS****11 MISCELLANEOUS PROVISIONS****11.1 DISQUALIFICATION FOR NON-PERFORMANCE
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 7.3.**

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

11.2 FORCE MAJEURE

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

11.3 GENERAL NOTICE

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

TO THE COUNTY:**OFFICE OF THE CHIEF PROCUREMENT OFFICER**

County of Cook
118 North Clark Street
Room 1018
Chicago, Illinois 60602
Contract No. 1528-14445
Attention: Chief Procurement Officer

BUREAU OF ASSET MANAGEMENT – DEPARTMENT OF CAPITAL PLANNING & POLICY

69 West Washington Street, 30th Floor
Chicago, Illinois 60602
Attention: Director

TO THE CONSULTANT:

Firm Name: FGM Architects, Inc.
Attn: John Dzarnowski, Principle-In-Charge
Address: 200 West Jackson Boulevard, Suite 1040
City, State, Zip: Chicago, Illinois 60606

11.4 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein will include any and all

other Federal and/or State, direct and/or indirect taxes which apply to this transaction. Cook County's State of Illinois Sales Tax Exemption Identification is E-9998-2013-01.

11.5 GOVERNING LAW AND VENUE

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

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.

Appendix A: Board Authorization Letter

**CRIMINAL JUSTICE COMMITTEE
MEETING OF FEBRUARY 9, 2016**

16-1023 PROPOSED RESOLUTION to review recommendations of The League of Women Voters of Cook County in its report regarding pre-trial systems

16-1065 PROPOSED RESOLUTION calling for the dignified treatment of Central American asylum seekers

**BUSINESS AND ECONOMIC DEVELOPMENT COMMITTEE
MEETING OF FEBRUARY 9, 2016**

16-0704 PROPOSED RESOLUTION Harcros Chemicals Inc. Class 8 property tax incentive request

16-0882 PROPOSED RESOLUTION 163rd Property LLC Class 8 property tax incentive request

16-0885 PROPOSED RESOLUTION MIF 3 W College (Arlington Heights) LLC 6B property tax incentive request

**ASSET MANAGEMENT COMMITTEE
MEETING OF FEBRUARY 10, 2016**

16-0433 PROPOSED CONTRACT FMG Architects, Inc., Chicago, Illinois

**RULES AND ADMINISTRATION COMMITTEE
MEETING OF FEBRUARY 10, 2016**

16-1469 JOURNAL OF PROCEEDINGS regular meeting held on 1/13/2016.

**FINANCE COMMITTEE
MEETING OF FEBRUARY 10, 2016**

COURT ORDERS

WORKERS' COMPENSATION CLAIMS

SUBROGATION RECOVERIES

SELF-INSURANCE CLAIMS

PROPOSED SETTLEMENTS

BUREAU OF ASSET MANAGEMENT
CAPITAL PLANNING AND POLICY

16-0433

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

PROPOSED CONTRACT

Department(s): Department of Capital Planning and Policy

Vendor: FMG Architects, 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: \$1,522,218.00

Contract period: ~~4/4/2016-1/3/2021~~ 2/22/2016 - 2/21/2021

Potential Fiscal Year Budget Impact: FY2016 \$500,000.00, FY2017 \$300,000.00, FY2018 \$300,000.00, FY2019 \$150,000.00, FY2020 \$150,000.00, FY2021 \$122,218.00

Accounts: 1619

Contract Number(s): 1528-14445

Concurrences:

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

The Chief Procurement Officer concurs.

Summary: This project is to provide design services for the following projects: ADA accessibility for the 5th floor Board Room at the County Building, 8th Floor ADA Renovation & Department Consolidation, and 10th Floor ADA Renovation and Consolidation. In addition to ADA compliance, the 8th Floor and 10th Floor projects are consistent with the Real Estate Asset Strategic Realignment Plan (REASRP) and will allow for additional consolidation opportunities in the future.

To accomplish the goal of creating an ADA accessible Board Room, the entire 5th Floor will need to be redesigned to comply with all federal, state, and local ADA regulations and codes. In addition to the Board Room, this redesign will also include the Office of the President, County Commissioner Offices, and the Comptroller's Office.

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

Appendix B: Scope of Work

Overview

The goal of the project is to provide improved ADA accessibility to County public areas, as well as department /office redesign and consolidation at the County Building, located at 118 N. Clark. Located on the 5th floor of the County Building are the Office of the President, County Commissioner Offices, and the Cook County Board Room. The Board Room shall be renovated to increase public accessibility and capacity; the President's and Commissioner's offices shall be redesigned to improve accessibility, efficiency, and security. The consolidation of departments shall continue to the 8th and 10th floors by providing a complete renovation of the spaces. Office spaces shall be required to meet County Office Design Standards.

Detailed Scope of Services

Multiple bid packages will be issued for bids

5th Floor (34,600 sf):

- The Office of the President and Cook County Board Room will be relocated by Capital Planning during demolition and construction. The north half will be designed and constructed to include the Board Room and Commissioners Offices. Once completed and occupied the south side will be designed and constructed to include the President's Office.
- Enlarge the Board of Commissioners Board Room to hold 250 – 300 spectators, provide ADA access and restrooms. Consideration will be given to single story and/or multi-story design concepts.
- Complete demolition of remaining existing space to provide a clean floor plate.
- Redesign the 5th floor for the Office of the President and Offices of County Commissioners.
- A Demolition package will be issued for demolition. A separate design package will be issued for reconstruction.
- Demolition and design will include Architecture, Structural Engineering, Mechanical, Plumbing, and Electrical Engineering, and Data & Security infrastructure. Expert consultants in acoustics, media, and lighting will be required for the Board Room area.
- Uses of the elevator lobby space will be strongly considered

Upon completion of 5th Floor bid package, proceed with the following:

8th Floor (34,600 sf):

- Occupants will be relocated by Capital Planning during demolition and construction – the entire floor will be unoccupied during construction.
- Complete demolition of existing layout to provide a clean floor plate.
- Provide programming and design to accommodate identified departments

- Demolition and design will include Architecture, Structural Engineering, Mechanical, Plumbing, and Electrical Engineering, and Data & Security infrastructure.
- Uses of the elevator lobby space will be strongly considered

10th Floor (34,600 sf):

- Occupants will be relocated by Capital Planning during demolition and construction – the entire floor will be unoccupied during construction.
- Complete demolition of existing layout to provide a clean floor plate.
- Provide programming and design to accommodate identified departments
- Demolition and design will include Architecture, Structural Engineering, Mechanical, Plumbing, and Electrical Engineering, and Data & Security infrastructure.
- Uses of the elevator lobby space will be strongly considered

A/E Design Services shall include Programming, Architecture/Interior Design, Structural Design/Evaluation, Mechanical, Plumbing, Fire Protection, and Electrical Engineering, Data Systems Design, and Security Systems Design. Acoustic Design, Specialty Lighting Design, Sound System Design, and Media Systems Design shall be included in work associated with the Cook County Board Room.

Design phases shall include programming, schematic design, design development, construction documents, bidding and contract phase services, and construction administration services. Cost opinions shall be issued with schematic design, design development, and construction document submissions with cost increases projected for the designated construction years.

GENERAL RESPONSIBILITIES OF THE A/E

A. Detail of Services

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

1. Basic Services - Design, Bidding, and Construction

Firms are expected to:

- Proceed with design activities *after* receiving Notice to Proceed (NTP). Time invoiced prior to date of NTP will not be accepted.
- Submit a design and bidding schedule showing that design and bidding will be completed within the specified time. The schedule shall include milestone dates, major activities, duration of each phase, phase review and comment timeframe, and dates to proceed to the next phase.
- Visit the facility (building) and make a complete assessment.

- When testing existing equipment to be operational the AE should be prepared to support the facility with independent means should a system or system(s) fail to start or re-activate. AE to provide the necessary support until such time the facilities own systems are operational and no longer need supplemental support.
- Provide design services, specifications, and drawings to accomplish the project objectives.
- Provide Independent Cost Estimate (ICE) with each deliverable.
- Provide remediation design for the complete building abatement (if necessary). Environmental Construction oversight and testing of remediation activities will be by others.
- Provide all necessary permitting scope (including site surveys required to obtain applicable building permits).
- Review and provide a response to questions and substitution requests posed by bidders during the bidding phase. Provide addenda as needed.
- Provide construction observation equal to a minimum 12 hours each week. Observation hours do not include progress or other meeting time, nor activities spent in Consultant's office.
- Attend weekly scheduled progress meetings and any other meetings as deemed necessary.
- Review and respond to construction RFI's, substitution requests, change order requests, and other construction related document requests.
- Provide sketches and other written and/or drawing details for clarification, further information, or changes as required to convey the requirements of the project during construction.
- Review and certify pay applications.
- Review operation & maintenance manuals and warranties for accuracy and completeness.
- Review as-built drawings for accuracy and completeness.
- Submit required close-out documents prior to release of final invoice and payment.

2. Deliverable Milestones

- **Assessment Report**
 - o Due 20 business Days after NTP is issued.
 - o Obtain written direction prior to proceeding to Schematic Design.

Design and Bidding Schedule

- o Submit design and bidding schedule with Assessment Report.
- **Schematic Design Docs (50% complete drawings, specifications, and ICE)**
 - o Upon receipt of Schematic Design Document comments from the OCPP, proceed with Design Development documents
- **Design Development Docs (75% complete drawings specifications, and ICE)**
 - o Upon receipt of Design Development Document comments from the CHA, proceed with Permit/Bidding documents
- **Permit/Bidding Docs (95% complete drawings specifications, and ICE)**
 - o Upon receipt of Permit/Bidding Document comments from OCPP, proceed with Construction Documents

- **Construction Docs (100% complete drawings and specifications, issued for construction)**
 - o Due no later than *5 business days after permit* is issued.

3. Deliverables

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

4. Required Attachments

Each Proposal for each Group must contain the following documents.

- Work Plan
- Work Breakdown Schedule (CPM)
- Schedule of Delivery
- Staffing Schedule
- Sub-Contractors to be utilized
- Proposed Design Scope
- List of Deliverables
- Permitting Plan
- Schedule A - Utilization Plan
- Schedule B - Subcontractors, Suppliers, Consultants
- Detailed Cost Proposal Form

5. Additional Requirements

1. Verify program needs and confirm current conditions, budget and schedule. This includes all necessary site inspections to evaluate the current site conditions. The findings should be incorporated into the construction drawings in order to avoid change-order requests during construction. Conduct all necessary investigations and surveys, including feasibility studies and/or programming studies needed to develop complete and concise drawings and technical specifications.
2. Develop construction cost estimates, construction schedules, and budgets based on plans.
3. Conduct any investigation and/or testing necessary to produce complete and concise contract documents to meet Cook County and all other governing agencies permit requirements. Coordinate with Project Director prior to investigation or testing at the site.
4. Perform an investigative survey and code analysis of existing building and systems affected by the design.
5. Provide cost estimates sufficiently detailed to project realistic costs (e.g., not based on square footage), at 10% (programmatic design), 30% (schematic design), 50% (design development), 95%

(pre-final design) and 100% (final construction documents). The awardee assumes all responsibility for staying within the assigned construction-project budget unless otherwise directed in writing by OCPP Project Director. **NOTE: If the lowest bona-fide bid for the construction of the project exceeds the awardee's estimate for the project budget by more than 10%, OCPP may direct the awardee to redesign the project to conform to the project budget, with no additional compensation to the awardee.**

6. Meet with OCPP staff and any other public/private agencies, organizations, and community representatives, as required, and prepare meeting minutes.
7. Prepare presentation materials for public meetings, if required. Attend, facilitate and prepare meeting minutes if required.
8. Communicate with OCPP Project Director on a regular basis; provide updates to project schedules, cost estimates and questions & responses to issues raised by permitting agencies.
9. Complete A/E checklist to be provided by OCPP Project Director throughout the course of the project. Submit in-progress checklist to OCPP at 50% review and completed A/E checklist to OCPP at 95% review stage.
10. Be familiar with all applicable Cook County building, zoning, environmental and health codes and local fire safety codes. Designs must meet or exceed the standards set forth in these codes, ADA and the Illinois Accessibility Code. Any changes in these codes during the life of the contract will not entitle consultant to additional compensation.
11. Determine if the project will be subject to the Metropolitan Water Reclamation District's ("MWRD") regulations and guidelines pertaining to storm water management as well as any additional storm water recommendations.
12. Submit drawings, technical specifications and cost estimates to OCPP project manager for review at the end of Schematic Design (30%), Design Development (50%) and Final Design (95%) and attend design review meetings following each submission. **NOTE: Technical specifications should be technical specifications only and should not include any terms, conditions or other information concerning contractual matters.** Cost estimates should include any identified alternates and a schedule of unit prices worksheet, if any.
13. The A/E shall become familiar with and utilize the Cook County Office of Capital Planning and Policy (OCPP) web based management system. Currently the software system being utilized is Wizard Software Solutions – Project.

a. It is the responsibility for the A/E to oversee all electronic transfer of data from the field to the OCPP web-based management system.

b. The A/E is responsible for all reporting, correspondence, photographic documentation and analysis to be uploaded electronically.

The A/E shall provide monthly project reports, indicating schedule, budget, and other project deliverables, using the OCPP's web-based management

REQUIRED SERVICES FOR ALL PROJECTS

A. Standards, Requirements, and Expectations

The consultant shall meet the following standards, requirements, and expectations.

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

7. Historic Buildings or Facilities. Unless directed by OCPP, where historic buildings, facilities or landscapes are involved, all work shall be consistent with the *Secretary of the Interior's Standards for Rehabilitation*. OCPP may provide other standards for buildings, facilities or landscapes that have special historical or cultural significance.

8. Permits. The project design firm is expected to provide a design that is in compliance with all applicable codes and ordinances, a permit submittal that is in compliance with all jurisdictional requirements and cooperate in resolving any permit-related issues. **Note that the Code requires compliance with Cook County building codes regardless of whether a project is located within an incorporated municipality. 70 ILCS 810/8.4.** In addition to Cook County Building & permits, permits may be required from various local zoning boards, the Cook County Department of Environmental Control, Cook County Department of Highways, U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Illinois Environmental Protection Agency, Illinois State Historic Preservation Agency, Will-South Cook County Soil and Water Conservation Districts, North Cook County Soil and Water Conservation District, the Metropolitan Water Reclamation District of Greater Chicago and other agencies. In addition, OCPP may be required to conform to the requirements of local fire protection bureau serving each respective facility.

REQUIRED PROJECT DOCUMENTATION

Firms are expected to provide the project documentation outlined below.

A. GENERAL/SUMMARY

This Section provides for:

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

B. DOCUMENTATION PLATFORM AND DELIVERY METHOD

1. Indexing and navigation system will utilize actual construction drawings or equivalent as the basis for an interactive on-line interface. For all documentation referenced herein, indexing and navigation must be organized by both time (date-stamped) and location throughout the Project. Access interface will include multiple active projects per user, if applicable, and recent documentation activity summaries per project allowing for direct access to project plans and shoots from summary display. Documentation activity can be queried by date range via activity searches.

2. Documentation will combine indexing and navigation system with inspection-grade high-resolution digital photography designed to capture actual conditions throughout construction and at critical milestones. Documentation will be accessible on-line within 24 hours after each shoot, through the use of an Internet connection. Documentation will allow for multiple-user access, simultaneously, on-line. Access shall adhere to industry standards for information security and protection of data. Multi-tiered access levels shall be achievable through use of individual passwords, if applicable. Users will be able to identify other authorized users on each project.

3. Online interface will allow users to comment (privately or publically) on images, shoots and projects and to create customizable tags that can be reviewed through an integrated reporting functionality. These images and reports must be made available through PDF and a standalone link. All images or reports will be identified by time, date, location, and include associated comments that can be archived indefinitely. The administrator can restrict commenting functions. Commenting permissions, per user, can be set to either (1) read/write, (2) read only or (3) no read/no write permissions at the option of the Administrator.

C. DOCUMENTATION ELEMENTS

1. Prior to mobilization, all existing conditions of the building will be documented using overlapping photographic techniques. Indexing and navigation shall be accomplished through interactive architectural drawings.

2. Construction progress for all trades will be tracked at pre-determined intervals, but not less than once every thirty (30) calendar days ("Progressions"). Interior Progressions will track interior improvements beginning when work commences and continuing until Project completion. Indexing and navigation accomplished through interactive architectural drawings. Integrated commenting and tagging will allow for isolation of issues on the interactive plan and for report generation including, per report, issue image, index number, date and depiction of issue location on the floor plan.

3. As-built conditions of mechanical, electrical, plumbing and all other systems will be documented post-inspection but prior to enclosing. This process will include all finished systems located in the walls and ceilings of the Project. Overlapping photographic techniques will be used to insure maximum coverage. Indexing and navigation accomplished through interactive architectural drawings. Integrated commenting and tagging will allow for isolation of issues on the interactive plan and for report generation including, per report, issue image, index number, date and depiction of issue location on the floor plan or site plan.

4. As-built finished conditions of the interior of each building including floors, ceilings and walls shall be documented at certificate of occupancy or equivalent, or just prior to owner occupancy. Overlapping photographic techniques will be used to insure maximum coverage. Indexing and navigation accomplished through interactive architectural drawings. Integrated commenting and tagging will allow for isolation of issues on the interactive plan and for report generation including, per report, issue image, index number, date and depiction of issue location on the floor plan or site plan.

5. Customizable project-specific digital photographic documentation of other details or milestones. Indexing and navigation accomplished through interactive architectural plans.

D. PROJECT SCOPE OF WORK (SPECIFIC DIGITAL PHOTOGRAPHIC SHOOT TYPES, FREQUENCIES AND CUSTOMIZATIONS)

[PURPOSELY LEFT BLANK]

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

[PURPOSELY LEFT BLANK]

G. CONSTRUCTION PHOTOGRAPHS

1. This project will be phased. Photographer shall provide the following for each phase of the work.

2. Preconstruction Photographs: Before starting construction, take color photographs of Project areas from different vantage points, as directed by Design professional.

- a. Take photographs of interior existing condition to be conducted prior to the start of the project/phase as directed by Design Professional to accurately record the physical conditions at the start of construction.
3. Periodic Interior Construction Photographs: Take 6 (max) regular interior progressions of each area to begin at start of construction phase or as directed by Design Professional.
 4. Interior MEP Exact-Built of all areas to be conducted after rough-ins are complete and post-inspection but prior to enclosure for each phase, or as directed by Design Professional.
 5. Finished interior Exact-Built of all areas to be conducted at occupancy of each phase or other finished milestones as directed by Design professional.
 6. Additional Photographs: After approval of OCPP Project Director, Design Professional may issue requests for additional photographs, in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.
 - a. Photographer will be given three days' notice, where feasible.
 - b. In emergency situations, photographer shall take additional photographs within 24 hours of request.
 - c. Circumstances that could require additional photographs include, but are not limited to, the following:
 - i. Immediate follow-up when on-site events result in construction damage or losses.
 - ii. Extra record photographs at time of final acceptance.
 - iii. Owner's request for special publicity photographs.

Appendix C: Key Personnel / Organization Chart

**PART 5
ORGANIZATION CHART**

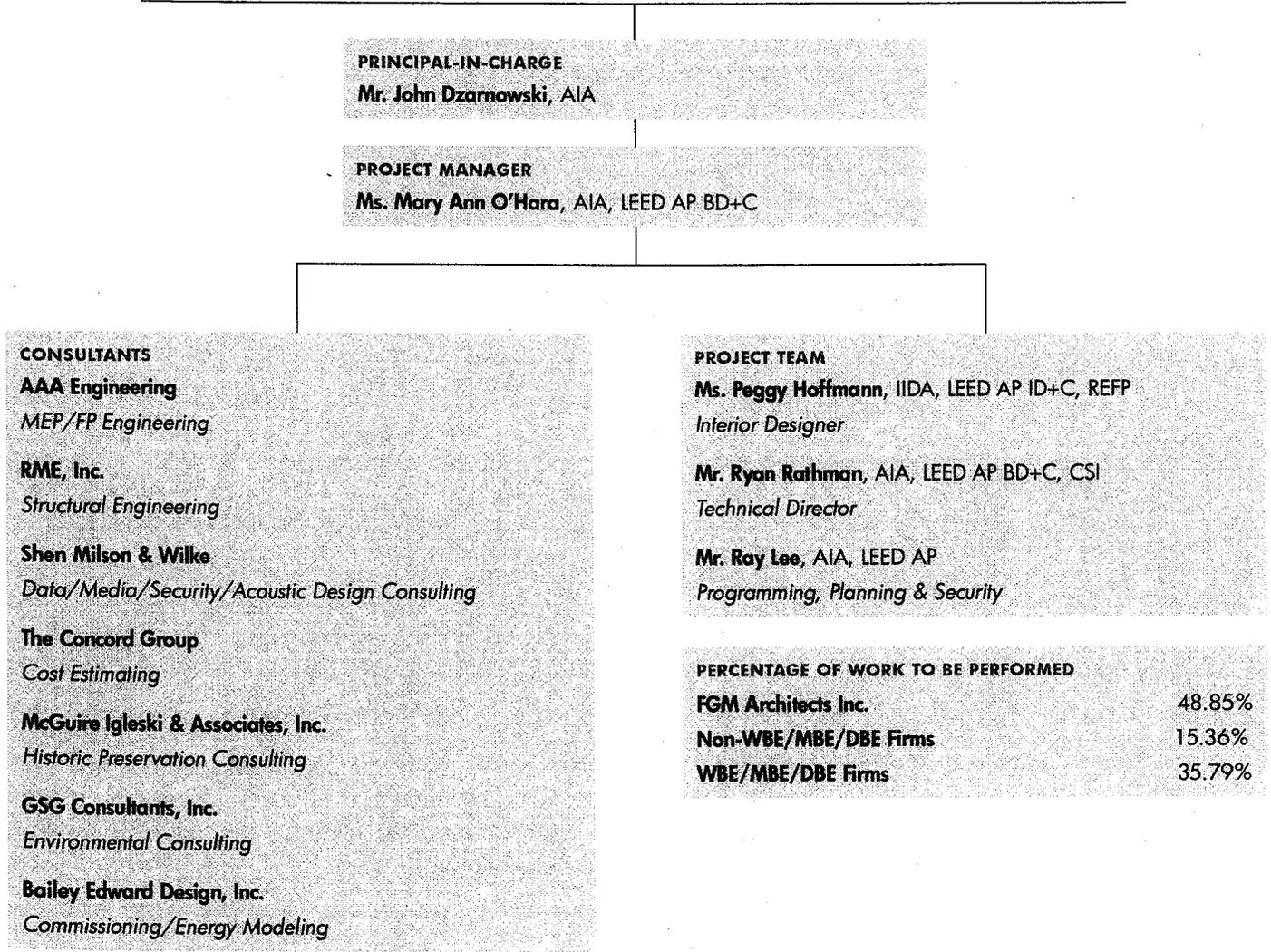
**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**

Proposer: FGM Architects Inc.

The Proposer will provide the following organizational chart in the order shown:

The Proposer must provide this information in flow chart format. The chart must be organized to show a) the specific role of the firm in the project; b) the percentage of overall work to be performed by the firm and; c) the percentage of WBE/MBE/DBE participation where applicable.

Cook County Administration, Stakeholders Staff and Community



**PART 6
KEY PERSONNEL**

SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10

Proposer: FGM Architects Inc.

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

I FIRM	II INDIVIDUAL'S NAME (ONLY)	III CURRENT TITLE	IV RESPONSIBILITY MATRIX (ASSIGNED POSITION & SUMMARY DESCRIPTION OF RESPONSIBILITIES FOR THIS PROJECT)	V POSITION (ARCH. / PE / STRUCT. / CIVIL / ELEC. / MGR. / EIT / ETC.)	VI STATE OF IL LICENSE OR REG. NO.	VII EST. % OF TOTAL TIME COMMITMENT	VIII HOURLY RATE
FGM Architects Inc.	John Dzarnowski	Principal & Director, Municipal & Recreation	Principal-in-Charge	Architecture	001-014484	20%	\$230
FGM Architects Inc.	Mary Ann O'Hara	Principal	Project Manager	Architecture	001-013293	80%	\$185
FGM Architects Inc.	Louise Kowalczyk	Principal	Project Designer	Architecture	N/A	10%	\$185
FGM Architects Inc.	Peggy Hoffman	Principal	Interior Designer	Architecture	N/A	40%	\$185
FGM Architects Inc.	Ryan Rathman	Senior Associate	Technical Director	Architecture	001-021216	20%	\$145
FGM Architects Inc.	Raymond Lee	Principal	Programming, Planning & Security	Architecture	001-013490	10%	\$185
AAA Engineering	Oren Skidelsky	Cheif Electrical Engineer	Lead Electrical Engineer	MEP/FP Engineering	062-053762	75%	\$70
AAA Engineering	Morris Lieberman	Senior Mechanical Engineer	Senior Mechanical Engineer	MEP/FP Engineering	062-052853	80%	\$64
AAA Engineering	John Mirabella	Senior Electrical Engineer	Project Manager/ Electrical Engineer	MEP/FP Engineering	N/A	75%	\$64
AAA Engineering	Alex Farekas	Electrical Engineer	Electrical Engineer	MEP/FP Engineering	062-041320	95%	\$53
RME, Inc.	Mohsen M. Farahany	Senior Vice President	Principal	Structural Engineering	N/A	10%	\$90
RME, Inc.	Adam Urbanek	Senior Engineer	BIM Manager	Structural Engineering	N/A	30%	\$55
RME, Inc.	John P. Belmonte	Project Structural Engineer	Project Structural Engineer	Structural Engineering	N/A	20%	\$45
Shen Milson & Wilke	Randy S. Tritz	Partner	Principal-in-Charge	Data/Media/ Security/Acoustic Design	N/A	15%	\$93
Shen Milson & Wilke	Justin Boberg	Associate Principal	Security Consultant	Data/Media/ Security/Acoustic Design	N/A	25%	\$57

**PART 6
KEY PERSONNEL**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**

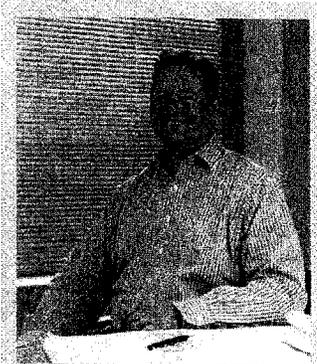
Shen Milson & Wilke	Erik J. Ryerson	Senior Associate	Acoustical Consultant	Data/Media/Security/Acoustic Design	N/A	25%	\$57
Shen Milson & Wilke	Michael Roering	Senior Associate	Information Technology Consultant	Data/Media/Security/Acoustic Design	N/A	20%	\$57
Shen Milson & Wilke	Erik J. Geiger	Senior Associate	Audiovisual Consultant	Data/Media/Security/Acoustic Design	N/A	20%	\$57
The Concord Group	Eamon Ryan	Senior Vice President	Principal	Cost Estimating	N/A	10%	\$204.32
The Concord Group	Maurizio Magalli	Vice President	Senior MEP Cost Estimator	Cost Estimating	N/A	25%	\$152.62
The Concord Group	John Tilleman	Vice President	Senior Cost Estimator	Cost Estimating	N/A	50%	\$134.60
The Concord Group	Seamus Wallace	Cost Estimator	Cost Estimator	Cost Estimating	N/A	80%	\$96.15
McGuire Igleski & Associates, Inc.	Anne McGuire	Principal	Principal-in-Charge	Historic Preservation	001-010263	60%	\$61.00
McGuire Igleski & Associates, Inc.	Amy E. Gauen	Project Architect	Project Architect	Historic Preservation	N/A	30%	\$32.12
GSG Consultants, Inc.	Arturo Saenz	Vice President	Principal	Environmental	IDPH 005044	15%	\$72.50
GSG Consultants, Inc.	Jigar M. Shah	Senior Industrial Hygienist	Senior Industrial Hygienist	Environmental	IDPH 012825	35%	\$34.25
GSG Consultants, Inc.	Michael Holvay	Senior Project Manager	Senior Project Manager	Environmental	N/A	70%	\$34.25


SIGNATURE

April 15, 2015
DATE

**PART 6
KEY PERSONNEL**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**



John has been working with local government communities and those that lead them for more than 25 years.

CONTACT JOHN

630.368.8319 phone
johnd@fgmarchitects.com

NOTABLE RECOGNITION

Illinois Park & Recreation Association
2014 Outstanding Facility Award,
Centennial Aquatic Center, Park
Ridge, Illinois

Aquatics International

2010 Dream Design Award, Paradise
Bay Water Park, Lombard, Illinois

THOUGHT LEADERSHIP

American Institute of Architects,
Past President (Northeast Illinois
Chapter)

Illinois Association of Park
Districts

National Recreation & Park
Association

Midwest Institute of Park
Executives

* Project completed while John was affiliated with another firm or institution

PROJECT ROLE

John will lead Cook County as the Principal-in-Charge.

EDUCATION

B. of Architecture, University of Detroit, 1988

CERTIFICATIONS

Licensed Architect
Illinois, 1992

JOHN DZARNOWSKI, AIA

PRINCIPAL & DIRECTOR, MUNICIPAL & RECREATION / PRINCIPAL-IN-CHARGE

John brings his clients experience with a strong emphasis on municipal and recreation facility projects. Through his involvement in a broad range of municipal project types, John offers signification functional, technical and aesthetic elements which define a successful project. His strong leadership and management skills, enhanced by his firsthand knowledge of the client-side of the municipal setting, makes him particularly adept at fostering a collaborative, consensus-building approach to the design and construction of municipal facilities.

SELECT EXPERIENCE

DuPage Mayors & Managers Conference, Oak Brook, Illinois *

- Addition & Remodeling *

DuPage County Health Department, Various Locations *

- Addison Group Home, Addison, Illinois *
- West Public Health Center, Wheaton, Illinois *
- DuPage County Health Department, Finley Road * Campus, Lombard, Illinois *

Village of Godley/Corporate Construction Services, Godley, Illinois

- Water Treatment/Maintenance Facility Building

Village of Lincolnwood, Lincolnwood, Illinois

- Public Works Yard Expansion

City of Oakbrook Terrace, Oakbrook Terrace, Illinois

- Public Works Maintenance Facility
- City Facilities Concepts

Village of Oswego, Oswego, Illinois *

- Well Houses 2, 3, 5, 7, 8, 9 & 10 *

Village of River Forest, River Forest, Illinois

- Municipal Building Renovation

Village of New Lenox, New Lenox, Illinois

- Police Station

Village of Glendale Heights, Glendale Heights, Illinois

- New Police Station

City of Wheaton, Wheaton, Illinois *

- City Hall Annex Building *
- Public Works Facility Space Needs Assessment *
- Public Works Facility *
- Building & Engineering Department Remodeling *

Village of Downers Grove, Downers Grove, Illinois *

- Village Operations Center
- Civic Center Space Needs Analysis *

City of Warrenville, Warrenville, Illinois *

- Public Works Facility *
- Public Works Facility Space Needs Assessment *

Village of Arlington Heights, Arlington Heights, Illinois

- Arlington Heights Police Station Master Plan

Village of Bensenville, Bensenville Illinois

- Feasibility & Space Needs Analysis

Village of Elburn, Elburn, Illinois

- Elburn Police Department Space Needs Analysis

St. Charles Police Department, St. Charles, Illinois

- Police Station Study

**PART 6
KEY PERSONNEL**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**



Mary Ann has been working with local government communities and those that lead them for more than 30 years.

CONTACT MARY ANN
630.368.8326 phone
maryanno@fgmarchitects.com

NOTABLE RECOGNITION
American Public Works Association
Chicago Metropolitan Chapter
2010 Project of the Year Award,
Structures—\$25M–\$75M, John G. Woods Municipal Campus Project, Arlington Heights, Illinois

THOUGHT LEADERSHIP
American Institute of Architects
U.S. Green Building Council
Society of American Military Engineers
U.S. Army Corps of Engineers, Construction Quality Management for Contractors Construction Specifications Institute
National Council of Architectural Registration Boards
International Association of Chiefs of Police

PROJECT ROLE

Mary Ann will lead Cook County as the Project Manager.

EDUCATION

B. of Architecture in Design, University of Illinois at Chicago, 1986

CERTIFICATIONS

Licensed Architect Illinois, 1989
Licensed Interior Designer
LEED Accredited Professional BD+C

**MARY ANN O'HARA, AIA, LEED AP BD+C
PRINCIPAL / PROJECT MANAGER**

With 30 years of architectural experience including previous projects in which she has served in this capacity before, Mary Ann is skilld in the remodeling and addition of facilities as well as the design of new facilities. As Project Manager, she is involved in setting project goals, creating project schedules and coordinating the work of FGM's consultants. She is committed to supporting communities: "I live for the moment I realize I deeply care about a project—not because it's my job, but because I've fallen in love with the idea of it." She will see your project through from start to finish.

SELECT EXPERIENCE

Village of Arlington Heights, Arlington Heights, Illinois

- Arlington Heights Village Hall
- Arlington Heights Village Hall Study
- Arlington Heights Police Department Space Needs Analysis

U.S. Department of the Navy, Great Lakes, Illinois

- Great Lakes Building 236 Energy Repairs
- Great Lakes Design Build IDIQ MACC—Sampson Street Sewer Repair
- Great Lakes Building 3 Renovations
- Great Lakes Camp Porter Visitor's Center
- Rock Island Navy Operational Support Center
- Great Lakes Simulated Arms Marksmanship Trainer Facility
- Bachelor Enlisted Quarters 26 & 27 Historic Rehabilitation

- Forrestal Village Wholehouse Revitalization Phase 7 & 9
- Great Lakes Naval Station Building 179 Security Relocation

Village of Itasca, Itasca, Illinois

- Itasca Village Hall & Police Station

Huntley Park District, Huntley, Illinois

- Recreational, Educational & Cultural (REC) Center Addition & Renovations

City of Columbia, Columbia, Illinois

- Columbia Public Safety Space Needs Analysis

Village of Wheeling, Wheeling, Illinois

- Comprehensive Space Needs Analysis

City of Countryside, Countryside, Illinois

- Countryside Police & Communications Center Concepts
- Municipal Complex Space Needs Analysis
- Peck Property Space Needs Analysis

Village of East Dundee, East Dundee, Illinois

- East Dundee Police & Village Hall Space Needs Analysis
- East Dundee Summit School Existing Facility Study

Village of Elburn, Elburn, Illinois

- Elburn Police Department Space Needs Analysis

Village of Huntley, Huntley, Illinois

- Huntley Village Hall Space Needs Analysis
- Huntley Police Station Space Needs Analysis

City of Wentzville, Wentzville, Missouri

- Wentzville City Hall & Public Works Facility Study

City of Wood River, Wood River, Illinois

- Master Plan
- Space Needs Analysis

Kendall County, Yorkville, Illinois

- Kendall County Jail Expansion & Renovations

**PART 6
KEY PERSONNEL**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**



Louise has been working with local government communities and those that lead them for more than 29 years.

CONTACT LOUISE
630.574.8713 phone
louisek@fgmarchitects.com

THOUGHT LEADERSHIP
American Institute of Architects
U.S. Green Building Council
Association of Licensed Architects

* Project completed while Louise was affiliated with another firm or institution

PROJECT ROLE

Louise will lead Cook County as the Project Designer.

EDUCATION

B. of Architecture, University of Illinois at Chicago, 1985

CERTIFICATIONS

Licensed Architect Illinois, 1989
LEED Accredited Professional

**LOUISE KOWALCZYK, AIA, LEED AP
PRINCIPAL / PROJECT DESIGNER**

Louise has experience in the design and construction of municipal, fire service, public safety, recreational, educational and library facilities. She has outstanding planning and design talents, particularly in developing unique, attractive exterior building elevations and interior color and material schemes. Louise believes in creating striking exteriors that complement their surroundings. Functionality and facility longevity are always top priorities in her designs. She works very closely with the client and elicits their ideas to ensure their vision and needs perfectly match the design.

SELECT EXPERIENCE

Village of Glendale Heights, Glendale Heights, Illinois

- Civic Center Renovation
- Police Station

Village of Lakemoor, Lakemoor, Illinois

- Village Hall/Police Station

Village of Manhattan, Manhattan, Illinois

- Police Station/Village Hall Renovation & Addition

Village of Wheeling, Wheeling, Illinois *

- Village Hall *

Village of Harwood Heights, Harwood Heights, Illinois *

- Police/Village Hall Complex *

City of McHenry, McHenry, Illinois

- Municipal Campus Space Needs Analysis

Village of Matteson, Matteson, Illinois

- Village Hall Board Room & Police Station Exterior Renovation

Village of Arlington Heights, Arlington Heights, Illinois

- Police Station Feasibility Study & Space Needs Analysis

Village of New Lenox, New Lenox, Illinois

- Police Station

Northwestern University, Evanston, Illinois

- University Police Relocation

Village of Skokie, Skokie, Illinois *

- Police Station *

Village of Orland Park, Orland Park, Illinois *

- Police Station *

Village of Bensenville, Bensenville Illinois

- Feasibility & Space Needs Analysis
- Police Station

City of Cape Girardeau, Cape Girardeau, Missouri

- Police Space Needs Study

City of Chicago Heights, Chicago Heights, Illinois *

- Police 911 Center Expansion *

City of Des Plaines, Des Plaines, Illinois *

- 911 Communication Center *
- Police Station Preliminary Design Study *

City of Highland Park, Highland Park, Illinois *

- Police Station *

Village of Franklin Park, Franklin Park, Illinois

- Police Station

Village of Glenview, Glenview, Illinois *

- Police Station *

City of Lincoln, Lincoln, Illinois

- Police/Fire Headquarters & Station

Village of Morton Grove, Morton Grove, Illinois

- Police Station Master Plan

Village of Northbrook, Northbrook, Illinois *

- Police Station Addition/Remodeling *

Village of Palatine, Palatine, Illinois *

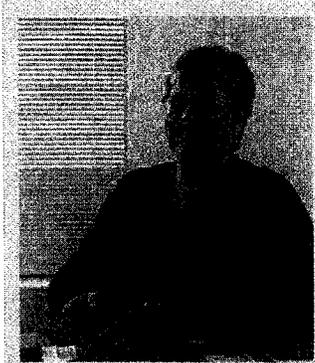
- Police Station *

Village of South Barrington, South Barrington, Illinois

- Police Design Assistance

PART 6 KEY PERSONNEL

SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10



Peggy has been working with local government communities and those that lead them for more than 24 years.

CONTACT PEGGY

630.574.8728 phone
peggyh@fgmarchitects.com

NOTABLE RECOGNITION

**American Public Works Association
Chicago Metropolitan Chapter**
2010 Project of the Year Award,
Structures—\$25M–\$75M, John G.
Woods Municipal Campus Project,
Arlington Heights, Illinois

**American Public Works Association
Suburban Branch of the Chicago
Metro Chapter**

2009 Project of the Year Award,
Structures—\$25M–\$75M, John G.
Woods Municipal Campus Project,
Arlington Heights, Illinois

THOUGHT LEADERSHIP

International Interior Designers
Association

U.S. Green Building Council

Recognized Educational
Facility Professional—Council
of Educational Facility Planners
International

PROJECT ROLE

Peggy will lead Cook County as the Interior Designer.

EDUCATION

B. of Architecture, University of Cincinnati, 1988

CERTIFICATIONS

Licensed Interior Designer
Illinois, 2009
LEED Accredited Professional
ID+C

PEGGY HOFFMAN, IIDA, LEED AP ID+C, REFP PRINCIPAL / INTERIOR DESIGNER

Peggy is experienced in all phases of design with an emphasis on interior design, space planning, programming and furniture. Her responsibilities include establishing the design direction of interior design concepts and the selection of appropriate colors, materials, furniture and lighting. She works with the Design Director to ensure that each project fulfills the unique needs of each client. Peggy has a unique ability to design spaces that provide a comfortable and welcoming environment for students, teachers and the community.

SELECT EXPERIENCE

Village of Arlington Heights, Arlington Heights, Illinois

- Arlington Heights Village Hall Study
- Arlington Heights Village Hall

Village of New Lenox, New Lenox, Illinois

- New Lenox Village Hall

Village of River Forest, River Forest, Illinois

- Municipal Building Upgrades

Village of Manhattan, Manhattan, Illinois

- Manhattan Village Hall
- Manhattan Police Department

U.S. Department of the Navy, Great Lakes, Illinois

- Fort Sheridan Bachelor Officer Quarters Condo Conversion
- NAVSTA Building 2A Lobby Design
- Rock Island Navy Operational Support Center

Bloomington Park District, Bloomington, Illinois

- Johnston Recreation Center Interior Renovation

ALDI, Inc., Batavia, Illinois

- Aldi Corporate Headquarters Expansion

Cicero Elementary School District 99, Cicero, Illinois

- Administration & Testing Center Renovation

Northwestern University, Evanston, Illinois

- Center for Public Safety Renovation
- Center for Public Safety Reception Renovation
- Design Standards
- Executive Master's Program Office Renovation

Village of Wheeling, Wheeling, Illinois

- Wheeling Public Works Facility
- Comprehensive Space Needs Analysis

Huntley Park District, Huntley, Illinois

- Recreational, Educational & Cultural (REC) Center Addition & Renovations

Oak Park Public Library, Oak Park, Illinois

- Maze Branch Addition

University of Illinois at Chicago, Chicago, Illinois

- University of Illinois Alumni Association Village Townhouse

**PART 6
KEY PERSONNEL**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**



Ryan has been working with local government communities and those that lead them for more than ten years.

CONTACT RYAN
630.574.8721 phone
ryann@fgmarchitects.com

THOUGHT LEADERSHIP
American Institute of Architects
Construction Specifications
Institute, Former Northern Illinois
Board Member
U.S. Green Building Council

* Project completed while Ryan was affiliated with another firm or institution

PROJECT ROLE

Ryan will lead Cook County as the Technical Director.

EDUCATION

M. Architecture—Structures,
University of Illinois at Urbana-
Champaign, 2005
B.S. in Architectural Studies,
University of Illinois at Urbana-
Champaign, 2003

CERTIFICATIONS

Licensed Architect
Illinois, 2011
LEED Accredited Professional
BD+C
Certified Pool Operator

**RYAN RATHMAN, AIA, LEED AP BD+C, CSI
SENIOR ASSOCIATE / TECHNICAL DIRECTOR**

Ryan has distinguished himself as someone who has a great deal of passion for building construction, thoughtful and practical design and achieving the highest levels of excellence in everything he does. His years of architecture experience, background and practice, combined with summers he spent working as a construction laborer, provide him the ability to understand the needs of a project from the perspective of both the architect and the builder. Due to his structures background, Ryan's abilities in document development and construction observation are particularly strong.

SELECT EXPERIENCE

Village of Matteson, Matteson, Illinois

- Village Hall/Police Station Remodel (Construction Administration)

Village of Arlington Heights, Arlington Heights, Illinois

- Police Station Exterior Renovation Design
- Feasibility Study & Space Needs Analysis

Northwestern University, Evanston, Illinois

- University Police Relocation
- Housing Study

Village of Orland Park, Orland Park, Illinois *

- Police Station *

City of Duluth, Duluth, Minnesota *

- Police Station *

Village of Franklin Park, Franklin Park, Illinois

- Police Station Master Plan *

Village of Glenview, Glenview, Illinois

- Police Station *

City of Highland Park, Highland Park, Illinois *

- Police Station *

Village of Hoffman Estates, Hoffman Estates, Illinois *

- Police Station *

Village of Montgomery, Montgomery, Illinois *

- Village Hall Design Competition *

Village of Mundelein, Mundelein, Illinois *

- Village Hall Anatol Study *

Village of Palatine, Palatine, Illinois

- Police Station

Village of Round Lake, Round Lake, Illinois *

- Police & Public Works Complex *

Village of Streamwood, Streamwood, Illinois *

- Police Station *

Village of Lincolnwood, Lincolnwood, Illinois

- Public Works Yard Expansion

PART 6 KEY PERSONNEL

SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10



Ray has been working with local government communities and those that lead them for more than 29 years.

CONTACT RAY

630.574.8711 phone
rayl@fgmarchitects.com

THOUGHT LEADERSHIP

International Association of Chiefs of Police
International CPTED Association
Illinois Association of Park Districts
National Recreation & Park Association
American Institute of Architects
Construction Specifications Institute
U.S. Green Building Council

* Project completed while Ray was affiliated with another firm or institution

PROJECT ROLE

Ray will lead Cook County in programming, planning and security.

EDUCATION

B. of Architecture, University of Illinois at Chicago, 1985

CERTIFICATIONS

Licensed Architect Illinois, 1990
LEED Accredited Professional

RAY LEE, AIA, LEED AP

PRINCIPAL / PROGRAMMING, PLANNING & SECURITY

Ray has experience specializing in the design and construction of municipal, public safety, recreation and library facilities. His professional experience encompasses village halls, police stations, fire stations, recreation facilities and library projects. He is a superb cost estimator recognized for his knowledge of cost components, accuracy, developing the firm's estimating process and his cost control abilities. These skills help to maximize a client's budget. Additionally, he has knowledge of building materials, systems and products.

SELECT EXPERIENCE

Village of Glendale Heights, Glendale Heights, Illinois

- Civic Center Renovation
- Police Station
- Police Station Study *

Village of Elk Grove, Elk Grove Village, Illinois *

- Administration & Public Safety Complex *

Village of Arlington Heights, Arlington Heights, Illinois

- Feasibility Study & Space Needs Analysis

Village of New Lenox, New Lenox, Illinois

- Police Station

Village of Addison, Addison, Illinois *

- Police Communication Center Renovation *

Northwestern University, Evanston, Illinois

- University Police Relocation

Village of Skokie, Skokie, Illinois

- Police Station Space Needs Study & Site Selection Analysis *
- Police Station (Major Renovation of Existing Building) *

Village of Orland Park, Orland Park, Illinois

- Police Station (Major Renovation of Existing Building) *
- Police Back Up Dispatch & Emergency Operations Center Study

Village of Bensenville, Bensenville Illinois

- Feasibility & Space Needs Analysis
- Police Station

City of Chicago Heights, Chicago Heights, Illinois *

- Master Plan *
- 911 Center Internal Relocation & Renovation *

City of Des Plaines, Des Plaines, Illinois *

- Police Station Preliminary Design *
- 911 Communications Center Expansion & Renovation *

DuPage Public Safety Communications (DU-COMM), Glendale Heights, Illinois

- Back-Up Dispatch Facility Space Needs Study *

City of Edwardsville, Edwardsville, Illinois

- Police & Fire Pre-Design Services

Village of Elmhurst, Elmhurst, Illinois

- Public Works Master Plan

Village of Franklin Park, Franklin Park, Illinois

- Police Station Master Plan *
- Police Station

City of Farmington, Farmington, Missouri

- Feasibility Study of Improvements for Library, Police Station, Senior Center, City Hall, Civic Center & Aquatic Center

City of Cape Girardeau, Cape Girardeau, Missouri

- Police Space Needs Study

City of Duluth, Duluth, Minnesota

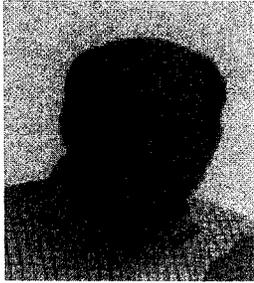
- Police Station *

**PART 6
KEY PERSONNEL**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**



**Oren Skidelsky, P.E., Chief Electrical Engineer
Project Role: Lead Electrical Engineer**



EDUCATION

B.S. Electrical Engineering,
University of Illinois
Chicago, IL
June 1992

PROFESSIONAL EXPERIENCE

AAA Engineering
Senior Electrical/Communication
Engineer
Senior Electrical Engineer
2009-

OSA Engineers, P.C.
Senior Electrical/Communication
Engineer
President
2003 - 2009

City of Chicago
Chicago Dept. of Transportation
Bureau of Bridges and Transit
Head Electrical Engineer
1997 - 2003

CTE Engineers.
Design Electrical Engineer
Chicago, IL
1993- 1997

RELATED EXPERIENCE

Chicago Building Department

Consulted to Electrical Department Electrical plan reviewers and inspectors after implementation of the new Chicago Electrical Code 2000, and consulted on modifications to new Electrical Codes issues which were enforced in 2001

Chicago Housing Authority (CHA)

Recommended by Chief Electrical Inspector for the City of Chicago, and hired by CHA. Brought in to solve electrical failures which occurred during installation and to resolve electrical construction disputes between engineering firms and contractor. Electrical engineer for the maintenance arm of the CHA.

Head Electrical Engineer for Chicago Department of Transportation(1996-2003)

Responsible for all electrical design and construction issues on bridges, transit and roadway projects. Responsibilities included when required for project:

- Reviewed, designed and was responsible for the power, lighting, communications, and fire alarm systems.
- Review of contract plans and specification prepared by outside consultants.
- Supervision and guidance of outside consultants and contractor work.
- Coordination of ongoing design and construction issues with architectural and engineering disciplines, Metra, CTA, Illinois Department of Transportation, City of Chicago and Government Departments (such as Department of Electrical Operations-DOEO).
- Electrical equipment selection and specification. Development of design criteria.
- Consultant qualification review and recommendation to management.
- Review and approve equipment shop drawings.
- Prepare and/or coordinate studies, estimates and solutions to electrical construction problems and make recommendations to project management.
- Electrical engineering and construction cost estimates.

PROJECTS

Building Projects

- Chicago Department of Transportation
 - 31st Street Bureau Trade Shops
 - Chicago Marine Safety Station
- Office Buildings
 - USCAN, Elgin IL JFMC Facilities Corporation-Chicago, IL
 - 87th and Greenwood, Chicago, IL
 - New office space-6865 North Lincoln Ave, Lincolnwood, IL
 - Dearborn Center High Rise, Chicago, IL
 - Season's Hospice and Palliative Care, Des Plaines, IL
- Industrial/Commercial
 - Northern Trust Bank, Highland Park, IL

**PART 6
KEY PERSONNEL**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**



**Oren Skidelsky, P.E., Chief Electrical Engineer
Project Role: Lead Electrical Engineer**

<p>REGISTRATIONS</p> <p>Professional Engineer State of Illinois State of Indiana State of Maryland State of Missouri State of North Carolina State of Pennsylvania State of Wisconsin</p> <p>PROFESSIONAL AFFILIATIONS</p> <p>Heavy Movable Structures (HMS) Institute of Electrical & Electronics Engineers (IEEE) Electric Association, Consulting Engineers' Division (CEE) National Fire Protection Association (NFPA) National Council of Examiners for Engineering and Surveying (NCEES) Illuminating Engineering Society (IES) American Council of Engineering Companies of Illinois and National Organization (ACEC) American Roadway Engineering and Maintenance-of-Way Association (AREMA) Construction Management Association of America (CMAA) Illinois Society of Professional Engineers (ISPE) National Society of Professional Engineers (NSPE)</p>	<ul style="list-style-type: none"> o Edlong Flavors, Elk Grove Village, IL o Mercedes Dealership, Chicago, IL o U-Store-IT Facility, Blue Island, IL o U-Store IT Facility, Chicago, IL o Mauro Sewer Construction, Des Plaines, IL o KDA Kitchens /Building Plumbers Supply, Milwaukee, WI o Mercedes Benz of Chicago-Maintenance Facility, Chicago, IL <p>➤ Educational/Worship</p> <ul style="list-style-type: none"> o Ida Crown Academy o School of the Art Institute, Chicago, IL o Prologue School, Chicago, IL o Montessori Elementary School Hoffman Estates, IL o JFMC Facilities Corporation-Elanie Kersten Children's Center, Northbrook, IL o Hebrew Theological College, Skokie, IL o Arie Crown Day School, Skokie, IL o Cambodian Association of IL, Chicago, IL o Church of God in Christ, Chicago, IL o Adas Yeshurun Synagogue Addition, Chicago, IL o Sharei Tzedek Synagogue Renovation, Chicago, IL <p>Transit Projects</p> <p>➤ Chicago Transit Authority (CTA):</p> <ul style="list-style-type: none"> o CTA Red Purple Modernization - Phase 1 o CTA Seven Station Elevated Stations Red Line Rehabilitation o Washington/Wabash CTA Elevated Station o Peoria St. CTA Station Renovation o CTA Kimball, Princeton, and State Substation Rehabilitation o Milwaukee Blue Line Track Renewal o CTA Traction Power System Upgrades-Farwell, Armitage, Hill Substations o Traction Power Substation Capacity Improvements (Broadway, Clifton, East Lake, Milwaukee, and 79th/Perry Substations) o CTA Harrison Station Subway Rehabilitation o 98th Street Rail Shop Hoist Replacement o Clark/LaSalle Construction Management o Cermak Elevated Station Construction Management o CTA Climate Adaptation Pilot Project o 63rd Dan Ryan ADA Improvements o 63rd Harvard Temp Station o CTA State Street Subway Line, Subway Stations: Jackson/Van Buren, Division/Clark, Grand/State, Lake/Randolph, Randolph/Washington, Chicago/State, Madison/Washington, Adams/Monroe, Monroe/Madison, Congress/Van Buren, and Adams/Jackson. o CTA Dearborn Street Subway Line, Subway Stations: Washington/Dearborn, Dearborn/Jackson. o CTA Elevated Stations: Randolph/Wabash, Morgan/Lake o CTA Other Projects: CTA Transfer Tunnel at Roosevelt Road and State Street
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**PART 6
KEY PERSONNEL**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**



**Oren Skidelsky, P.E., Chief Electrical Engineer
Project Role: Lead Electrical Engineer**

	<ul style="list-style-type: none"> ➤ Metra: <ul style="list-style-type: none"> ○ 18th Street Yard Study <p><u>Roadway Projects</u></p> <ul style="list-style-type: none"> ➤ Illinois State Tollway Authority <ul style="list-style-type: none"> ○ Elgin O'Hare Western Access ○ Tollway plazas power and lighting design as well as I-PASS system implementation and development of installation standards. Examples of Plazas are Cermak, Road, Half Day Road and Irving Park Road ○ Reviewed and designed roadway lighting drawings and specifications (such as the I-88 extension). ➤ City of Chicago Roadway Projects <ul style="list-style-type: none"> ○ Upper/ Lower East-West Wacker Drive Reconstruction & Riverwalk Front, , Michigan Ave Roadway , Damen Avenue, Upper/ Lower North-South Wacker Drive Reconstruction. ○ Clark/LaSalle CTA Subway Station ○ Cermak CTA Elevated Station <p><u>Movable Bridges</u></p> <ul style="list-style-type: none"> ➤ City of Chicago Movable Bridge Design and Reconstruction Various Projects <ul style="list-style-type: none"> ○ Franklin Street Bridge ○ Adams Street Bridge and Viaduct ○ Grand Ave. Bridge ○ Wells Street Bascule Bridge Rehabilitation ○ Jackson St. Bridge ○ Lakeshore Drive Moveable Bridge Modifications ○ Kinzie Street Bridge Rehabilitation ○ Monroe Street Bridge Rehabilitation ○ Cermak Road Bridge Rehabilitation ○ Roosevelt Road Bridge Rehabilitation ○ Franklin/Orleans Street Bridge Rehabilitation ○ Torrence Avenue Vertical Lift Bridge Rehabilitation ➤ Illinois Department of Transportation <ul style="list-style-type: none"> ○ Congress Parkway Bridge over Chicago River South Branch Rehabilitation <p><u>Bridge Projects, Other</u></p> <ul style="list-style-type: none"> ➤ City of Chicago Bridge Projects, Other: <ul style="list-style-type: none"> ○ 95th Bridge Submarine Cable Replacement ○ Michigan Bridge Lighting ○ Columbus Bridge Art ○ Skyway Bridge Lighting <p><u>Viaduct Projects</u></p> <ul style="list-style-type: none"> ➤ City of Chicago Viaduct Projects <ul style="list-style-type: none"> ○ Jackson Blvd Viaduct , Monroe Street Viaduct, Skyway 75th - 79th Street Viaduct, Lake Shore Drive Pedestrian Viaduct at 47th Street
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**PART 6
KEY PERSONNEL**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**



**Oren Skidelsky, P.E., Chief Electrical Engineer
Project Role: Lead Electrical Engineer**

	<p><u>Streetscape Projects</u></p> <ul style="list-style-type: none">➤ City of Chicago Streetscape Projects<ul style="list-style-type: none">○ Riverwalk Gateway, Erie Terraces & Rush Street, Canal Port Riverwalk, Bryn Mawr Bike path, Carmen Avenue at Chicago River Riverwalk, Ronan Park Howard Street Streetscape- Paulina Street to Sheridan Road, Roosevelt Road Streetscape - Homan Avenue to Albany Avenue, Bloomingdale Trial Bike Path, Union Station Lighting Project.
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**PART 6
KEY PERSONNEL**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**



Morris Lieberman, P.E., Senior Mechanical Engineer
Project Role: Senior Mechanical Engineer



EDUCATION

BS, Mechanical Engineering
Illinois Institute of Technology
Chicago, IL 1992

PROFESSIONAL EXPERIENCE

AAA Engineering
Chicago, IL
Senior Associate Mechanical Engineer
2010 to Present

Irving, Lieberman and Associates
Des Plaines, IL

Senior Mechanical Engineer
1984-2010

REGISTRATIONS

PE, IL 1999

PROFESSIONAL AFFILIATIONS

American Society of Heating,
Refrigeration, Air Conditioning
Engineers (ASHRAE).
Illinois Society of Professional Engineer
(ISPE).
National Society of Professional
Engineers (NSPE).
National Fire Protection Association
(NFPA).

MAJOR PROJECTS INCLUDES:

City of Chicago, Department of Construction and Permit, Authorized Plan and Code Reviewer

Ida Crown Academy

- Design of mechanical, plumbing and fire protection systems

United States Postal Facilities, Carol Stream, IL.

Approximately 42 projects in needs of mechanical and plumbing revision.
Department of Energy (Fermilab), Batavia, Illinois.
Approximately 25 projects from new buildings to revision of existing buildings.
Mechanical, plumbing and fire protection.

United States Navy, Great Lakes, Illinois.

Approximately 10 projects, mostly revisions of existing mechanical and plumbing system within existing buildings on the Navy base.

United States Department of Veteran Affairs, North Chicago, IL.

Approximately 16 projects, mostly revisions of existing mechanical and plumbing system within buildings on the hospital campus.

United States Department of Veteran Affairs, Chicago, IL.

Approximately 13 projects, mostly revisions of existing mechanical and plumbing system within buildings on the hospital campus.

United States Department of Veteran Affairs, Hines, IL.

Approximately 8 projects, mostly revisions of existing mechanical and plumbing system within buildings on the hospital campus.

City of Evanston Fire Station #3, Evanston, Illinois.

Mechanical, plumbing and fire protection for the new building.

Festus Manor, Festus Missouri.

Mechanical and plumbing design and construction drawing for an addition to a nursing home.

Hancock Senior Living, Northbrook, IL.

Mechanical and plumbing design for construction drawings for an 8 story senior living building.

Apache Day Camp, Northbrook, IL

Mechanical and plumbing design and construction drawing for new day camp.

CTA Harrison Subway Station Rehabilitation, Chicago, IL

- Design of mechanical and plumbing systems.
- Coordinated ongoing design and construction issues

98th St. Rail Shop Hoist Replacement, Chicago IL

- Design of mechanical and plumbing systems.
- Equipment selection and specification

**PART 6
KEY PERSONNEL**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**



**Morris Lieberman, P.E., Senior Mechanical Engineer
Project Role: Senior Mechanical Engineer**

	<p><u>Peoria St. CTA Station Renovation</u></p> <ul style="list-style-type: none"> • Design of mechanical and plumbing systems. • Coordinated ongoing design and construction issue with architectural and engineering disciplines, CTA, City, and private entities. • Mechanical equipment selection and specification. <p><u>Seven Station CTA Elevated Stations red Line Rehabilitation, Chicago, IL</u></p> <ul style="list-style-type: none"> • Design of mechanical and plumbing systems • Mechanical equipment selection and specification <p><u>CTA 63rd Dan Ryan Accessibility Project, Chicago, IL</u></p> <ul style="list-style-type: none"> • Design of new and modifications to HVAC systems and pumping systems. • Mechanical and construction drawings and specifications <p><u>CTA 63rd & Harvard Temporary Elevated Station, Chicago, IL</u></p> <ul style="list-style-type: none"> • Design of Mechanical and Plumbing systems for a temporary CTA elevated station to help facilitate the Dan Ryan Construction (60% design halted, project cancelled) <p><u>Morgan/Lake CTA Elevated Station, Chicago, IL</u></p> <ul style="list-style-type: none"> • Mechanical and plumbing design for a new CTA elevated station • Coordinated ongoing design and construction issue with architectural and engineering disciplines, CTA, City, and private entities. • Mechanical equipment selection and specification. <p><u>Adams Street Bridge and Viaduct</u></p> <ul style="list-style-type: none"> • Responsible for Mechanical design for the bridge house and involved in the mechanical machinery of the bridge <p><u>Skyway NBIS Inspections and Reports</u></p> <ul style="list-style-type: none"> • Responsible for Inspections and Reports
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**PART 6
KEY PERSONNEL**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**



**John Mirabella, Senior Electrical Engineer
Project Role: Project manager/Electrical Engineer**



Education:

BS, Construction Engineering
Technology
Purdue University
Calumet
1995

AA, Architecture
Purdue University
Calumet
1986

Professional Experience:

AAA Engineering
Engineering Manager/Senior
Project Manager
2013-

Westin Engineering, Inc.
Engineering Manager/Senior
Project Manager
2007 - 2013

AECOM Engineers.
Project Electrical
Engineer/Senior Project
Manager
Chicago, IL
1995- 2007

Holabird & Root
Project Electrical Engineer
Chicago, IL
1992- 1995

Memberships:

PMI
AWWA
WEF
IES

Major Projects Include:

Building Projects

- o Ida Crown Academy
- o Skyway NBIS Inspections & Reports
- o Loyola University Law School, Water Tower Campus
- o Ameritech (formerly Illinois Bell Telephone), Corporate
- o Motorola Corporation, Corporate Headquarters
- o Motorola Corporation, Corporate Headquarters
- o Department of Veterans Affairs, West Side Medical Center
- o Moraine Valley Community College Performing Arts Center,
- o IBM Corporate Headquarter
- o Amoco Oil Corporate Headquarters
- o Takenaka Office & Warehouse
- o 1st Commonwealth Office
- o McKinley Library
- o Tinley Park Mental Health Center
- o Illinois Department of Transportation, I-55 Stevenson Expressway Reconstruction
- o Randolph Street Revitalization Program
- o City of Milwaukee Department of Public Works, Street Lighting Master Control System (SLMCS)
- o Pennsylvania Turnpike Commission, Mon/Fayette Expressway Uniontown to Brownsville Section 51E
- o Rehabilitation of the Division Street Bridge over the Calumet Saginaw Street and Bridge Lighting Design

Transit Projects

- o CTA Red Purple Modernization-Phase 1
- o Washington/Wabash CTA Elevated Station
- o Peoria St. CTA Station Renovation
- o CTA Harrison Subway Station Rehabilitation
- o 98th Street Rail Shop Hoist Replacement
- o Bloomington/Normal- Connect Transit
- o Metra, Metra 47th Street Train Wash Facility
- o City of Chicago Department of Transportation, Jackson/Van Buren State Street Subway Station Rehabilitation
- o City of Chicago Department of Transportation, State Street Subway Renovation Project
- o The Port Authority of New York and New Jersey, Center Avenue Bridge Rehabilitation
- o Town of Westport, Westport Railroad Station Rehabilitation
- o City of New York, Port Authority, Bayonne Bridge Parking Lot
- o Detroit Transportation Company, Detroit People Mover

Movable Bridge Projects

- o Franklin Street Bridge
- o Adams Street Bridge and Viaduct
- o Grand Ave. Bridge
- o Connecticut Department of Transportation, Saugatuck River

**PART 6
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**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**



**John Mirabella, Senior Electrical Engineer
Project Role: Project manager/Electrical Engineer**

	<p>Addition of Standby Power</p> <ul style="list-style-type: none">○ City of Chicago Department of Water, Southwest Pumping Station Standby Generators and Replacement of Switchgear○ City of Chicago Department of Water, Jardine Water Purification Plant and South Water Purification Plant Chlorine Emergency Evacuation P.A. System○ City of Chicago Department of Water, Mayfair Pumping Station Switchgear Replacement○ City of Chicago Department of Water Management, Roseland Pumping Station○ City of Clinton, Clinton Raw Sewage Treatment Plant, Headworks Improvement Project
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**PART 6
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**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**

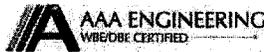


**John Mirabella, Senior Electrical Engineer
Project Role: Project manager/Electrical Engineer**

	<ul style="list-style-type: none"> ○ Bridge Rehabilitation ○ The Port Authority of New York and New Jersey, Arthur Kill Vertical Lift Bridge Rehabilitation ○ City of Chicago Department of Transportation, 106th Street Bascule Bridge Rehabilitation ○ Ferrysburg Swing Bridge and St. Joseph Swing Bridge, CSX Railroad Swing Bridges ○ Michigan Department of Transportation, US-23 Bascule Bridge Over Cheboygan River ○ Cermak Road Bascule Bridge Rehabilitation Project <p>Aviation Projects</p> <ul style="list-style-type: none"> ○ O'Hare T5 GSE Battery and UPS Upgrades ○ City of Chicago, O'Hare Airport Transit System ○ Dupage Airport Authority, Dupage Airport Landside Lighting Study and Report ○ City of Chicago Department of Aviation, Midway Airport New Lighting Control Vault ○ O'Hare International Airport <p>Water/Wastewater Projects</p> <ul style="list-style-type: none"> ○ Metropolitan Water Reclamation District of Greater Chicago, Stickney Water Reclamation Plant – I&C and DCS Additions, Sludge Thickening Project ○ Metropolitan Water Reclamation District of Greater Chicago, O'Brien Water Reclamation Plant Disinfection Facilities ○ Regional Municipality of Durham Water, Professional Engineering Services for Water SCADA Upgrade and Integration, Region of Durham ○ City of Chicago Department of Water Management, SCADA Standardization and Integration Plan ○ Hampton Roads Sanitation District, Interceptor SCADA System Upgrade ○ Metropolitan Water Reclamation District of Greater Chicago, Stickney Water Reclamation Plant – I&C and DCS Additions, Sludge Thickening Project ○ DuPage Water Commission, Lexington Pumping Station Photovoltaic Project ○ DuPage Water Commission, Lexington Pumping Station Standby Generator Project ○ City of Chicago Department of Water Management, System Integrator Services for the Replacement of the Pumping Station Supervisory Control and Data Acquisition (SCADA) System ○ City of Chicago Department of Water Management, Process SCADA System, Computer Maintenance and Support Services ○ City of Chicago Department of Water Management, Springfield Avenue Pumping Station ○ City of Chicago Department of Water Management, South Water Purification Plant Replacement of Switchgear and
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**PART 6
KEY PERSONNEL**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**



**Alex Farekas, P.E., Electrical Engineer
Project Role: Electrical Engineer**



EDUCATION

B.S. Electrical Engineering,
Illinois Institute of Technology
Chicago, IL
June 1977

PROFESSIONAL EXPERIENCE

AAA Engineering
Electrical Engineer
2010-

Farekas Engineering Group Inc.
Project Electrical Engineer 1986
- 2010

Hanrath, Sente and Rubel
Project Electrical Engineer
1984 - 1986

Illinois Power Co.
Electrical Engineer
1983-1984

Negev Airbase Constructors
Electrical Engineer
1980 - 1983

Burns and McDonnell
Electrical Engineer
1979-1980

Sargent and Lundy
Electrical Engineer
1977 - 1979

REGISTRATIONS

Professional Engineer
State of Illinois

RELATED EXPERIENCE

- Responsibilities include:
- o Designed the power, lighting, and control systems.
 - o Designed the communication systems and upgrades to various stations with a new ADA compliant public address system
 - o Coordination of ongoing design issues with architectural and engineering disciplines,
 - o Electrical and communication equipment selection and specification.
 - o Prepare and/or coordinate electrical studies and estimates.

PROJECTS

BUILDING PROJECTS

- > Facilities
 - o Ida Crown Academy
 - o Chicago Public School-Rogers
 - o Chicago Public School-Yale
 - o Yeshivas Darchei Torah School
 - o Midwest Center for Green Technology
 - o Chelsea Habita Hotel
 - o Chicago Hilton and Towers
 - o Doubletree Hotel Tarrytown
 - o Hilton Anchorage
 - o New York Hilton and Towers
 - o Oak Brook Marriot

TRANSIT PROJECTS

- > Chicago Transit Authority (CTA)
 - o CTA Red Purple Modernization-Phase 1
 - o Kimball, Princeton, and State Substation Rehabilitation
 - o Milwaukee Blue Line Track Renewal
 - o CTA Seven Station Elevated Stations Red Line Rehabilitation
 - o Peoria St. CTA Station Renovation
 - o CTA Harrison Subway Station Rehabilitation
 - o 98th Street Rail Shop Hoist Replacement
 - o Washington/Wabash CTA Elevated Station
 - o 63rd and Dan Ryan Accessibility Project
 - o 63rd and Harvard Temporary Station
 - o LaSalle/Clark/Division Red Line Station Project
- > Bloomington/Normal-Connect Transit

Movable Bridges

- > City of Chicago Movable Bridges
 - o Wells Street Bascule Bridge-Design
 - o Adams Street Viaduct and Bascule Bridge-Design, CM
 - o Grand Ave. Bridge-Design

Other Major Projects

Airports:
United Terminal Ohare, Chicago, IL
Ovda Airbase, Negev, Israel

PART 6 KEY PERSONNEL

SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10

Structural Engineering / Civil Engineering + Construction Management

Mohsen M. Farahany, SE, PE
Principal

RME

Education
MS in Civil Engineering, University of Texas at Austin, 1983
BS in Civil Engineering, Portland State University, 1981

Employment History
Rubinos & Mesia Engineers, Inc., (RME), Senior Vice President, Aug, 1990 - Present
Sargent & Lundy Engineers, Inc., 1983 to 1990

Experience

Mr. Farahany has more than 31 years of experience in variety of projects. He is a proven manager with responsibility for project management from inception through completion. He has an extensive background in all phases of projects from schematic design to construction phase in Housing, Educational, Commercial, Public, Transportation and Airport Facilities. He has managed major projects as a prime with several national/international companies as sub-consultant.

Related Projects

UIUC - ILLINI UNION INFRASTRUCTURE REPAIRS, PHASE II. Principal / Sr. Project Manager. RME provided Structural Engineering services for the design and evaluation or reinforcement of the attic floor to install three new AHU units in the building attic. RME developed technical specifications and drawing sheets for inclusion by ESD in the construction documents set.

UIUC - ALTGELD HALL & ILLINI HALL RENOVATION FEASIBILITY STUDY Principal / QA/QC. Provided Structural engineering services. The team conducted a feasibility study and concept design to explore redevelopment strategies that would restore these two historic buildings to a level consistent with a world class academic institution. The two buildings primarily services the Department of Mathematics with a large lecture hall, library, meeting / collaboration spaces and instructional / classroom facilities. Altgeld Hall is listed on the National Register of Historic Places and Illini Hall is considered eligible for registration.

THE UNIVERSITY OF CHICAGO - MANDELL HALL ARCHITECTURAL RENOVATIONS. Principal / Sr. Project Manager. Responsible for aiding the Architectural team in evaluating the structure and identifying any structural deterioration. Will develop details for the structural repairs and provide quantities for the cost estimates of the repairs.

UIUC - EDUCATION BUILDING EXTERIOR REPAIR AND GROUND FLOOR RENOVATION. Principal / QA/QC. Provided Structural Engineering Services. Scope of work was to identify the cause of the leakage thru the slab and evaluate the degree of structural deterioration.

Registered Professional Engineer
No. 1528-14445



THE UNIVERSITY OF CHICAGO LABORATORY SCHOOL GORDON PARKS ARTS WING EXPANSION / RENOVATION Senior Project Manager. Providing structural engineering services including services during construction for this building. The proposed 3 story education and assembly building will be approximately 74,700 sq. ft. featuring separate auditorium and theater spaces. The proposed structure is to be cast in place concrete floors and a roof structure of composite steel and concrete beams. The floors are primarily flat plate construction spanning up to 30 feet. The auditorium and theater roofs will utilize steel trusses spanning 60 feet. The structure will be supported by caissons, with grade beams and mats below bearing walls and shaft walls.

THE UNIVERSITY OF CHICAGO - LABORATORY SCHOOL RENOVATION Senior Project Manager. Providing Structural Engineering Services during construction for this building. The project consists of structural renovation of 313,000sq ft of space for educational needs and upgrade of mechanical systems. The existing structure is comprised of several buildings constructed in the early and mid 1900's of various structural systems. Structural renovations will include reinforcing of floors and roofs for new mechanical equipment and modifications of existing structure to accommodate new piping and ductwork.

TRINITY CHRISTIAN COLLEGE, THEATER AND ARTS BUILDING. Project Manager. Provided structural and civil engineering services for the preparation of construction documents and specifications. Prepared Demolition Plan, Geometric and Paving Plan, Grading Plan, Utility Plan and Profile, General Notes and Details, Civil/Site design

**PART 6
KEY PERSONNEL**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**

Structural Engineering / Civil Engineering + Construction Management

John P. Belmonte, S.E., P.E.
Project Structural Engineer



Education

B.S. in Civil Engineering, University of Wisconsin, Madison, WI, 1973

Employment History

Rubinos & Mesia Engineers, Inc., Structural Engineer, 5/1996 - Present
Strass-Maguire & Associates, Inc., Structural Engineer, 7/1992 - 4/1995
Barry A. Goldberg & Company, Structural Engineer, 7/1990 - 7/1992
GMBE International, Inc., Structural Engineer, 1/1990 - 7/1990
Engineering, Management, Consulting Services, Inc., 8/1985 - 7/1988

Experience

Mr. Belmonte has more than 40 years of experience as a structural engineer. His skills have been applied to industrial, commercial, institutional and residential foundation and building design including structures within large scale waste water treatment plants. In addition to new structure design Mr. Belmonte has applied his extensive structural engineering experience in the evaluation and structural reinforcing of existing structures. In his position as a structural engineer Mr. Belmonte has served as a designer and coordinator with broad experience in taking projects from concept to completion. A thorough problem solver and analyst; proficient in formulating structural analysis and design calculations manually and on computer software, develops productive working relationships with colleagues and clients.

Related Projects

6 N. MICHIGAN AVENUE. Project Engineer. Responsible for all the structural rehabilitation and renovation of this 18 story building originally built in 1898. Scope of work consisted of:

- Existing foundation, columns and floor system evaluation for increased loads
- Structural design for the 4 new additional floors added
- Perform lateral analysis for the increased story height from 18 to 22 stories
- Structural reinforcing of the existing structure for gravity and lateral forces
- Evaluation of the existing flat tile arch floor system for added openings and reinforcing thereof
- Structural design of new vehicle ramp for access to the lower 5 floor tenant parking areas
- Structural design of new balconies
- Evaluation and redesign of the sidewalk vaulted framing system at ground level
- Exterior facade evaluation and restoration
- Project specifications and construction documents.

EVELYN EDWARDS MEDICAL CENTER - Chicago, IL. Senior Project Engineer. RME is the Structural Engineer for the Renovation of the Evelyn Edwards Medical Center. Evelyn Edwards Center is located at 2020 W. Roosevelt Road in Chicago, Illinois. The existing building is a 2 story structure with a partial basement, approximately 50 feet in width by 100 feet in length, along the North end of the building. First and second story heights are 10'-0" and 10'-3" respectively for a total building height of 20'-3". The structural aspect of this renovation

project consisted of two parts. The first being to remove existing stairs from the first to second floor and relocating the stairs to the South of their present location. Secondly, RME provided services to construct a new passenger elevator that will transport the building occupants to the second floor. The elevator's overrun projected above the roof.

ARGONNE NATIONAL LABORATORY X-RAY ROOM RENOVATIONS - Structural analysis and design for wall system to stabilize and laterally support URS PLUS X-Ray equipment.

ARGONNE NATIONAL LABORATORY - Providing Structural and Civil Engineering Design Services for the Infrastructure Management Program at Argonne National Laboratory.

CHICAGO PUBLIC SCHOOLS - MANAGEMENT PROGRAM (1996 - 2000). As Project Structural Engineer provided basic schematic and design development activities related to new construction, renovation of buildings, and/or enhancement of existing facilities.

GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY Chicago, Illinois. As Structural Engineer provided structural engineering services for the renovation of the original building and the new East and West Wing additions to the school. The structural engineering design of the new wings maintained the existing utility tunnel below the new first floor levels. The East Wing is a three story

Rubinos & Mesia Engineers, Inc.

**PART 6
KEY PERSONNEL**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**

Randy S. Tritz, CTS-D, Partner
Audiovisual

Education

Marquette University, Bachelor of Arts, Broadcast Communications,
1976

Professional Affiliations

International Television Association (ITVA)
InfoComm
Aircraft Owners and Pilots Association (AOPA)
Angel Flight Volunteer Pilot
Homeland Security Certified Volunteer Pilot

Certifications

Certified Technology Specialist in Design (CTS-D) by InfoComm
International



Description

Randy S. Tritz, CTS-D is the Managing Partner of SM&W's Chicago office. His responsibilities as the Managing Partner include the coordination and management of all the professional disciplines involved on each of his office's projects, and as the firm's liaison with the client, he ensures that all consulting services are accomplished by professional team members within the established budget and project schedule. Randy also leads the audiovisual design process by performing the audiovisual programming and preliminary audiovisual budgeting for projects.

Mr. Tritz's experience encompasses over 35 years of field and senior level management experience in the design, engineering, and installation of audio, video, command and control, teleconferencing, and multimedia systems. A number of Randy's projects have achieved national recognition by the presentations industry as some of the best designed and installed systems in the business. Mr. Tritz has been recognized in *Who's Who in Business* for his international work in Korea, Belgium, France, and Japan. Developed technology concept that lead to construction of Chicago's Millennium Park Video Fountains using LED video wall technology in a true waterfall environment. This project was awarded first place honors by Archi-Tech Magazine in 2005 for its design excellence.

Project Experience

- Abbott Diagnostics Customer Experience & Training Facility, Lake Forest, IL
- Hub Group, Downers Grove, IL
- Confidential Client, Austin, TX
- Cook County/Department of Homeland Security Emergency Operations Center, Chicago, IL
- Panduit Headquarters, Tinley Park, IL
- Wrigley Global Innovation Center, Chicago, IL
- W.W. Grainger, Lake Forest, IL
- Prizker Military Library, Chicago, IL

Employment History

18 Years with Shen Milsom & Wilke
36 Years Total Experience

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SUITE 1460
CHICAGO, IL 60606
TEL: 312.555.4585
FAX: 312.555.4585
WWW.SM&W.COM



**PART 6
KEY PERSONNEL**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
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Justin Boberg, CPP, Associate Principal
Security

Education

Western Illinois University, Bachelor of Science, Law Enforcement and Justice Administration with a minor concentration in Business Management and Security Administration, 1999

Professional Affiliations

American Society for Industrial Security (ASIS International)
International CPTED Association

Certifications

Certified Protection Professional (CPP) designation which indicates that he is Board Certified in Security Management.

Description

Justin Boberg joined SM&W in 2005. He brings over 14 years of experience in a range of technical security consulting and engineering services, including threat assessment surveys, system planning and design, bid award assistance, implementation and contract administration. He also has significant experience in providing architectural and operational recommendations related to successful security program development.

Mr. Boberg has a proven track record in the design and implementation of large-scale integrated access control, intrusion detection, closed circuit television, and communication systems.

He also has past corporate security experience. During his tenure with a Fortune 500 company, he dealt with industrial, corporate, government and international travel security issues. He was also involved in investigations, managing a unionized proprietary guard force and staging executive protection measures.

Project Experience:

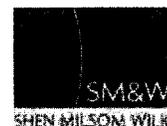
- Cook County/Department of Homeland Security Emergency Operations Center, Chicago, IL
- Confidential Client, Austin, TX
- FBI Field Office, Location Restricted
- Perkins & Will Headquarters, Atlanta, GA
- Presence Health Headquarters, Chicago, IL
- Washington Gaslight Company, Springfield, Virginia
- Qatar Petroleum Complex, Qatar

Employment History

10 Years with Shen Milsom & Wilke
15 Years Total Experience



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**PART 6
KEY PERSONNEL**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**

Erik J. Ryerson, Senior Associate
Acoustics

Education

University of Hartford, Bachelor of Science, Engineering/Acoustics & Music,
1996

Professional Affiliations

Acoustical Society of America
Institute of Noise Control Engineering
Tau Beta Pi

Certifications

INCE

Description

Mr. Ryerson's tenure at SM&W began in our corporate headquarters in NY where he first became practiced in acoustical consulting under the guidance of the founding partners, to his current position as the head of the acoustical consulting team in our Chicago office. Currently he is involved in managing all acoustical projects within the Chicago office and participates in helping to mold and facilitate the firm-wide acoustical design philosophy.

Mr. Ryerson has provided acoustical design input for local and domestic projects throughout the entire US as well as for large international projects in the Middle East and Asia. Mr. Ryerson's breadth of project experience includes all sectors of building design within SM&W's practice. With the recent advent of acoustical design standards for educational and healthcare facilities driven by LEED requirements and government regulations for personal privacy, Mr. Ryerson has continued to stay informed with the latest design trends to meet these standards while staying true to SM&W's design philosophy of finding practical, effective solutions. Mr. Ryerson rounds out his experience with projects such as libraries, museums, auditoria, hospitality facilities, high-end residential, research facilities, recording studios, and various corporate office and mixed use high rise complexes.

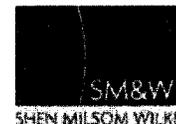
Project Experience

- Blue Cross Blue Shield Headquarters, Des Moines, IA
- Bank of America, Charlotte, NC
- Capella Tower, Minneapolis, MN
- Cargill Lake Office Auditorium, Edina, MN
- Continental Insurance Company (CNA), Chicago, IL
- Goldman Sachs, Chicago, IL
- JP Morgan Chase, Chicago, IL
- Miller Coors Corporate Headquarters, Chicago, IL
- Panduit, Lockport, IL
- Tate & Lyle, Hoffman Estates, IL
- Wrigley Global Innovation Center, Chicago, IL

Employment History

18 Years with Shen Milsom & Wilke
18 Years Total Experience

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SUITE 1100
CHICAGO, IL 60606
TEL: 312.559.4365
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**PART 6
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Erik J. Geiger, CTS-D, Senior Associate
Audiovisual

Professional Affiliations
InfoComm International

Certifications
Certified Technology Specialist in Design (CTS-D) by InfoComm International

Description
Erik Geiger, CTS brings over 17 years of experience in audiovisual design and engineering in a wide array of projects, including hospitality, education, commercial, high-end residential and performance venues.

Prior to joining SM&W, Erik gained experience as a technology systems designer, and electrical designer and draftsman. His current responsibilities include audiovisual systems design, and preparation of design drawings and specifications.

Mr. Geiger also serves on the faculty of Columbia College in Chicago.

Project Experience

- Abbott Labs, Abbott, IL
- Cook County/Department of Homeland Security Emergency Operations Center, Chicago, IL
- Presence Health Headquarters, Chicago, IL
- Borg Warner, Auburn Hills, MI
- Continental Insurance Company, Chicago, IL
- Mayer Brown Rowe & Maw, Chicago, IL
- Panduit Headquarters, Tinley Park, IL
- Pritzker/Hyatt Corporation Headquarters, Chicago, IL

Employment History

11 Years with Shen Milsom & Wilke
18 Years Total Experience



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TEL: 312.588.4388
FAX: 312.588.6093
WWW.SM&W.COM



**PART 6
KEY PERSONNEL**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**

Michael Roering, RCDD, Senior Associate
Information Technology

Education

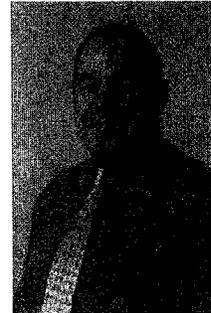
Studying toward Bachelor of Arts, Metropolitan State University

Professional Affiliations

American Society for Healthcare Engineering (ASHE)
Building Industries Consulting Services International (BICSI)
Healthcare Information and Management Systems Society (HIMMS)
Wisconsin Healthcare Engineering Association (WHEA)

Certifications

Registered Communications Distribution Designer (RCDD),
Licensed Minnesota Alarm and Communications Contractor
Avaya Communication Registered Consultant
Northern Telecom (Nortel) Registered Consultant



Description

Michael Roering brings 26 years of extensive experience in technology consulting, project management team development and client relations. Michael's experience includes all aspects of building and campus information technology (IT) systems design including voice, data, video, security, building automation and research systems applications for projects in the healthcare, industrial, higher education, research and development, pharmaceutical and commercial markets. He is also a frequent speaker on Healthcare Technology for the Chicago AIA, HCNCA and CSHE.

At SM&W, his responsibilities include strategic planning of voice and data and equipment rooms for input to the architect and engineering team. His focus includes vertical and horizontal distribution of media (twisted pair, coax, fiber, etc.) as part of building-wide and campus-wide cable distribution systems solutions, and ensures flexibility and redundancy. He also prepares design drawings and specifications, and takes a lead role in managing the cable implementation process.

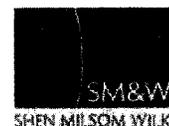
Project Experience

- National Institutes of Health – Building 10 Revitalization Program, F-Wing, Bethesda, MD
- Brookhaven National Laboratory – Renovation of Science Labs, Phase 1, Upton, NY
- The University of Chicago – Henry Hinds Hall Server Room, Chicago, IL
- University of North Carolina Hospitals, Chapel Hill, NC
- Washington University Medical Center, St. Louis MO
- Santa Fe Community College, Gainesville, FL
- University of Illinois – College of Medicine Research Facility, Chicago, IL
- University of Cincinnati – Medical Science Building (MSB), Cincinnati, OH
- Washington College – Dunning Decker Science Hall, Chestertown, MD

Employment History

1 Year with Shen Milsom & Wilke
26 Years Total Experience

2 NORTH RIVERSIDE PLAZA
SUITE 1850
CHICAGO, IL 60606
TEL: 312.559.4585
FAX: 312.559.5393
WWW.SM&W.COM

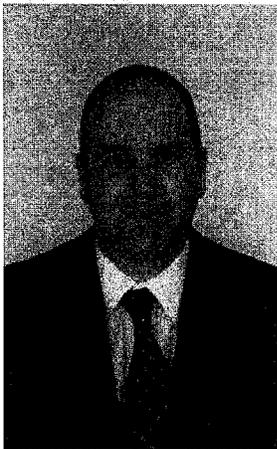


**PART 6
KEY PERSONNEL**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**



KEY PERSONNEL



EAMON RYAN, MRICS, CEP
SENIOR VICE PRESIDENT
PROJECT ROLE: PRINCIPAL

Eamon directs the Cost Management functions of the firm. As well as managing, coordinating and supervising all aspects of estimate production he is also directly involved in the preparation of a wide variety of estimates. He routinely meets with clients to ensure estimating services are being provided to meet the clients' needs.

He has over 20 years of experience in the Cost Management and Project Management fields and has worked with The Concord Group since 1999. Working for various construction consulting firms both in the U.S. and abroad, he gained experience at all levels of estimating from conceptual to final bid documents stage on a wide variety of projects including educational, institutional, healthcare, industrial, commercial and historic renovation.

Eamon also has significant experience in managing construction projects, having worked as a Project Manager at The Art Institute of Chicago for 4 years. In this capacity Eamon was responsible for managing all aspects of the design and construction process on various renovation projects within the museum and school campus.

Eamon is a member of the Royal Institution of Chartered Surveyors (MRICS) and is a Certified Estimating Professional (CEP).

Related Project Experience

Public Building Commission of Chicago

Detailed Cost Estimating services for the Public Building Commission of Chicago on a wide variety of projects since 2008. These include municipal facilities, libraries, park district facilities, field houses, police and fire stations, public marinas, and both elementary and high school buildings. Project budgets range from \$5 to \$85 Million and to date, we have provided services on over \$600 Million worth of projects. Estimates prepared at all levels of the design process.

Chicago Public School System

Cost Management services for multiple projects with the school system. Projects have included renovation and new construction of K-12 through high schools with budgets ranging from \$5 million to \$75 million. Total projects to date are valued at over \$4 billion.

Milwaukee City Hall

Cost Estimating in support of the Project Management Services for the restoration of Milwaukee's historic City Hall. Provided audit and contractual advisory services. Budget of \$75 M.

Milwaukee Department of City Development (multiple projects)

Project Management services from pre-construction through construction including budget and schedule review and monthly reporting to the City. These services have been provided on multiple projects with a construction value of approximately \$100 M.

EDUCATION

BACHELOR OF SCIENCE
QUANTITY SURVEYING
HERRIOT WATT UNIVERSITY
EDINBURGH, SCOTLAND

PROFESSIONAL DIPLOMA
CONSTRUCTION ECONOMICS &
MANAGEMENT
LIMERICK INSTITUTE OF TECHNOLOGY
LIMERICK, IRELAND

CERTIFICATIONS

CERTIFIED ESTIMATING PROFESSIONAL
(CEP)
ASSOCIATION FOR THE ADVANCEMENT
OF COST ENGINEERING

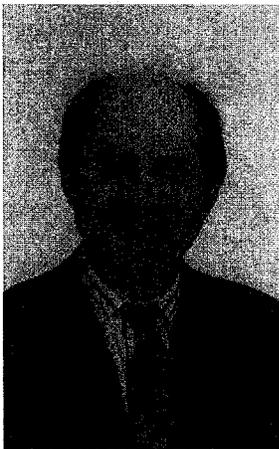
MEMBER ROYAL INSTITUTION OF
CHARTERED SURVEYORS (MRICS)

**PART 6
KEY PERSONNEL**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
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KEY PERSONNEL



MAURIZIO MAGALLI, CEP
VICE PRESIDENT
PROJECT ROLE: SENIOR MEP COST ESTIMATOR

Maurizio directs the Mechanical and Electrical functions of the firm. In addition to his "hands on" cost estimating for the electrical systems, he is also responsible for the scheduling, quality control, coordination and client relations for all MEP cost estimates. Additionally, he manages the Real Estate Advisory Services of the firm, which includes services such as: Property Condition Assessments, Cost Segregation Studies, Inspections and Due Diligence reports.

Senior Electrical Estimator responsible for detailed cost estimating at all stages of design, for electrical and overall review and coordination of MEP estimating services.

He has almost 30 years of experience working for leading construction-consulting firms both in the U.S. and Italy. Maurizio collaborates with the Project Management team responsible for the Wheaton Franciscan Healthcare projects supervising the preparation of Mechanical, Electrical and Plumbing cost estimates at any design level including the evaluation of construction change orders and associated costs. Additionally, Maurizio worked with the Project Management team for the Spectrum Health's Helen DeVos Hospital in Grand Rapids, MI providing cost estimating support for project verification and change order evaluation.

EDUCATION

BACHELOR OF SCIENCE
 ELECTRICAL ENGINEERING
 INSTITUTE OF TECHNOLOGY
 ROME, ITALY

CERTIFICATIONS

IEEE – INSTITUTE OF ELECTRICAL AND
 ELECTRONICS ENGINEERS.

ACI - ASSOCIATION OF
 CONSTRUCTION INSPECTORS

AMERICAN SOCIETY OF PROFESSIONAL
 ESTIMATORS

Related Project Experience

Public Building Commission of Chicago

Detailed Cost Estimating services for the Public Building Commission of Chicago on a wide variety of projects since 2008. These include municipal facilities, libraries, park district facilities, field houses, police and fire stations, public marinas, and both elementary and high school buildings. Project budgets range from \$5 to \$85 Million and to date, we have provided services on over \$600 Million worth of projects. Estimates prepared at all levels of the design process.

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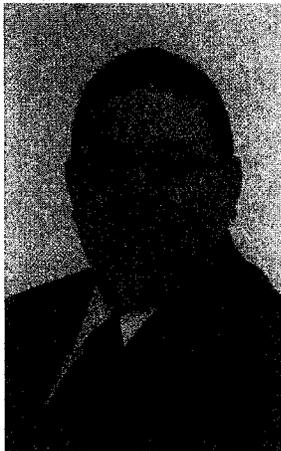
Project Management services from pre-construction through construction including budget and schedule review and monthly reporting to the City. These services have been provided on multiple projects with a construction value of approximately \$100 M.

**PART 6
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KEY PERSONNEL



JOHN TILLEMANN, CEP
VICE PRESIDENT
PROJECT ROLE: SENIOR COST ESTIMATOR

John is involved in the preparation of all stages of cost estimates from conceptual design through construction documents and change orders for various institutions, architects/engineers and private clients. He has been involved in a wide variety of projects for the firm's governmental and institutional clients. The value of these projects exceeds \$3 B.

John has worked with The Concord Group since 2000 and is responsible for the preparation and presentation of cost estimates. He coordinates the Architectural, Civil, Structural, and MEP systems to create a cohesive and comprehensive estimate. John is responsible for creating comparisons between The Concord Group's estimated costs and those of contractors' or other estimating firms.

EDUCATION

BACHELOR OF SCIENCE
INDUSTRIAL TECHNOLOGY
CONCENTRATION IN CONSTRUCTION
EASTERN ILLINOIS UNIVERSITY
CHARLESTON, IL

CERTIFICATIONS

ASSOCIATION FOR THE ADVANCEMENT
OF COST ENGINEERING (CEP)

Related Project Experience

Public Building Commission of Chicago

Detailed Cost Estimating services for the Public Building Commission of Chicago on a wide variety of projects since 2008. These include municipal facilities, libraries, park district facilities, field houses, police and fire stations, public marinas, and both elementary and high school buildings. Project budgets range from \$5 to \$85 Million and to date, we have provided services on over \$600 Million worth of projects. Estimates prepared at all levels of the design process.

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KEY PERSONNEL



SEAMUS WALLACE
COST ESTIMATOR
PROJECT ROLE: COST ESTIMATOR

Seamus joined The Concord Group's Cost Estimating group in 2008 after completing his formal education. Prior to joining the firm, he gained practical field experience while working with a general contractor in his native Ireland.

As a Cost Estimator, Seamus works closely with the senior Cost Management staff. His responsibilities include quantity take-offs through the "on-screen" take off systems, estimating calculations, change order verification and document management.

His most recent experiences have focused on educational building projects including several complex, higher education facilities for the University of Illinois and University of Wisconsin systems and the Chicago Public Building Commission.

EDUCATION

BACHELOR OF SCIENCE
 CONSTRUCTION ECONOMICS &
 MANAGEMENT
 DUBLIN INSTITUTE OF TECHNOLOGY
 DUBLIN, IRELAND 2007

BACHELOR OF TECHNOLOGY
 CONSTRUCTION TECHNOLOGY
 INSTITUTE OF TECHNOLOGY
 DUBLIN, IRELAND 2005

CERTIFICATE IN CONSTRUCTION
 TECHNOLOGY
 CONSTRUCTION TECHNOLOGY
 DUBLIN INSTITUTE OF TECHNOLOGY
 DUBLIN, IRELAND 2004

CERTIFICATIONS

CERTIFIED PROFESSIONAL ESTIMATOR
 (CPE)
 AMERICAN SOCIETY OF PROFESSIONAL
 ESTIMATORS

Related Project Experience

Public Building Commission of Chicago

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MIA

McGuire Iglesias & Associates, Inc.

Architecture, Preservation, Planning

1330 Sherman Avenue
Evanston, IL 60201
847.328.5679
www.miarchitects.com

ANNE McGUIRE, A.I.A., LEED AP

Principal

Anne is the principal in charge of project administration and, prior to forming McGuire Iglesias & Associates, was sole proprietor for 15 years. Anne serves private and public clients offering a full range of architectural services as well as survey, assessment, restoration and rehabilitation expertise. Her extensive experience in existing conditions analysis and her comprehensive understanding of complex material repair issues, guides restoration projects to successful completion. As a LEED Accredited Professional, Anne implements energy and environmental design principals, consonant with the inherent sustainable values of historic preservation.

Education

Master of Architecture
University of Pennsylvania
Graduate School of Fine Arts

Boston Architectural Center,
School of Architecture

Bachelor of Arts in Studio Arts cum laude,
Newton College of the Sacred Heart

Professional Licensing & Accreditation

Registered Architect: Illinois
NCARB Certificate
LEED Accredited Professional

Professional Affiliations

American Institute of Architects
Chicago Chapter
Landmarks Illinois
U.S. Green Building Council

Professional Activities

Illinois Historic Sites Advisory
Council, Appointed for 1995-1997 and
2012-15 terms

Evanston Preservation Commission
Member, 2008-2014 terms
Member, 1987-1990 Chair: Review and
Technical Assistance Committee; Associate
Member, 1985-1986

Heritage Preservation
Conservation Assessment Program, Advisory
Board Member 2009 - 2014

Society for College and University Planning,
Member

Teaching

The School of the Art Institute of Chicago.
Historic Preservation Masters Program;
Instructor: 1994-2000

SELECTED PROJECTS

- **Krause Music Store, Chicago, IL.** Architect for restoration of terra cotta facade. A Chicago Landmark, the building is the last executed commission by Louis Sullivan in his personal style. Recipient of 2007 Chicago Landmark Award and 2007 Richard H. Driehaus Foundation Preservation Award.
- **Mandel Hall Renovation, University of Chicago.** Interior restoration and renovation of 1901 theater including new seating, acoustic treatments and finishes.
- **Laboratory School Renovation, University of Chicago.** Consultant to FGM for the restoration of significant interior spaces as part of the overall renovation and expansion project.
- **Historic Structure Reports, IL.** Directed the evaluation and analysis of historic buildings with data and recommendations compiled into an historic structure report. Projects include: the Illinois Supreme Court, the Allerton Farmhouse at UIUC and the Frances Willard Museum National Historic Landmark.
- **State of Illinois Capital Development Board: Hotel Florence Restoration, Chicago, IL.** Stabilization and phased restoration of landmark hotel including existing conditions assessment, recommendations for repair, restoration of exterior and interior finishes & analysis of new use options.
- **Historic Building Preservation Plans.** Intensive survey, analysis, determination of significance and report for long-term planning for: Field Museum of Natural History, John G. Shedd Aquarium, and Northwestern University's Annie May Swift Hall and Harris Hall.
- **Center on Halsted, Chicago, IL.** Reconstruction of historic terra cotta façade as part of the community center development with Gensler.

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MIA

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Architecture, Preservation, Planning

1330 Sherman Avenue
Evanston, IL 60201
847.328.5679
www.miarchitects.com

AMY E. GAUEN, MSHP, LEED AP

Amy is a project architect and LEED Accredited Professional with experience in the design of building additions, interior remodeling, façade restorations, accessibility upgrades, building surveys, and feasibility study reports. With degrees in both architecture and historic preservation, Amy has a demonstrated understanding of the unique issues and challenges of making improvements to meet contemporary user expectations while respecting the integrity of historic buildings.

Education

Master of Science
Historic Preservation
School of the Art Institute of Chicago
Chicago, IL

Bachelor of Architecture
Rensselaer Polytechnic Institute
Troy, NY

Professional Affiliations

LEED Accredited Professional
Association for Preservation Technology
International

Professional Activities

Association for Preservation Technology,
Annual Conferences:
Halifax, NS 2005
Atlanta, GA 2006

National Trust for Historic Preservation:
Preserve and Play Conference,
Chicago, IL 2005

Juror:
Hinsdale Preservation Awards, 2005

SELECTED PROJECTS

- **Loder Hall Rehabilitation, Garrett-Evangelical Theological Seminary, Evanston, IL.** LEED NC Gold rehabilitation of 1960's four story dormitory with new food service, student center, classroom and bookstore includes geo-thermal heating and cooling system.
- **Stead Hall Renovation, Garrett-Evangelical Theological Seminary, Evanston, IL.** Interior renovation and exterior restoration of a Gothic style 4-story stone structure designed by Holabird and Roche and constructed in 1916.
- **University of Illinois-Chicago Exterior Masonry Repair, Chicago, IL.** Exterior repair of brick and limestone and window replacement including evaluation, design, construction documents and construction administration at multiple buildings: 808 S. Wood Street, 400 S. and 412 S. Peoria Street.
- **State of Illinois Capital Development Board: Hotel Florence Restoration, Chicago, IL.** Design and Construction Administration for interior restoration, accessibility and slate roof to a state historic site and national landmark building.
- **Northwestern University Swift Hall Accessibility Alterations, Evanston, IL.** Evaluation, design and construction administration for accessibility alterations. Work included code analysis, assessment, and design and construction documents for accessible entrances, new elevator and new chair lift.
- **Ruggles Elementary School, Chicago Public Schools, IL.** Exterior rehabilitation and restoration of brick and terra cotta clad building. Work included masonry & terra cotta restoration, repointing; rebuilding of parapet walls; roof repair; and selective interior repairs.
- **Kenilworth Assembly Hall, Kenilworth, IL.** Design and Construction Administration of new commercial kitchen, bathrooms and accessibility upgrades to an historic building.
- **Loder Hall, Garrett Evangelical Theological Seminary, Evanston, IL.** Rehabilitation study of existing building and additions for new student center with lecture halls, dormitories and office space.

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**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**

GSG Consultants, Inc.



Arturo Saenz
Principal

25 Years' Experience
Joined GSG in 1992

Areas of Expertise:

Program Management
Capital Development Programs

Education:

Master of Science,
Environmental Management,
Illinois Institute of
Technology, 2012
(Anticipated)

Bachelor of Science,
Electrical Engineering,
Northern Illinois University,
DeKalb, Illinois, 1988

Training/Registrations:

AHERA Inspector, Michigan
(DOH) AHERA, 2005
Asbestos Inspector and
Management Planner
Certification, IDPH, 2007
OSHA 40-hr HAZWOPER
Certification
OSHA 8-hr Annual Update
Asbestos Project Manager,
IDPH, 2007
Air Sampling Professional
Certification, IDPH, 2007

Integrity | Quality | Reliability

Qualifications Summary:

Mr. Saenz has 25 years of experience in engineering, construction, and environmental remediation. He has functioned as Program Manager and Contract Administrator for large multi-site projects, managing more than 50 projects concurrently. His experience in construction management encompasses the following: underground storage tanks (UST) and aboveground storage tanks (AST); air pollution/permits/fugitive emissions; geotechnical and environmental remediation oversight asbestos and lead project design and management; health and safety plans; hazardous/non-hazardous waste management; and writing standard operating procedures (SOPs). He has worked on corporate, federal, state, and local government projects including those of the Federal Aviation Administration (FAA), Illinois Capital Development Board (CDB), Chicago Housing Authority (CHA), and Chicago Public Schools (CPS) System. Projects coordinated by Mr. Saenz include the environmental survey of over 350 buildings of the Chicago Public Schools (CPS) System and the Public Building Commission of Chicago (PBCC).

Representative Project Experience:

Chicago Public Schools System- Chicago, IL

Program Administrator

Functioned as Program Administrator for about 250 schools of Regions 1 and 2 of the Chicago Public Schools (CPS) System for which GSG Environmental, Inc. (GSG) is the Managing Environmental Consultant (MEC). Played a key role in developing proposals, requests for proposals (RFPs), and presentations for Chicago Public Schools (CPS) System, Chicago Housing Authority (CHA), Illinois Capital Development Board (CDB), and many private clients. As a licensed Management Planner, Inspector and Lead-Based Paint Risk Assessor, developed standard specifications, procedures and protocols/guidelines for the following environmental activities/hazards: Asbestos (IDPH) and lead-based paint (LBP) project design; UST/AST; indoor air quality (IAQ); perimeter air monitoring; PCBs; chimney stack remediation; full asbestos inspections; three-year asbestos reinspections; lead-based paint inspections; and pigeon/animal excrement. Prepared Change Order Procedures and variances from asbestos abatement alt and Rules and Regulations.

Capital Development Board, Statewide Asbestos Survey and Asbestos Management Services - IL

Program Manager

Functioned as Program Manager for GSG's Statewide Asbestos Survey and Asbestos Management Services, which GSG has continuously provided to the Capital Development Board since 2005. He is responsible for ensuring the continued success of GSG's environmental consulting services for the CDB by ensuring seamless team management and development, program delivery, and quality control and evaluation. Mr. Saenz provided direction for GSG's Asbestos Management Services for the CDB at Governors State and Chicago State universities, which included asbestos removal oversight, air sampling,

Saenz - Page 1 of 2

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**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
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GSG Consultants, Inc.

Hazardous Waste Supervisor
Certification, IDPH, 2000
Lead Risk Assessor Certification,
IDHP, 2007

inspections, documentation, and final reporting as well as Asbestos Project Design which included detailed information on abatement, drawings, and general contract documents.

Additionally, Mr. Saenz oversaw GSG's Statewide Asbestos Surveys, which were performed at over 250 buildings, which ranged in size from 200 to 2,000 square feet, at the facilities including the University of Illinois, Illinois State University, Department of Natural Resources, Historic Preservation Society, Central Management Services, Illinois Department of Transportation, State Park facilities, and National Guard Armories. The objective of the Asbestos Surveys was to prepare an Inspection, Sampling and Management Plan report for each building for use by the State of Illinois Attorney General's Office, Capital Development Board, using agencies and individual facilities. Reports were prepared using Capital Development Board protocols (similar to AHERA). The Asbestos Surveys, management plans, standard cost estimates and final reports were completed in a timely manner, within the projected project budget and to the satisfaction of the appropriate Capital Development Board Project Managers.

**Chicago Housing Authority, System Wide Environmental Consultant-
Chicago, IL**

Program Manager

Functioned as Program Manager for GSG's environmental consultant services for the Chicago Housing Authority. Mr. Saenz has been responsible for the successful implementation of environmental services at over 80 CHA properties and developments. As part of the its Plan for Transformation, the largest and most ambitious redevelopment effort of a public housing agency in the history of the United States, the CHA will redevelop or rehabilitate its entire stock of public housing. GSG was retained to provide environmental consulting services on as needed basis for system wide capital construction projects related to this Plan. GSG has performed a variety of environmental consulting services including Emergency Response, NEPA Environmental Assessment, Phase I & II Environmental Site Assessment, Regulatory Compliance Permitting, Including FESOP Air Quality Permits, Aboveground/ Underground Storage Tanks Services, IEPA Site Remediation Program Reporting, Environmental Remediation Oversight and Field Inspection, Asbestos and Lead-Based Paint Assessment and Abatement Oversight, Indoor Air Quality and Mold Assessment and Abatement Oversight, and Preparation of Remediation Design and Specifications. Mr. Saenz has had a crucial role in the successful delivery of these services for the past several years. The CHA repeatedly turns to GSG to fulfill its environmental engineering needs, and trusts GSG not only to assist with its facilities but also to ensure a safe workplace for its staff and a healthy environment for its tenants.

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GSG Consultants, Inc.



Jigar M. Shah, CIH, CSP
Sr. Industrial Hygienist

18 Years' Experience
Joined GSG in May 2005

Areas of Expertise:

Indoor Environmental Quality Assessment
Mold/ Microbial Studies
Asbestos and Lead-Based Paint Management
Water Quality Surveys
OSHA Compliance/ Occupational Safety
Construction/ Community Air Quality Monitoring
Exposure Studies
Hazard Assessments
Safety Training

Education:

Master of Science,
Environmental Engineering,
Illinois Institute of
Technology, Chicago, 1996
Bachelor of Science,
Civil Engineering, Gujarat
University, India, 1993

Training/Registrations:

Board Certified Industrial Hygienist (CIH)
Board Certified Safety Professional (CSP)

Qualifications Summary:

Mr. Shah is the Director of GSG's Industrial Hygiene Department and is a Board Certified Industrial Hygienist and a Board Certified Safety Professional. His 18 years of experience includes performing and overseeing hundreds of projects involving indoor air quality, asbestos, lead, mold, bacteria, noise, ambient air quality, silica, diesel exhaust, radon, mercury, drinking water quality, building ventilation, contaminant exposure monitoring as well as performing OSHA training, safety audits, environmental assessments, and abatement designs. His experience includes working with both public and private clients as well as regulatory and legal authorities. His practice focuses on the assessment of worker safety, personal protection, and impacts due to construction activities as well as the development of administrative and engineering controls to eliminate unsafe working conditions and unacceptable public environmental impacts.

Representative Project Experience:

Managing Environmental Consultant for Chicago Public Schools (CPS)

Industrial Hygiene Technical Lead

Mr. Shah is currently leading our team of environmental remediation professionals providing daily environmental consulting services to manage asbestos, lead-based paint, indoor air quality, mold, mercury, pigeon excrement in more than 700 schools of the Chicago Public School system. As a senior consultant to the school system, Mr. Shah participates in assessment of the existing conditions, development of the remedial design documents, and supervision of the implementations of corrective measures in order to abate or mitigate the existing environmental concerns by providing effective, economical, and compliant solutions. Mr. Shah is also assists in developing the technical specifications for the remediation of the hazardous materials.

Environmental Consultants for Public Building Commission of Chicago (PBCC)

Industrial Hygiene Technical Lead

Mr. Shah leads our environmental consulting services to manage asbestos, lead-based paint, indoor air quality, mold, mercury, pigeon excrement in numerous buildings for the PBCC. Mr. Shah participates in assessment of the existing conditions, development of the remedial design documents, and supervision of the implementations of corrective measures in order to abate or mitigate the existing environmental concerns by providing effective, economical, and compliant solutions. Mr. Shah is also assists in developing the technical specifications for the remediation of the hazardous materials.

Environmental Consultants for Chicago Housing Authority (CHA)

Industrial Hygiene Technical Lead

Mr. Shah leads our environmental consulting services for system wide capital construction projects for the CHA. Mr. Shah participates in assessment of the existing conditions, development of the remedial design documents, and supervision of the implementations of corrective measures in order to abate or

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Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**

GSG Consultants, Inc.

- Licensed Industrial Hygienist (LIH)
- Licensed Asbestos Project Designer, IDPH
- Licensed Asbestos Project Manager, IDPH
- Licensed Asbestos Management Planner, IDPH
- Licensed Asbestos Building Inspector, IDPH

Training/Registrations [Continued]:

- Licensed Air Sampling Professional, IDPH
- Licensed Lead Risk Assessor, IDPH
- OSHA Construction Outreach Trainer
- OSHA 10-Hour Construction Safety Certificate
- Advanced Fungal Workshop Certificate
- Lead Paint Inspection System Certificate
- Mold, Allergens, Sampling, and Report Interpretation Certificate
- DOT Title 49 CFR Hazardous Material Transportation Certificate
- RCRA Hazardous Waste Management Certificate
- Nuclear Density Gauge Safety Training Certificate

mitigate the existing environmental concerns by providing effective, economical, and compliant solutions.

Environmental Microbiological Investigations, Various Locations, IL

Project Manager/Technical Lead

Mr. Shah has been responsible for investigating and consulting on various projects involving bacteria and mold contamination. Investigations included visual inspections, moisture measurement, air and surface sample collection, HVAC inspection, data interpretations, literature search, and report preparation. Projects were performed in commercial, public school and residential settings.

Exposure Monitoring, Manufacturing Clients, IL

Project Manager/Technical Lead

Managed several projects to identify the worker exposure to toxic fumes and particulate contaminants. Projects were situated within occupational environments of industrial and manufacturing settings. Worker exposure was evaluated in order to recommend appropriate engineering control and personal protective equipments for the concerned employees.

Emergency Asbestos Clean-up Design, 23-story High-Rise Building, City of Chicago

Asbestos Project Designer

Designed the remedial actions and clean-up methods for a 23-storey building contaminated with friable asbestos materials, assessed existing conditions of the contamination, reviewed IDPH evacuation orders, negotiated clean-up plan with regulatory authorities, oversaw clean-up, and reviewed project reports.

Investigation for Microbiological Contamination in Hospitals, Jesse Brown VAMC, Hines VAMC, North Chicago VAMC

Certified Industrial Hygienist

Managed investigations to identify mold and bacteria levels in various critical areas of the hospitals. Scope of work included visual inspection, collection of representative number of environmental samples, review of HVAC system, data analysis, reporting of finding to the client, follow-up testing.

Occupational Safety Training, Various Locations, IL

Project Manager/Technical Lead

Mr. Shah has led environmental and occupational safety training programs for various municipal agencies as well as private clients. The training programs have covered matters such as Hazard Communication Right to Know, Universal Waste, Asbestos Awareness, Lead Awareness, Control of Hazardous Energy (lockout/tag out), National Incident Management System (NIMS) Awareness, Incident Command System (ICS) Support, Ladder Safety, Fall Protection, Aerial Devices, and Forklift Safety. The training programs have included audio/visual training tools, quizzes and examinations, and handouts customized to meet each client's specific needs.

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GSG Consultants, Inc.



Michael Holvay
Senior Project Manager
19 Years' Experience
Joined GSG in 1995

Areas of Expertise:

Asbestos and Lead-Based Paint
Inspections and Management
Indoor Environmental Quality
Assessment

Education:

Bachelor of Science,
Environmental Health
Illinois State University,
Normal, Illinois, 1995

Training/Registrations:

- Asbestos Project Manager (APM), Illinois (IDPH)
- Asbestos Building Inspector, Illinois (IDPH)
- Air Sampling Professional (ASP), Illinois, (IDPH)
- Lead Inspector/ Risk Assessor, Illinois (IDPH)
- Asbestos Building Inspector, Indiana (IDEM)
- Renovation, Repair and Painting (RRP) Certified
- RMD's LPA-1 Lead Paint System Certified

Qualifications Summary:

Mr. Holvay has 19 years of experience in environmental remediation services. Projects coordinated by Mr. Holvay include the environmental surveys of over 300 buildings of the Chicago Public Schools System (CPS), including inspections, specification development, contractor oversight, contract document review, project scheduling and coordination, and monitoring.

Representative Project Experience:

School Investment Program (SIP), Chicago Public Schools / Public Building Commission, Chicago, Illinois

Project Coordinator

Coordinated with the Public Building Commission and Chicago Public Schools to manage all of the environmental tasks associated with a very aggressive planned renovation project for over 100 CPS buildings in the summer of 2013. Was successful in working with planners, architects, contractors, engineers and School Personnel. Goals were met in completing a substantial amount of environmental work during the summer while making sure all school buildings were open for the 1st day of school.

AHERA Surveys of Chicago Public Schools (CPS), Chicago, Illinois

Inspector

Lead Inspector for Asbestos Hazard Emergency Response Act (AHERA) surveys to determine the location, condition, and quantity of suspect asbestos-containing materials, roofing materials, mechanical areas, air tunnels, etc.

Chicago Housing Authority, Chicago, Illinois

Inspector/Project Manager/Air Sampling Professional

Responsibilities included collection of samples prior to mitigation, on-site monitoring, construction coordination, and specification development. Responsibilities also included project oversight, air monitoring, visual inspection, documentation of on-site activities, and final clearance air sampling at the completion of each phase during the multi-floor project.

McCormick Place Lakeside Center, Chicago, Illinois

Inspector/Project Manager/Air Sampling Professional

Project Manager during the planned renovation work at the McCormick Place. Responsibilities included collection of samples prior to mitigation, on-site monitoring and construction coordination, specification development, project oversight during asbestos abatement activities, air monitoring, visual inspection, documentation of on-site activities, and final clearances air sampling at the completion of each phase during the multi-floor projects. Successfully prevented airborne contamination from the regulated work areas to the non-work areas while keeping the Complex open for business to the public.

**PART 6
KEY PERSONNEL****SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**

GSG Consultants, Inc.

NIOSH 582 Certified

Three-year Asbestos Re-inspections, Chicago Public Schools, Chicago, Illinois*Project Principal*

Project Principal for AHERA asbestos bulk surveys for three-year re-inspections. The project involved coordination of asbestos sampling, laboratory analysis, and management planning for 300 public schools throughout the city of Chicago.

Chicago Public Schools, Six-Month Asbestos Surveillance, Chicago, IL*Project Coordinator*

Managed AHERA asbestos surveillance at various Chicago Public Schools in regions 1, 2 and 6. The scope of services during the asbestos inspection/monitoring services included building material surveys, collection and laboratory submittal of suspect regulated or toxic materials, data reduction and report preparation, abatement design and closure documents, contractor oversight, contract document review, project scheduling and coordination, monitoring, site assessments, cost estimates to remediate various environmental hazards identified during the inspection, reporting with recommendations to CPS regarding the proper handling of hazardous materials, and the development of original asbestos management plans for various CPS facilities.

Dearborn Homes Reconstruction, Chicago Housing Authority, Chicago, Illinois*Inspector/Project Manager/Air Sampling Professional*

Performed inspection work to identify the location and quantity of asbestos, lead-based paint, mold, polychlorinated biphenyls (PCB's) and universal waste that may be disturbed during the renovation of the 16 high-rise structures. Also prepared the environmental specifications and conducted contractor oversight during environmental remediation activities.

Department of Veterans Affairs, Environmental Remediation Services, Various VA Medical Centers, Illinois*Inspector/Project Manager/Air Sampling Professional*

Managed a variety of asbestos and lead abatement projects at Jessie Brown V.A., Hines V.A., Lake Side V.A. and North Chicago V.A. medical centers. Responsibilities included building survey work, environmental specification development, air monitoring, and contractor oversight during asbestos and lead abatement activities. Successfully prevented airborne contamination from regulated work areas to the public areas.

Adam Urbanek

Senior Engineer, BIM Manager



Education

M. S. in Civil & Materials Engineering, UIC, Chicago, IL, 2005

B. S. in Civil & Materials Engineering, UIC, Chicago, IL, 2003

Employment History

Rubinos & Mesia Engineers, Inc. (RME), August 2009 to Present

Goodfriend Magruder Structure, November 2008 – June 2009

C E Anderson & Associates, December 2006 – November 2008

Sargent & Lundy LLC, January 2005 – December 2006

SEECO Consultants Inc, April 2003 – January /2005

Experience

Mr. Urbanek has over nine years of progressive experience in Structural Engineering and six years of experience in BIM modeling, coordination and management. His experience involves a broad range of projects such as commercial, municipal, educational and residential mid- to high-rise buildings, utilizing steel, conventionally reinforced and post-tensioned concrete, pre-cast concrete, masonry and timber construction. Duties have included conceptual and detailed structural design, preparation of construction documents and specifications, interdisciplinary coordination, shop drawing review, construction site visits, RFI's, structural assessment reports and cost estimates. Mr. Urbanek possesses additional experience in state and municipal transportation projects, including bridge and facility field inspections, structural condition assessment and cost estimating.

Related Projects

CHICAGO PUBLIC SCHOOLS: CARL SCHURZ HIGH SCHOOL ADA RENOVATION (DE STEFANO PARTNERS) – Historic five stories educational facility modifications for ADA compliance and general renovation. Responsibilities included conceptual and detailed structural design, CAD drawings development, coordination & management shop drawing review, change order review and RFI responses.

3600 N HALSTED SENIOR HOUSING (Gensler)- 98,000 sq. ft. mixed-use, development located at the corner of Addison and Halsted in Chicago. Project includes the renovation and adaptive reuse of the former Town Hall police station and a new 6-story addition with no basement to the north of the station. Structural system consisting of deep foundations (caissons), cast-in-place reinforced concrete columns and shear walls, and post-tensioned (PT) concrete flat plate construction. Adam's responsibilities included conceptual and detailed structural design and detailing, BIM/Revit model development, coordination & management and Construction Phase management.

UNIVERSITY OF CHICAGO LABORATORY SCHOOLS: ARTS WING ADDITION (VDTA & FGM ARCHITECTS) – 94,000 sq. ft three stories with basement educational facility with a two-story high theatre of mixed steel, light gage, reinforced concrete and post-tensioned concrete construction. Responsibilities included conceptual and detailed

structural design, BIM/Revit model development, coordination & management and Construction Phase management.

UNIVERSITY OF CHICAGO LABORATORY SCHOOLS: EARLY CHILDHOOD CAMPUS ADDITION (VDTA & FGM ARCHITECTS) – 130,000 sq. ft three stories with basement educational facility of mixed steel, light gage, reinforced concrete and precast concrete construction. Responsibilities included conceptual and detailed structural design, BIM/Revit model development, coordination & management.

FERMILAB NATIONAL LABORATORY: OFFICE, TECHNICAL AND EDUCATION BUILDING (HOK ARCHITECTS) – 20,000 sq. ft two stories with basement mixed use facility of long span full story height steel trusses, light gage, reinforced concrete construction. Responsibilities included detailed structural design, BIM/Revit model development, coordination & management.

METROPOLITAN WATER RECLAMATION DISTRICT: MONITORING AND RESEARCH LAB (HDR ARCHITECTS) – 200,000 sq. ft three stories with basement research facility of steel, light gage and reinforced concrete construction. Responsibilities included conceptual and detailed structural design, BIM/Revit model development, coordination & management.

Adam Urbaneck
Page 2 of 2

RME

UNIVERSITY OF IL AT URBANA-CHAMPAIGN: ILLINI UNION INFRASTRUCTURE REPAIRS, PHASE II Structural Engineer – RME provided structural engineering services for the design and evaluation or reinforcement of the attic floor to install three new AHU units in the building attic. RME developed technical specifications and a document set. AHU will be built around the roof trusses. In addition, RME developed a structural analysis of the fourth floor mechanical room floor structure above the main ballroom, which is anticipated to support new fans in existing air handling units, and associated small pumps, heat exchange(s), piping, and ductwork.

UNIVERSITY OF IL AT URBANA-CHAMPAIGN: IKENBERRY COMMONS (MACKAY MITCHELL & FGM ARCHITECTS) – 180,000 sq. ft six stories with basement student residence facility of mixed steel, light gage, and reinforced concrete construction. Responsibilities included conceptual and detailed structural design, CAD drawings development, coordination & management, shop drawing review and RFI responses.

CHICAGO TRANSIT AUTHORITY – CIP PROGRAM: NORTH MAIN LINE (RED & PURPLE) STATIONS (CTP) Senior Engineer: Scope of work consisted of track-level and ground-level field observation of existing stations, structural assessment of station platforms, and development of repair and replacement concepts as well as development of preliminary scope narratives for CTA Design-Build, Viaduct & Station Early Replacement Implementation Analysis and cost estimating.

CALUMET WATER RECLAMATION PLANT DISINFECTION PROJECT. Senior Engineer. New Multiuse Disinfection Chemical building for the new chlorination/dechlorination technology utilizing an existing Chlorination Contact Basin for the treatment of the final effluent of the water reclamation plant. Estimated cost of the project is \$32M.

MWRD - PHOSPHORUS RECOVERY FACILITY AT STICKNEY WRP. Senior Engineer. RME as sub-consultant to Black & Veatch, is providing Structural Engineering and Architectural Services. RME's role included conceptual and detailed structural design of foundations; design of the interior process equipment supports and design of secondary concrete containment areas. Also, RME designed a 132 ft span steel WT section truss bridge, 50 ft span WF girder bridge and single line HSS section frames to carry steam line and condensate pipes over the existing railroad tracks and roadway from the existing boiler facility to the proposed building. RME's services also included Architectural design, including but not limited to, exterior envelope coordination with the PEMB supplier, coordinating the locations of overheard doors, man doors, windows, louvers and other penetrations.

Past Projects

GOODFRIEND MAGRUDER STRUCTURE LLC

Residential, commercial and municipal structural design. Worked closely with architects with instant responsiveness and creativity on high end designs using Revit Structure BIM approach with steel, concrete, masonry and timber structures.

C E ANDERSON & ASSOCIATES P.C.

Residential, commercial, municipal, and mid/high rise building design using RC/PT concrete, steel, timber, and masonry. Responsibilities included shop drawing review, specification preparation, drafting, site visits and interactions with architects, material suppliers and construction managers.

SARGENT & LUNDY LLC.

Fossil power technologies, foundation design, anchorage design, steel framing design, fabrication drawings checking, power plant site visits and specifications writing.

SEECO CONSULTANTS INC.

Industrial, commercial, residential, foundation design, concrete design, dynamically loaded structures design, steel design, precast bridge design, timber design, retaining walls design, steel and concrete inspections, structural inspections, and surveying.

SOFTWARE:

AutoCAD, REVIT, Bentley Navigator, ProjectWise
STAAD, CSI, RISA, RAM SS/Concept, Adapt Floor, EnerCalc, Excel

MEMBERSHIPS:

American Institute of Steel Construction (AISC)
Structural Engineers Association of Illinois (SEAOI)

Appendix D: Project Schedule

**PART 4
PROPOSER'S EXECUTIVE SUMMARY & APPROACH TO PROJECT**

**SUBMITTAL FOR ARCHITECTURAL & ENGINEERING SERVICES
Architectural/Engineering Services 118 N. Clark ADA Renovations Floors 5, 8, 10**

Proposer: FGM Architects Inc.

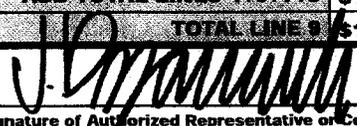
SCHEDULE SUMMARY (Calendar Days)

1. The Proposer will include a Gantt chart in this section detailing the project by phase. Durations will be calculated in calendar days (7-day work weeks).
2. The Proposer will summarize its Gantt chart below. Below are some general guidelines for internal County activities:
 - a. The County reviews all milestone submittals. A review can take between 7 to 10 working days depending on the complexity of the project.
 - b. A project to be bid out for work can take up to 60 days from the time the bid documents are complete to the time a contract is executed. The Proposer will include an estimated time for permitting, if any is required, based on its experience for this type of project.
3. The Proposer will include an estimated time for permitting, if any is required, based on its experience for this type of project.
4. Any Notice to Proceed (NTP) dates shown in the Gantt chart by the Proposer will be considered a reference only for the purposes of electronic scheduling and will not obligate the County to meet the date shown.
5. In the event of a conflict between the information shown below and on the Gantt chart, the information below will govern.
6. Activities summarized below and on the Proposer's Gantt chart will not serve to reduce, limit or cause exceptions to the successful Proposer's obligations to provide all services required. The County will not be responsible for additional fees or costs incurred by the successful Proposer during the project due to under-estimation of durations.
7. If the County's RFP includes a proposed project duration and the Proposer considers that changes in the County's schedule are required; the Proposer must submit an explanation for the variance in time with its Gantt chart schedule for the County's review. The County is under no obligation to accept revised schedules.
8. The successful Proposer will provide an itemized schedule in Primavera or Microsoft Project for County review and approval for inclusion in the Agreement. Minimally, the agreed upon schedule will include task IDs, task descriptions, estimated durations, actual durations, remaining durations, actual start dates, actual finish dates, milestone activities and a bar chart.

SUMMARY OF PROPOSER'S PROPOSED SCHEDULE

LINE	DESCRIPTION OF TASK OR MILESTONE	CAL DAYS
<u>2</u>	<u>Design fifth floor</u>	<u>180</u>
<u>3</u>	<u>Permit for demolition of fifth floor</u>	<u>30</u>
<u>4</u>	<u>Bid and contract award for demolition</u>	<u>21</u>
<u>5</u>	<u>Demolition of fifth floor</u>	<u>60</u>
<u>6</u>	<u>Bid fifth floor</u>	<u>30</u>
<u>7</u>	<u>Permit for fifth floor construction</u>	<u>60</u>
<u>8</u>	<u>Construction of fifth floor</u>	<u>180</u>
<u>9</u>	<u>Closeout fifth floor</u>	<u>90</u>
<u>10</u>	<u>Design eighth and tenth floors</u>	<u>180</u>
<u>11</u>	<u>Permit for eighth floor</u>	<u>60</u>
<u>12</u>	<u>Bid and contract award for eighth and tenth floors</u>	<u>30</u>
<u>13</u>	<u>Construction of eighth floor</u>	<u>180</u>
<u>14</u>	<u>Closeout eighth floor</u>	<u>90</u>
<u>15</u>	<u>Permit for tenth floor</u>	<u>60</u>
<u>16</u>	<u>Construction of tenth floor</u>	<u>180</u>
<u>17</u>	<u>Closeout tenth floor</u>	<u>120</u>
ESTIMATED CALENDAR DAYS (MUST MATCH TOTAL ON GANTT CHART):		<u>1551</u>
APPROXIMATE NUMBER OF MONTHS:		<u>59</u>

Appendix E: Cost Proposal

CONSULTANT COST PROPOSAL			
Task Order RFP# 1528-14445			
		Title of Project:	
Consultant: FGM Architects Inc.		Architectural/Engineering Services 118 N. Clark ADA Renovations, Floors 5, 8, 10	
Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Principal	144	\$65	\$9,360
Arch IV	708	\$53	\$37,524
Interior Designer IV	232	\$50	\$11,600
Arch III	144	\$40	\$5,960
Interior Designer II	976	\$28	\$27,328
Arch II	1624	\$31	\$50,344
Arch I	1112	\$23	\$25,582
TOTAL LINE 1	4,974		\$167,498
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
Project Administrator II	72	\$20	\$1,440
		\$	\$
		\$	\$
TOTAL LINE 2	72		\$1,440
3. Burden (Overhead)	Burden Rate	x Base =	Burden (\$)
Burden (Overhead)	190%		\$320,982
	%		\$
	%		\$
TOTAL LINE 3			\$320,982
4. "In-House" Cost	Add Total Lines 1+2+3		\$489,920
5. Profit (%) of Line 4	20%		\$97,984
6. Other Direct Costs/Reimbursable Expenses	Estimated Cost		
Direct cost for FGM printing allowance included in basic services (DBE)	\$10,000		
Reimbursable cost for additional printing allowance above that included in basic services (DBE)	\$10,000		
Reimbursable cost for postage, mail, delivery allowance	\$2,500		
Reimbursable cost for permit expeditor (if required)	\$15,000		
Reimbursable cost for permit fees (if required) - \$25,000 per floor	\$75,000		
Reimbursable cost for survey required for permit submittal (if required)	\$20,000		
TOTAL LINE 6	\$132,500		
7. Additional Services	Estimated Cost		
LEED Certification (Documentation costs only by non-DBE)	\$20,000		
LEED Certification (Documentation costs only by DBE) (AAA)	\$5,000		
LEED Certification (Commissioning, energy modeling, etc.) (Bailey Edward)	\$91,584		
Public Presentation to Chicago's Landmark Commission (if required) by non-DBE	\$3,300		
Public Presentation to Chicago's Landmark Commission (if required) by DBE (McGuire)	\$5,000		
Structural engineering for opening between fifth and sixth floors by DBE (RME)	\$57,609		
Structural engineering site visit allowance at \$125/hour by DBE (RME)	\$3,750		
TOTAL LINE 7	\$186,253		
8. Subcontractor Cost (from subcontractor's Line 8)	\$615,571		
9. Total Project Cost	ADD TOTAL LINES 4+6+7+8		\$1,424,234
10. Total "Not-to-Exceed Contract"	TOTAL LINE 9		\$1,522,218
April 15, 2015			
Date	Signature of Authorized Representative or Consultant		
	John Dzarnowski		
	Printed Name of Authorized Representative or Consultant		

SUBCONTRACTOR COST PROPOSAL			
Task Order RFP# 1528-14445			
Subcontractor: AAA Engineering		Title of Project: Architectural/Engineering Services 118 N. Clark ADA Renovations, Floors 5, 8 10	
Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Senior Electrical Engineer	285	\$ 70	\$ 19,950
Senior Mechanical Engineer	264	\$ 64	\$ 16,896
Electrical Engineer	754	\$ 55	\$ 41,470
Design Engineer	251	\$ 35	\$ 8,785
Technician II	784	\$ 28	\$ 21,952
TOTAL LINE 1	2,348		\$ 109,053
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
Admin	40	\$ 20	\$ 800.00
		\$	\$
		\$	\$
TOTAL LINE 2	40		\$ 800.00
3. Burden (Overhead)	Burden Rate	x Base =	Burden (\$)
	% 119.55	\$109,853	\$ 131,329.26
	%		\$
	%		\$
TOTAL LINE 3			\$ 131,329.26
4. "In-House" Cost	Add Total Lines 1+2+3		\$ 241,182.26
5. Profit (%) of Line 4			\$ 24,118.23
6. Other Direct Costs/Reimbursable Expenses			Estimated Cost
			\$
			\$
			\$
TOTAL LINE 6			\$
7. Additional Services			Estimated Cost
			\$
			\$
			\$
TOTAL LINE 7			\$
8. Total Project Cost	ADD TOTAL LINES 4+6+7		\$ 241,182.26
9. Total "Not-to-Exceed Contract"	TOTAL LINE 8		\$ 265,300.49

April 15, 2015
Date

Rachel Borenstein
Signature of Authorized Representative of Subcontractor
Rachel Borenstein
Printed Name of Authorized Representative of Subcontractor

SUBCONTRACTOR COST PROPOSAL			
Task Order RFP# 1528-14445			
Additional Services - 6th Floor Opening		Title of Project:	
Subcontractor: Rubinos & Mesia Engineers, Inc.		Architectural/Engineering Services 118 N. Clark ADA Renovations, Floors 5, 8 10	
Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Principal / Sr. Project Manager	40	\$ 90.00	\$ 3,600.00
Project Engineer	200	\$ 55.00	\$ 11,000.00
Sr. Structural Engineer	180	\$ 45.00	\$ 7,200.00
Sr. Cadd Technician	100	\$ 32.00	\$ 3,200.00
		\$	\$
TOTAL LINE 1			\$ 25,000.00
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
TOTAL LINE 2			\$
3. Burden (Overhead)	Burden Rate	x Base =	Burden (\$)
	% 100.38	25,000.00	\$ 25,095.00
	%		\$
	%		\$
TOTAL LINE 3			\$ 25,095.00
4. "In-House" Cost		Add Total Lines 1+2+3	\$ 50,095.00
5. Profit (%) of Line 4			\$ 7,514.25
6. Other Direct Costs/Reimbursable Expenses			Estimated Cost
			\$
			\$
			\$
TOTAL LINE 6			\$
7. Additional Services			Estimated Cost
			\$
			\$
			\$
			\$
TOTAL LINE 7			\$
8. Total Project Cost		ADD TOTAL LINES 4+6+7	\$ 57,609.25
9. Total "Not-to-Exceed Contract		TOTAL LINE 8	\$

April 15, 2015
Date

Mohsen Farahany
Signature of Authorized Representative of Subcontractor
Mohsen Farahany, SE, PE
Printed Name of Authorized Representative of Subcontractor

SUBCONTRACTOR COST PROPOSAL			
Task Order RFP# 1528-14445			
Basic Services		Title of Project:	
Subcontractor: Rubinos & Mesia Engineers, Inc.		Architectural/Engineering Services 118 N. Clark ADA Renovations, Floors 5, 8 10	
Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Principal / Sr. Project Manager	20	\$ 90.00	\$ 1,800.00
Project Engineer	140	\$ 55.00	\$ 7,700.00
Sr. Structural Engineer	120	\$ 45.00	\$ 5,400.00
Sr. Cadd Technician		\$ 32.00	\$ 0.00
		\$	\$
TOTAL LINE 1			\$ 14,900.00
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
TOTAL LINE 2			\$
3. Burden (Overhead)	Burden Rate	x Base =	Burden (\$)
	% 100.38	14,900.00	\$ 14,956.62
	%		\$
	%		\$
TOTAL LINE 3			\$ 14,956.62
4. "In-House" Cost	Add Total Lines 1+2+3		\$ 29,856.62
5. Profit (%) of Line 4			\$ 4,478.49
6. Other Direct Costs/Reimbursable Expenses			Estimated Cost
			\$
			\$
			\$
TOTAL LINE 6			\$
7. Additional Services			Estimated Cost
			\$
			\$
			\$
			\$
TOTAL LINE 7			\$
8. Total Project Cost	ADD TOTAL LINES 4+6+7		\$ 34,335.11
9. Total "Not-to-Exceed Contract"	TOTAL LINE 8		\$

April 15, 2015

Date

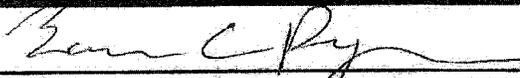
Mohsen Farahany
 Signature of Authorized Representative of Subcontractor
 Mohsen Farahany, SE, PE
 Printed Name of Authorized Representative of Subcontractor

CONSULTANT COST PROPOSAL			
Task Order RFP# 1528-14445			
Consultant: Shen Milsom & Wilke		Title of Project: Architectural/Engineering Services 118 N. Clark ADA Renovations, Floors 5, 8, 10	
Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
SMW Principal In Charge	36	\$ 93.00	\$ 3,348.00
AV Consultant - Senior Associate	275	\$ 57.00	\$ 15,675.00
Security Consultant - Senior Associate	230	\$ 57.00	\$ 13,110.00
IT Consultant - Senior Associate	215	\$ 57.00	\$ 12,255.00
Acoustical Consultant - Senior Associate	140	\$ 57.00	\$ 7,980.00
CAD	80	\$ 28.00	\$ 2,240.00
TOTAL LINE 1			\$ 54,808.00
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
TOTAL LINE 2			\$
3. Burden (Overhead)	Burden Rate	x Base =	Burden (\$)
SMW Principal In Charge	% 195	\$ 3,348	\$ 6,528.60
AV Consultant - Senior Associate	% 195	\$ 15,675.00	\$ 30,566.25
Security Consultant - Senior Associate	% 195	\$ 13,110.00	\$ 25,564.50
IT Consultant - Senior Associate	% 195	\$ 12,255.00	\$ 23,897.25
Acoustical Consultant - Senior Associate	% 195	\$ 7,980.00	\$ 15,561.00
CAD	% 195	\$ 2,240.00	\$ 4,368.00
TOTAL LINE 3			\$ 106,485.60
4. "In-House" Cost	Add Total Lines 1+2+3		\$ 161,093.60
5. Profit (%) of Line 4			\$ 16,109.36
6. Other Direct Costs/Reimbursable Expenses			Estimated Cost
			\$ 2,000
			\$
			\$
TOTAL LINE 6			\$ 2,000
7. Additional Services			Estimated Cost
			\$
			\$
			\$
			\$
TOTAL LINE 7			\$
8. Subcontractor Cost (from subcontractor's Line 8)			
9. Total Project Cost	ADD TOTAL LINES 4+6+7+8		\$ 179,202.96
10. Total "Not-to-Exceed Contract"	TOTAL LINE 9		\$ 179,202.96
April 15, 2015	Signature of Authorized Representative or Consultant Randy S. Tritz		
Date	Printed Name of Authorized Representative or Consultant		

SUBCONTRACTOR COST PROPOSAL			
Task Order RFP# 1528-14445			
Subcontractor: The Concord Group		Title of Project: Architectural/Engineering Services 118 N. Clark ADA Renovations, Floors 5, 8 10	
Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Principal	32	\$ 81.73	\$ 2,615.36
Senior MEP Cost Estimator	64	\$ 61.05	\$ 3,907.20
Senior Cost Estimator	120	\$ 53.84	\$ 6,460.80
Cost Estimator	200	\$ 38.46	\$ 7,692.00
		\$	\$
TOTAL LINE 1			\$ 20,675.36
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$ 0
		\$	\$
		\$	\$
TOTAL LINE 2			\$
3. Burden (Overhead)	Burden Rate	x Base =	Burden (\$)
Overhead	% 140	20,675.36	\$ 28,945.50
	%		\$
	%		\$
TOTAL LINE 3			\$ 28,945.50
4. "In-House" Cost	Add Total Lines 1+2+3		\$ 49,620.86
5. Profit (%) of Line 4			\$ 4,962.08
6. Other Direct Costs/Reimbursable Expenses			Estimated Cost
			\$ 0
			\$
			\$
TOTAL LINE 6			\$ 54,582.94
7. Additional Services			Estimated Cost
			\$ 0
			\$
			\$
			\$
TOTAL LINE 7			\$ 0
8. Total Project Cost	ADD TOTAL LINES 4+6+7		\$ 54,582.94
9. Total "Not-to-Exceed Contract"	TOTAL LINE 8		\$ 54,582.94

April 15, 2015

 Date



 Signature of Authorized Representative of Subcontractor
 Eamon Ryan

 Printed Name of Authorized Representative of Subcontractor

SUBCONTRACTOR COST PROPOSAL			
Task Order RFP# 1528-14445			
Subcontractor: McGuire Igleski & Associates, Inc.		Title of Project:	
		Architectural/Engineering Services 118 N. Clark ADA Renovations, Floors 5, 8 10	
Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
The County Building is a Chicago Landmark.		\$	\$
A/E will interact with Commission representatives		\$	\$
and follow guidelines provided by the Commission.		\$	\$
	240	\$61.00	\$14,640.00
	120	\$37.12	\$4,454.40
TOTAL LINE 1			\$19,094.40
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
		\$	\$
		\$	\$
		\$	\$
TOTAL LINE 2			\$
3. Burden (Overhead)	Burden Rate	x Base =	Burden (\$)
	% 1.30	19,094.40	\$24,822.72
	%		\$
	%		\$
TOTAL LINE 3			\$24,822.72
4. "In-House" Cost	Add Total Lines 1+2+3		\$43,917.12
5. Profit (%) of Line 4			\$4,391.71
6. Other Direct Costs/Reimbursable Expenses			Estimated Cost
			\$
			\$
			\$
TOTAL LINE 6			\$0.00
7. Additional Services			Estimated Cost
			\$
			\$
			\$
			\$
TOTAL LINE 7			\$0.00
8. Total Project Cost	ADD TOTAL LINES 4+6+7		\$48,308.83
9. Total "Not-to-Exceed Contract"	TOTAL LINE 8		\$48,300.00

April 15, 2015

Date

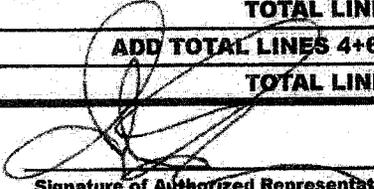

Signature of Authorized Representative of Subcontractor

Anne McGuire, President

Printed Name of Authorized Representative of Subcontractor

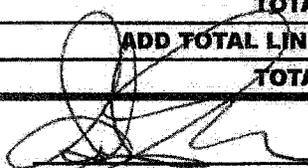
SUBCONTRACTOR COST PROPOSAL			
Task Order RFP# 1528-14445			
Subcontractor: GSG Consultants Inc.		Title of Project: Architectural/Engineering Services 118 N. Clark ADA Renovations, Floors 5, 8 10	
Detail Description (Environmental Assessment)			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Project Manager	8	\$ 72.50	\$ 580.00
Licensed Asbestos Inspector	80	\$ 34.25	\$ 2,740.00
Licensed Lead-Paint Inspector	56	\$ 34.25	\$ 1,918.00
Environmental Technician	56	\$ 25.00	\$ 1,400.00
Draftsperson	24	\$ 25.00	\$ 600.00
TOTAL LINE 1	224		\$ 7,238.00
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
Administrative	12	\$ 24.50	\$ 294.00
		\$	\$
		\$	\$
TOTAL LINE 2	12		\$ 294.00
3. Burden (Overhead)	Burden Rate	x Base =	Burden (\$)
	% 129.31	7,532.00	\$ 9,739.63
	%		\$
	%		\$
TOTAL LINE 3	129.31		\$ 9,739.63
4. "In-House" Cost	Add Total Lines 1+2+3		\$ 17,271.63
5. Profit (15%) of Line 4			\$ 2,590.74
6. Other Direct Costs/Reimbursable Expenses			Estimated Cost
XRF Lead Paint Analyzer Rental			\$ 750.00
Asbestos PLM Analysis			\$ 3,000.00
Asbestos TEM Analysis			\$ 1,800.00
TOTAL LINE 6			\$ 4,800.00
7. Additional Services			Estimated Cost
			\$
			\$
			\$
			\$
TOTAL LINE 7			\$
8. Total Project Cost	ADD TOTAL LINES 4+6+7		\$ 24,662.37
9. Total "Not-to-Exceed Contract"	TOTAL LINE 8		\$ 24,662.37

April 15, 2015
Date


Signature of Authorized Representative of Subcontractor
Arturo Saenz
Printed Name of Authorized Representative of Subcontractor

SUBCONTRACTOR COST PROPOSAL			
Task Order RFP# 1528-14445			
Subcontractor:		Title of Project:	
GSG Consultants Inc.		Architectural/Engineering Services 118 N. Clark ADA Renovations, Floors 5, 8 10	
Detail Description (Environmental Design)			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Project Manager	8	\$ 72.50	\$ 580.00
Licensed Asbestos Inspector	16	\$ 72.50	\$ 1,160.00
Licensed Asbestos Designer	16	\$ 34.25	\$ 548.00
Draftsperson	40	\$ 25.00	\$ 1,000.00
		\$	\$
TOTAL LINE 1	80		\$ 3,288.00
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
Administrative	8	\$ 24.50	\$ 196.00
		\$	\$
		\$	\$
TOTAL LINE 2	8		\$ 196.00
3. Burden (Overhead)	Burden Rate	x Base =	Burden (\$)
	% 129.31	3,484.00	\$ 4,505.16
	%		\$
	%		\$
TOTAL LINE 3	129.31		\$ 4,505.16
4. "In-House" Cost	Add Total Lines 1+2+3		\$ 7,989.16
5. Profit (15%) of Line 4			\$ 1,198.37
6. Other Direct Costs/Reimbursable Expenses			Estimated Cost
			\$
			\$
			\$
TOTAL LINE 6			\$
7. Additional Services			Estimated Cost
			\$
			\$
			\$
			\$
TOTAL LINE 7			\$
8. Total Project Cost	ADD TOTAL LINES 4+6+7		\$ 9,187.53
9. Total "Not-to-Exceed Contract"	TOTAL LINE 8		\$ 9,187.53

April 15, 2015
Date


Signature of Authorized Representative of Subcontractor
Arturo Saenz
Printed Name of Authorized Representative of Subcontractor

SUBCONTRACTOR COST PROPOSAL			
Task Order RFP# 1528-14445			
Subcontractor: Bailey Edward		Title of Project:	
		Architectural/Engineering Services 118 N. Clark ADA Renovations, Floors 5, 8 10	
Detail Description			
1. Direct Labor Personnel (Professional or Technical)	Estimated Hours	Rate Per Hour	Estimated Cost
Sr. Mechanical Engineer, Kent Locke	36	\$ 67.3078	\$ 2,423.08
Mechanical Engineer, Ryne Obenauf	488	\$ 39.2310	\$ 19,144.73
Electrical Engineer, Rob Giniewski	84	\$ 48.7774	\$ 4,097.30
		\$	\$
		\$	\$
TOTAL LINE 1			\$25,665.11
2. Direct Labor Personnel (Clerical)	Estimated Hours	Rate Per Hour	Estimated Cost
Clerical	60	\$ 17.79	\$ 1,067.14
		\$	\$
		\$	\$
TOTAL LINE 2			\$1,067.14
3. Burden (Overhead)	Burden Rate	X Base =	Burden (\$)
	% 155.42	25,665.11	\$ 39,888.71
	% 155.42	1,067.14	\$ 1,658.54
	%		\$
TOTAL LINE 3			\$41,547.25
4. "In-House" Cost	Add Total Lines 1+2+3		\$ 68,279.50
5. Profit (%) of Line 4			\$ 10,241.92
6. Other Direct Costs/Reimbursable Expenses			Estimated Cost
Rental Car: 16 days @ \$70/day			\$ 1120
Gas : 16 days @ \$25/day			\$ 400
Parking: 16 days @ \$30/day			\$ 480
TOTAL LINE 6			\$ 2000.00
7. Additional Services			Estimated Cost
1. Review Documents due to not incorporated comments - 32 hours ME @ \$39.2310 * 155.42% Overhead * 15% Profit			\$ 3,687.45
2. Inspect due to failed or not complete by Contractor - 64 hours ME @ \$39.2310 * 155.42% Overhead * 15% Profit			\$ 7,374.98
			\$
			\$
TOTAL LINE 7			\$ 11,062.43
8. Total Project Cost	ADD TOTAL LINES 4+5+6+7		\$ 91,583.85
9. Total "Not-to-Exceed Contract	TOTAL LINE 8		\$ 91,583.85

JULY 1, 2015
Date


Signature of Authorized Representative of Subcontractor
Kent Locke
Printed Name of Authorized Representative of Subcontractor

COST PROPOSAL

**ADDITIONAL SERVICES
(NOT INCLUDED IN
BASIC SERVICES)**

- Public presentations to Commission on Chicago's Landmark Commission
- LEED certification
- Structural design associated with multi-story design concepts for the Board Room
- Site visits by the structural engineer are not included (Visits are \$125/hour)

REIMBURSABLES

- Printing beyond six hard copies of each submittal and 25 copies of bidding documents
- Permit expeditor
- Permit fees
- Surveys for permitting

Appendix F: Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JW

DATE (MM/DD/YYYY)

10/01/2015

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

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

PRODUCER M.G. Welbel & Associates, Inc. Michael Welbel 650 Dundee Rd., Suite 170 Northbrook, IL 60062 Michael G. Welbel		CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: FGIN-1	
INSURED FGM Architects Inc. 1211 W. 22nd St., #705 Oak Brook, IL 60523	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: RLI Insurance Company		13056
	INSURER B: Continental Casualty Company		20443
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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

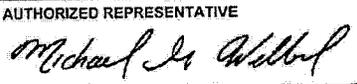
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY		PSB0001771 NON CONTRIBUTORY WRITTEN CONTRACT	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000			
	<input checked="" type="checkbox"/> PRIMARY &-----					PERSONAL & ADV INJURY \$ 1,000,000			
	<input checked="" type="checkbox"/> SUBJECT TO-----					GENERAL AGGREGATE \$ 2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COM/OP AGG \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC								\$
A	AUTOMOBILE LIABILITY		PSB0001771	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$			
	<input checked="" type="checkbox"/> HIRED AUTOS					\$			
<input checked="" type="checkbox"/> NON-OWNED AUTOS		\$							
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		PSE0001447	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 5,000,000			
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000			
	<input type="checkbox"/> DEDUCTIBLE					\$			
	<input type="checkbox"/> RETENTION \$					\$			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		PSW0001597	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$ 500,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000			
						E.L. DISEASE - POLICY LIMIT \$ 500,000			
B	Professional Liab		AEH 114077912	10/01/2015	10/01/2016	Per Claim 2,000,000 Aggregate 3,000,000			

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

Re: Contract No. 1528-14445, Architectural & Engineering Services 118 N. Clark ADA Renovations on Floors 5, 8 & 10. Cook County, its officials & employees are included as additional insureds per blanket endorsement as respect GL/Auto/Umbrella, subject to written contract requiring same. GL is primary & non-contributory. Waiver of subrogation applies GL/WC/Umbrella

CERTIFICATE HOLDER**CANCELLATION**

COOKGOV Cook County Government Office of Procurement Officer 118 North Clark Street Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Appendix G: Federal Clauses

Federal Clauses

1. 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.
- (c) 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.

9. 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.

10. 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.

11. 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; 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 List of Parties Excluded 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 for Award Management

Contractor warrants and represents that it has checked the Federal System for Award Management ("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>

27. Buy America

To the extent applicable, Contractor must comply with 49 U.S.C. § 5323(j), and related regulations at 49 C.F.R. Part 661, and include clauses requiring its Subcontractors to comply with the requirements of 49 U.S.C. § 5323(j), and related regulations at 49 C.F.R. Part 661, in all of Contractor's subcontracts with its Subcontractors.

28. American Recovery and Reinvestment Act (ARRA)

To the extent applicable, Contractor must comply with the American Recovery and Reinvestment Act funds. Contractor will comply with the Buy American requirements under Section 1605 of the Act which generally require that all steel and each manufactured product be provided hereunder is produced in the United States. Section 1606 of the Recovery Act requires the payment of Davis-Bacon Act (40 U.S.C. 31) wage rates. By submitting a bid, contractor acknowledges and certifies compliance to all applicable requirements of the ARRA.

Appendix H: Cook County Travel Policy



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

Adopted: FY2009

COOK COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT

SECTION I. AUTOMOBILE REIMBURSEMENT PLAN

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

SECTION II. GUIDELINES

A. Commuting Expenses

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

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

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

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

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

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

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

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

D. General Guidelines

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

SECTION III. TRANSPORTATION EXPENSE VOUCHER

A. Preparation

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

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

B. Approval and Submission

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

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

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

SECTION IV. COUNTY-OWNED AUTOMOBILE

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

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

COOK COUNTY TRAVEL REGULATIONS

SECTION I TRAVEL EXPENSES

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

Reimbursements shall be allowed if the following requirements are met:

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

SECTION II RESPONSIBILITY OF DEPARTMENT HEAD

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

SECTION III ALLOWABLE TRANSPORTATION EXPENSE

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

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

SECTION IV MODE OF TRAVEL

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

SECTION V ACCOMMODATIONS ON AIRPLANES, TRAINS, AND BUSES

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

SECTION VI USE OF PRIVATELY OWNED OR RENTED CONVEYANCE

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

SECTION VII LIVING EXPENSES

A. Meals and Incidental Expense (M&IE)

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

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

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

B. Travel Without Lodging

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

C. Reimbursable Expenses

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

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

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

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

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

SECTION VIII CONFERENCES

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

SECTION IX CONFERENCE AND TRAVEL REIMBURSEMENT VOUCHER

A. Memorandum of Expenditures

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

B. Conference and Travel Reimbursement Voucher Preparation

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

C. Approval and Submission of Invoice Form

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

D. Frequency of Submission

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

Appendix I - Asset Management and Space Standards Ordinance

**14-5594
ORDINANCE**

Sponsored by

**THE HONORABLE TONI PRECKWINKLE
PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS**

ASSET MANAGEMENT AND SPACE STANDARDS ORDINANCE

BE IT ORDAINED, by the Cook County Board of Commissioners, that Chapter 2 Administration, Article XII Asset Management, Division 1, Section Nos. 2-1000 through 2-1025, is hereby enacted as follows:

**CHAPTER 2 ADMINISTRATION,
ARTICLE 12 ASSET MANAGEMENT AND SPACE STANDARDS**

Sec. 2-1000. Legislative findings and purpose.

(a) Section 5/5 of the Counties Code (55 ILCS 5/5-1106) provides that "it shall be the duty of the County Board" to provide proper rooms and offices for the accommodation of the County Board, State's Attorney, County Clerk, County Treasurer, Recorder and Sheriff.

(b) In fulfilling that obligation, the County of Cook owns or occupies over 19 million square feet of real estate assets.

(c) The County expends millions of dollars each year to operate those real estate assets.

(d) In addition to operating costs, hundreds of millions of dollars in deferred maintenance and capital needs will be required to continue to operate County real estate, which will require constant capital expenditures over many years.

(e) Efficient use of the County's real estate assets could save the County millions of dollars in operating and capital costs by facilitating consolidation of space into fewer facilities and reducing space needs for many users.

(f) Efficient use of the County's real estate assets requires a centralized and consistent approach, with participation by various agencies and departments having knowledge and responsibilities bearing on the use and maintenance of real estate, and cooperation among using departments and agencies in modernizing space use.

(g) In order to promote efficient use of real estate assets, in 2011 the Real Estate Management Division, the Office of Capital Planning and Policy, the Department of Facilities Management, the Budget and Management Services Department, and the Bureau of Administration, under the authority of President Toni Preckwinkle, created the Space Allocation Committee (SAC), charged with instituting processes and procedures for departments and agencies requesting additional space or reconfiguration to existing space.

(h) The Space Allocation Committee (SAC) has implemented a process for allocating real estate assets, and has begun reallocating unused or underutilized space, with significant cooperation from many departments and elected officials.

(i) In 2012, the County undertook a Real Estate Asset Strategic Realignment Plan project (REASRP) which has assessed both the physical condition and the space utilization of County real estate assets.

(j) The Real Estate Asset Strategic Realignment Plan (REASRP) recommends re-structuring the management of real estate assets by combining the Departments of Capital Planning, Facilities Management and Real Estate into one group, under the leadership of an Asset Manager.

(k) The Real Estate Asset Strategic Realignment Plan (REASRP) has revealed that administrative and other space is often underutilized, based upon modern office standards, whereas other agencies and departments operate in cramped and therefore inefficient space which hampers the delivery of public services.

(l) The Real Estate Asset Strategic Realignment Plan (REASRP) has developed Office Standards and procedures for applying those standards, which, if fully implemented, could reduce administrative occupancy by over 300,000 square feet, as well as data on employee counts and uses of space which will enable the Space Allocation Committee (SAC) to analyze space needs and promote fair and efficient use.

(m) The data generated by the Real Estate Asset Strategic Realignment Plan (REASRP) requires continuous updating in order to support efficient space allocations, which can only be accomplished through cooperation and open exchange of information regarding space use between the Space Allocation Committee (SAC) and Elected Officials.

(n) The purpose of this Article is to:

- (1) Establish an Asset Management Steering Committee (AMSC) in order to achieve the goals of the Real Estate Asset Strategic Realignment Plan (REASRP) and implement its recommendations, to provide for participation by Elected Officials and to foster cooperation in furthering the goals of the Real Estate Asset Strategic Realignment Plan (REASRP);
- (2) Formally adopt the Office Standards; and
- (3) Empower the Space Allocation Committee (SAC) to apply and enforce the Office Standards, to develop and enforce Furniture and Fixture Standards, to continue the process of space allocation, and to develop additional standards and procedures to further the goals of the Real Estate Asset Strategic Realignment Plan (REASRP).

Sec. 2-1001. Establishment of the Asset Management Steering Committee.

(a) The County Board hereby establishes an Asset Management Steering Committee (AMSC).

(b) The Asset Management Steering Committee (AMSC) will fall under the auspices of the Asset Manager.

(c) The Asset Management Steering Committee (AMSC) shall consist of representatives from each of the following Cook County agencies and Elected

Officials:

- (1) the Office of the President;
- (2) the Bureau of Finance, including the Department of Budget and Management Services;
- (3) the Asset Manager, representatives of the Department of Facilities Management (DFM), the Office of Capital Planning and Policy (OCPP), and the Real Estate Management Division (REMD);
- (4) the Bureau of Administration (BOA);
- (5) The Bureau of Technology;
- (6) Cook County Health and Hospitals System (CCHHS);
- (7) The Chair of the Finance Committee of the Board of Commissioners;
- (8) The Chair of the Subcommittee on Real Estate and Economic Development;
- (9) The Assessor;
- (10) The Board of Review;
- (11) The Chief Judge;
- (12) The Clerk of the Circuit Court;
- (13) The County Clerk;
- (14) The Recorder of Deeds;
- (15) The Sheriff;
- (16) The State's Attorney; and
- (17) The Treasurer.

(d) Asset Management Steering Committee (AMSC) shall be chaired by the Deputy Bureau Chief for Asset Management, or such other member of Asset Management Steering Committee (AMSC) as may be designated by the President. Asset Management Steering Committee (AMSC) shall meet semi-annually, or as otherwise requested by the President.

(e) The President shall have the authority to appoint additional member departments and remove departments as necessary to accomplish the goals of the Asset Management Steering Committee (AMSC).

Sec. 2-1002. Authority of Asset Management Steering Committee.

- (a) Advising Asset Management Steering Committee (AMSC) shall have the following responsibilities:
 - (1) Reviewing the implementation of the Office Standards and other policies developed for efficient space use by the Space Allocation Committee (SAC);
 - (2) Modifying and adopting policies and standards, based on the recommendations of Space Allocation Committee (SAC), to further the goals of consolidation and cost savings;
 - (3) Administering and ensuring compliance with this Article;
 - (4) Receiving and reviewing reports by the Space Allocation Committee (SAC) advising Asset Management Steering Committee (AMSC) of progress in the goals of improving space utilization.

- (5) All members of Asset Management Steering Committee (AMSC) shall be responsible for ensuring that their respective agencies comply with the procedures of the Space Allocation Committee (SAC) and that the policies of the Asset Management Steering Committee (AMSC) are administered and adhered to by employees within their offices.
- (6) Submitting an annual report to the Board describing progress toward the goals of the Real Estate Asset Strategic Realignment Plan (REASRP), any modifications of standards or policies adopted throughout the preceding year, failure to participate or cooperate on the part of any department, agency or Elected Official, and any cost savings achieved through consolidation or increased efficiency in use of real estate.

Sec. 2-1003. Authority of Space Allocation Committee.

(a) The County Board hereby establishes the Space Allocation Committee (SAC) as previously authorized by the President.

(b) Space Allocation Committee (SAC) shall serve under the auspices of and report to the President.

(c) Space Allocation Committee (SAC) shall consist of representatives from the County departments designated by the President of the Cook County Board of Commissioners, and shall include the Asset Management Group and its constituent departments, the Bureau of Administration, the Department of Budget and Management Services, and the Cook County Health and Hospitals System. The chairperson of Space Allocation Committee (SAC) shall be the Real Estate Director, or such other Space Allocation Committee (SAC) member as is designated by the Asset Manager.

(d) No Elected Official, Bureau Chief, Department Head or other County employee or official shall have the authority to assign, allocate, or change the use of space in any County facility or in or on any County-owned or occupied real estate other than by participating in the process established and administered by the Space Allocation Committee (SAC).

(e) Space Allocation Committee (SAC) has the authority to make and deny allocations of space, changes to space use, renovations, reductions of space, and all other changes affecting the use of real estate assets; to develop and implement standards for space use, apply such standards to space requests and existing uses, investigate existing space uses and re-allocate space that is determined to be underutilized, prioritize space needs, develop and implement policies and procedures regarding the use and allocation of real estate assets, approve and deny furniture procurements not in accordance with the Furniture and Finishes Standards, and take other actions as necessary to optimize the County's use and expenditures for its real estate assets. Space Allocation Committee (SAC) will report to Asset Management Steering Committee (AMSC) on progress in the space allocation process, on issues requiring policy decisions, and on progress in consolidation and efficient asset management.

(f) All Elected Officials, Bureau Chiefs, department heads and other County employees or officials for whom the County provides real estate in which to conduct County business, will be required to cooperate with the Space Allocation Committee (SAC) space allocation process in making any alterations, improvements, reconfiguration or other changes to space or to use of space, expanding or reducing occupancy of space, relocating staff within or between facilities, reallocating existing space among departments of the using agency, and procurement of furniture, regardless of source of funding.

(g) Due to the cost of operating and maintaining real estate assets, all Elected Officials, Bureau Chiefs, department heads and other County officials or employees for whom the County provides real estate will notify the Space Allocation Committee (SAC) of any vacated space in order that such space can be re-purposed.

(h) Upon request, Elected Officials, Bureau Chiefs, department heads and other County officials will provide Space Allocation Committee (SAC) with updated information as to the number of staff at any location, and other information regarding space use as may be necessary to carry out the responsibilities of the Space Allocation Committee (SAC).

Sec. 2-1004. Standards.

(a) The Office Space Standards recommended in the Real Estate Asset Strategic Realignment Plan (REASRP), and incorporated in this Ordinance by this reference, are hereby adopted as a policy of Cook County. Space Allocation Committee (SAC) shall apply the Office Space Standards for all administrative and office space, with adaptation to specific uses being within the discretion of Space Allocation Committee (SAC).

(b) It is recognized that fully implementing the Office Space Standards requires capital investment, and will occur over a number of years. Therefore, Space Allocation Committee (SAC) will endeavor to adhere to the Office Space Standards as much as practicable in all requests for space and reconfiguration, while balancing the costs to achieve the goals with other factors such as the length of time the space will be occupied, the eventual plan for the facility in which it is located and similar factors.

(c) The implementation of the Office Space Standards depends in large part on procurement of appropriate sizes and configurations of modular and other office furniture, fixtures and certain office equipment such as printers and similar devices that impact space use (Furniture and Fixtures). In addition, in order to provide flexibility in re-purposing of space, fairness and a consistent and productive office environment, it is important to apply standards to the design and allocation of Furniture and Fixtures. Therefore, Space Allocation Committee (SAC) is further charged with the development of furniture, fixtures, equipment and finishes standards (Furniture and Finishes Standards), and the application of such standards. The Chief Procurement Officer shall provide to Space Allocation Committee (SAC) copies of all procurement requests involving Furniture and Fixtures and using departments shall cooperate with Space Allocation Committee (SAC) in conforming purchases to the Furniture and Finishes Standards. Orders for items covered by the Furniture and Finishes Standards will not be placed without concurrence from the Space Allocation Committee (SAC) Chair.

(d) The implementation of the Office Space Standards is also impacted by the use and adoption of technology, such as printing and multifunctional devices, broadband availability and network connectivity. Therefore, the Bureau of Technology will collaborate with Space Allocation Committee (SAC) to promote efficient use of technology to minimize space use, and to adopt standards and procedures for the distribution and use of such technology so as to improve the efficiency of space utilization. As technology is adopted, and as space use and standards evolve, the Bureau of Technology will cooperate with Space Allocation Committee (SAC) to review the Office Space Standards from time to time and adopt modifications as appropriate to enhance space utilization and cost effectiveness.

(e) The provision of adequate conference rooms and maximizing use of conference rooms are critical elements in the efficient use of space. Therefore, Space Allocation Committee (SAC) is further charged with developing procedures for sharing and scheduling of conference facilities accommodating more than 10 individuals.

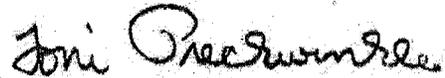
Sec. 2-1005. Procedures.

Space Allocation Committee (SAC) shall develop procedures for efficient use of space and for submitting, evaluating and deciding upon requests for space, requests for changes, procurement and installation of furniture, and other actions regarding or impacting space use, space efficiency, and improvements.

Sec. 2-1006 through 1025. Reserved.

Effective date: This Ordinance shall be in effect immediately upon adoption

Approved and adopted this 19th of November 2014.



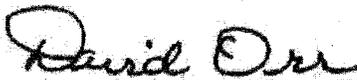
TONI PRECKWINKLE, President
Cook County Board of Commissioners

(SEAL)

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

NOV 19 2014

COM _____



Attest:

DAVID ORR, County Clerk

Appendix J - Cook County Office Standard Modification Guidelines

Cook County Office Standard Modification Guidelines

The intention of this document is to describe specific functional needs that may necessitate exceptions to workspace standards, and to show how the standards may accommodate special needs without modifications in many cases.

A. Moving into and planning new or fully gutted space

- 1) Follow Standards unless specific functional needs differ from the norm
- 2) Variations that may require modification to typical space standards, but not before seeking solutions within the standards
 - i. Interactions with the public requiring large waiting areas, dedicated hearing rooms, etc.
 - ii. Confidential one-on-one meetings that constitute the majority of the workday for a particular position
 - iii. Seasonal or periodic increase or decrease in workspace requirements
 - iv. Specific entry and waiting sequence (i.e., metal detectors; separation of opposing parties in a conflict, etc.)
 - v. On-site files or storage exceeding 10% of the total space need that cannot be reduced by storing offsite.
 - vi. Dedicated server room request (must be approved by IT)
 - vii. Accommodation of non-employee workers such as consultants, volunteers or assigned staffers from other governmental entities
 - viii. Large conference or training rooms that will be occupied at or near capacity over 50% of the time.
- 3) Special requirements that can be accommodated without modification of standards
 - i. Each employee and elected official will be assigned one primary office or workspace in alignment with standards. If more than one work site is needed, additional workspaces will be shared accommodations in a benching configuration.
 - ii. Confidentiality requirements can be accommodated in different ways depending upon the specifics of the situation. A full description of the confidentiality requirement and reasons why it is needed will assist in developing a satisfactory solution. Some needs will require modifications to standards.
 1. Most common is the need for lockable files and storage to afford safety for paperwork and documents; locks can be part of a standard workspace.
 2. Visual confidentiality can be accommodated with blinds, film on glass or frosted glass or opaque walls or panels. Accommodation will be the nearest equivalent to a standard workspace that still provides visual control.
 3. Auditory confidentiality needs may necessitate construction of a room and may potentially require a specific STC (sound transmission coefficient) rating, dictating door, wall and ceiling construction types. Providing a complete description of the functional need will aid in the design.
 - iii. Conference rooms for 10 or more people can be shared through a system of reservation. Specific arrangements or set-up can be accommodated with

reconfigurable furniture. An exception policy exists for group rooms that are filled to near capacity the majority of working hours.

- iv. Public hearings room and boardrooms can generally be shared, set up within a flexible conference room with reconfigurable tables. Flexible audiovisual functions can be designed into shared conference rooms. *Note: The County Board Room has special needs for public accommodation and press, requiring an assigned space designed for the function.*
- v. Training rooms can be shared similarly to conference rooms. IT solutions should be sought for special software requirements, such as employee remote log-in or laptop use. If this proves impracticable, an exception should be sought with an explanation of the functional need.
- vi. Telephone use does not necessarily require a separate room unless there is also an escalated need for privacy. General acoustical masking can be provided with acoustical absorption and sound control systems can be designed into open offices.
- vii. The County goal is to avoid demising walls between departments, and to share one reception and waiting area per office building floor. Exceptions would occur for special security needs requiring separation of one department from another.
- viii. In general, the goal is to share meeting spaces rather than to include them within office space, thus providing better efficiency. Standard offices greater than 120 SF in size will be large enough for limited meeting space. All offices will accommodate a single visitor.
- ix. Break areas, refrigerators, coffee machines, printer/copy machines, etc., will be provided according to standards unless the floor is demised between departments.

B. Planning and Moving Into Existing Space

- 1) Determine if space is temporary or long term
 - i. If temporary, what is the final plan
 - ii. If long term, can the space standards be implemented
 - iii. Over what period can the construction costs be recouped?
- 2) Compare build-out of existing available offices and conference rooms to the programmed needs; reuse existing construction when possible
- 3) Look for opportunities to clarify circulation and to group offices. Can daylight views be opened up?
- 4) Group open areas where possible, or consider partial modification of existing rooms to shared office areas.
- 5) Modify workspace use so that assigned work areas match job descriptions and titles
- 6) If the exact standard workspace configurations prove too expensive to achieve, requiring much demolition and reconstruction, space allocation will match standards as closely as possible on a square foot basis.
- 7) Avoid dead space or underutilized space or overly ample circulation
- 8) Maximize vertical space for storage, remembering that new steel shelving or files are frequently cheaper than the cost of additional square feet of space
- 9) Look for opportunities for consolidation within building so that occupied floors are grouped, and vacant areas are also grouped for best outside lease potential
- 10) Purge all files and document storage, and move all documents not needed on a day-to-day basis to the offsite storage locations.

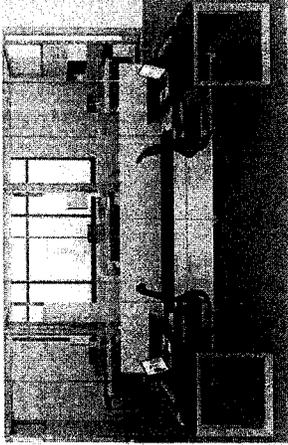
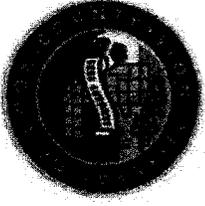
Appendix K - Cook County's New Office Standards



Cook County's New Office Standards

The standards to be applied to all future Cook County office projects include the following:

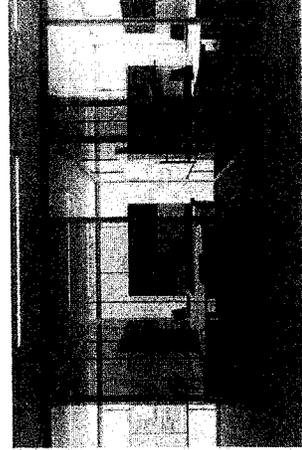
- Provide all workers access to **natural daylight** by moving offices to the interior and giving them glass walls; workstations will be on the perimeter with the windows
- Create a **smaller footprint** in the forms of benching and flexible desk systems
- Promote **employee interaction and collaboration** with an open floor plan
- **Acquire technologies** that promote efficient, mobile & versatile work styles
- **Reduce storage to < 10%** of total USF using digital strategies & processes
- **Provide group spaces** - informal gathering, huddle rooms, small conference rooms on each floor; large conference & training centers for each building



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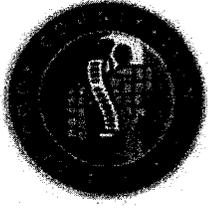


© AllSteel Stride Workstation
Photo used with permission



© AllSteel, Interior Office
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POSITION TYPE	ASSOCIATED WORKSPACE
Bureau Chief/Elected Official	310 SF Office
Deputy Bureau Chief	210 SF Office
Department Head	210 SF Office
Deputy Director/Assistant Director/Special Assistant	120 SF Office
Section Manager Supervisor	48 SF Workstation
Professional/Technical	48 SF Workstation
Administrative Analyst	48 SF Workstation
Clerical/Data Entry	48 SF Workstation
Hoteling Space	36 SF Workstation



Goals for Cook County's New Office Space

- New space will be an **improved workplace**
- Design will **enhance productivity and collaboration** through use of private and shared spaces
- Figurative and literal **transparency** through use of glass walls and door sidelights
- Offices will be considered as a **component of the entire floor** and will not function as a separate suite
- **One office per person**, otherwise will use a touchdown station if required
- **90%** of personnel will be accommodated in **workstations**

Design office standards for an average occupancy of **190 square feet per person** -- this includes the following allocation of shared spaces within the building, as well as each floor:

Shared Spaces on Each Floor

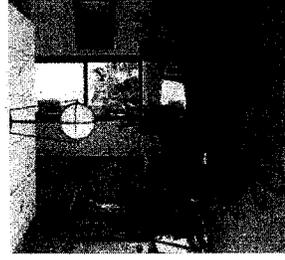
- + Storage/Filing
- + Huddle Rooms
- + Break Rooms
- + Meeting Rooms

Shared Spaces on Each Floor

- + Campus conference centers
- + Training rooms
- + Board/Hearing rooms



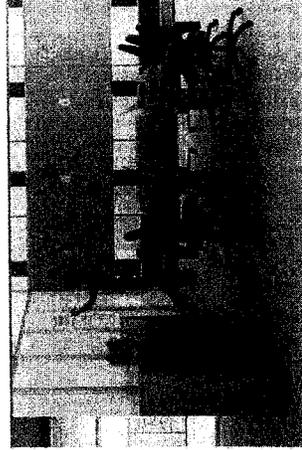
© Steelcase Inc, 2013
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© TKB 2013, Conference Room
Photo by Leslie Schwartz



© Steelcase Inc, 2013
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Appendix L – Disadvantage Business Enterprise Commitment Policy and Goals / Utilization Plans

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by 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 goals, 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 a 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 an 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 the 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 or called (IL UCP).

The Contract Compliance Director may reject the certification of any DBEs on the ground that it does not meet the requirements of the federal regulation, 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 MBE/WBE 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 26, 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 an 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 federal regulation, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an DBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the federal regulation, 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 regulation 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

PROPOSER HEREBY STATES that all DBE firms included in this Plan are certified DBEs listed in the Illinois Unified Certification Program (IL UCP Program).

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

- Proposer is a certified DBE firm. (If so, attach copy of current Letter of Certification)
- 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.cookcountylvil.gov/contractcompliance)
- Proposer is not a certified DBE firm, nor a Joint Venture with DBE partners, but will utilize DBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II 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, Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of 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: AAA Engineering

Address: 4323 West Irving Park Road, Suite 200, Chicago, Illinois 60641

E-mail: rborenstein@aaaengineering.net

Contact Person: Rachel Borenstein Phone: 773.657.3300

Dollar Amount Participation: \$ 270,300.49

Percent Amount of Participation: 17.76 %

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

DBE Firm: RME, Inc.

Address: 200 South Michigan Avenue, Suite 1500, Chicago, Illinois 60604

E-mail: frezai@rme-i.com

Contact Person: Farhad Rezai Phone: 312.870.6600

Dollar Amount Participation: \$ 95,694.36

Percent Amount of Participation: 6.29 %

*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 UTILIZATION PLAN - FORM 1

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

DBE Firm: McGuire Iqleski & Associates, Inc.

Address: 1330 Sherman Avenue, Evanston, Illinois 60201

E-mail: anne@miarchitects.com

Contact Person: Anne McGuire Phone: 847.328.5679 x 111

Dollar Amount Participation: \$ 53,300

Percent Amount of Participation: 3.5 %

*Letter of Intent attached? Yes X No _____

*Current Letter of Certification attached? Yes X No _____

DBE Firm: GSG Consultants, Inc.

Address: 855 West Adams Street, Suite 200, Chicago, Illinois 60607

E-mail: asaenz@gsg-consultants.com

Contact Person: Arturo Saenz Phone: 312.733.6262

Dollar Amount Participation: \$ 33,849.90

Percent Amount of Participation: 2.22 %

*Letter of Intent attached? Yes X No _____

*Current Letter of Certification attached? Yes X No _____

DBE Firm: Bailey Edward Design, Inc.

Address: 35 East Wacker Drive, Suite 2800, Chicago, Illinois 60606

E-mail: edickson@baileyedward.com

Contact Person: Ellen B. Dickson Phone: 312.440.2300

Dollar Amount Participation: \$ 91,583.85

Percent Amount of Participation: 6.02 %

*Letter of Intent attached? Yes X No _____

*Current Letter of Certification attached? Yes X No _____

DBE LETTER OF INTENT - FORM 2

DBE Firm: AAA Engineering

Certifying Agency: IL Department of Transportation

Contact Person: Rachel Borenstein

Certification Expiration Date: Aug. 5, 2015

Address: 4323 West Irving Park Road

Ethnicity: Caucasian

City/State: Chicago, Illinois Zip: 60641

Bid/Proposal/Contract #: 1528-14445

Phone: 773.657.3300 Fax: _____

FEIN #: 27-0847356

Email: rborenstein@aaaengineering.net

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/Electrical/Plumbing Engineering Services

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

\$270,300.49 (Basic Services of \$265,300.49 and Additional Services - LEED Certification Documentation \$5,000)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the 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.

Rachel Borenstein
Signature (M/WBE)

[Signature]
Signature (Prime Bidder/Proposer)

Rachel Borenstein
Print Name

John C. Dzernowski
Print Name

AAA Engineering
Firm Name

FGM Architects Inc.
Firm Name

July 16, 2015
Date

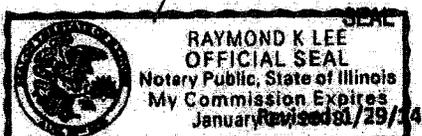
April 15, 2015
Date

Subscribed and sworn before me
this 16 day of July, 2015

Subscribed and sworn before me
this 16 day of July, 2015

Notary Public [Signature]

Notary Public [Signature]





Illinois Department of Transportation

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

August 5, 2014

CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Rachel Borenstein
AAA Engineering, Ltd.
4323 W. Irving Pk. Rd.
Chicago, IL 60614

Dear Ms. Borenstein:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for AAA Engineering, Ltd., and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

In order to remain certified and in good standing, you must annually submit a No Change Affidavit. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises (bureau) within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there are any change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,

A handwritten signature in black ink, appearing to read "Debra A. Clark".

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

DBE LETTER OF INTENT - FORM 2

DBE Firm: Rubinos & Mesia Engineers, Inc.

Certifying Agency: Metra

Contact Person: Dipak S. Shah, SE, PE

Certification Expiration Date: Oct. 1, 2015

Address: 200 South Michigan Avenue, Suite 1500

Ethnicity: Asian-American

City/State: Chicago, Illinois Zip: 60604

Bid/Proposal/Contract #: 1528-14445

Phone: 312.870.6600 Fax: 312.663.1473

FEIN #: 36-3164138

Email: dshah@rme-i.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)

Professional Structural Engineering Services (Basic Services & Additional Services - 6th Floor Opening)

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

→ \$95,694.36 (Basic Services \$34,335.11 and Additional Services - 6th Floor Opening \$57,609.25 and \$3,750 Structural Engineering Site Visits)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the 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 (M/WBE)

[Signature]
Signature (Firm Bidder/Proposer)

Dipak S. Shah
Print Name

John C. Dzarnowski
Print Name

Rubinos & Mesia Engineers, Inc.
Firm Name

FGM Architects Inc.
Firm Name

July 16, 2015
Date

April 15, 2015
Date

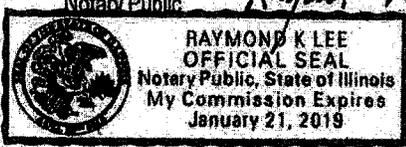
Subscribed and sworn before me
this 16 day of July, 2015

Subscribed and sworn before me
this 16 day of July, 2015

Notary Public Javier Romero
OFFICIAL SEAL
JAVIER ROMERO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06-30-2017

Notary Public Raymond K Lee
OFFICIAL SEAL
RAYMOND K LEE
Notary Public, State of Illinois
My Commission Expires
January 21, 2019

M/WBE Letter of Intent - Form 2





547 W. Jackson Blvd. Chicago, IL 60661 (312) 322-6900 TTY# 1-312-322-6774

October 13, 2014

Dipak S. Shah
Rubinos & Mesia Engineers, Inc.
200 S. Michigan Avenue - STE 1500
Chicago, IL 60604-3607

Dear Mr. Shah:

Metra has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due October 1, 2015. 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 your certification that affect your ability to meet size standards, 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 grounds for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firms 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.metrarail.com under the Business Diversity DBE link. Your firm's name will appear in the IL UCP DBE Directory under the following:

NAICS Code: 541330

Specialty: 541330 - Structural and Civil Engineering Services, Construction
Inspection/Management

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.

Sincerely,

Janice R. Thomas, CPPB
Senior Director
Office of Business Diversity and Civil Rights

JRT:ms/kb

802

DBE LETTER OF INTENT - FORM 2

DBE Firm: McGuire Iglesias & Associates, Inc.

Certifying Agency: CTA

Contact Person: Anne McGuire

Certification Expiration Date: Sept. 2, 2015

Address: 1330 Sherman Avenue

Ethnicity: Caucasian

City/State: Evanston, Illinois Zip: 60201

Bid/Proposal/Contract #: 1528-14445

Phone: 847.328.5679 Fax: _____

FEIN #: 36-4423590

Email: anne@mlarchitects.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)*

Historic Preservation Consulting for: The Cook County Building is a Chicago Landmark, A/E will interact with the Commission representative and follow guidelines provided by the Commission.

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

\$53,300 (Basic Services \$48,300 and Additional Services Public Presentation to Chicago's Landmark Commission \$5,000)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the 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 (MWBE)

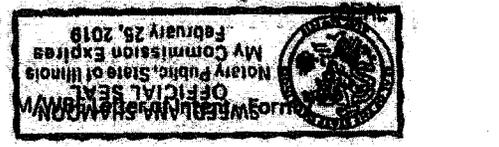
Anne McGuire, President
Print Name

McGuire Iglesias & Associates, Inc.
Firm Name

July 16, 2015
Date

Subscribed and sworn before me
this 16 day of July, 20 15

Notary Public [Signature]



[Signature]
Signature (Prime Bidder/Proposer)

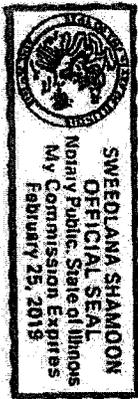
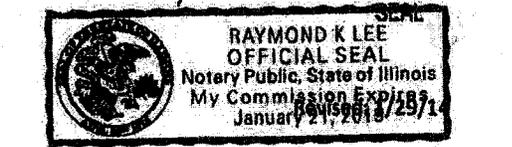
John C. Dzarnowski
Print Name

FGM Architects Inc.
Firm Name

April 15, 2015
Date

Subscribed and sworn before me
this 16 day of July, 20 15

Notary Public [Signature]





CHICAGO TRANSIT AUTHORITY

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

January 5, 2015

Ms. Anne McGuire
McGuire Iglesias & Assoc., Inc.
1330 Sherman Avenue
Evanston, IL 60201

Dear Ms. McGuire:

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 *Continued Eligibility Affidavit* is due **September 2, 2015**. 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:

541310: ARCHITECTURAL (EXCEPT LANDSCAPE) SERVICES

Specialty:

541310: Achitectural services

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.

Sincerely,

A handwritten signature in black ink that reads "Carolyn A. Williams Meza". The signature is written in a cursive, flowing style.

Carolyn A. Williams Meza
Director, Diversity Programs

DBE LETTER OF INTENT - FORM 2

DBE Firm: GSG Consultants, Inc.

Certifying Agency: Metra

Contact Person: Arturo Saenz

Certification Expiration Date: No Expiration

Address: 855 W. Adams Street, Suite 200

Ethnicity: Hispanic

City/State: Chicago, IL Zip: 60607

Bid/Proposal/Contract #: 1528-14445

Phone: (312) 733-6262 Fax: (312) 733-5612

FEIN #: 36-3844476

Email: asaenz@gsg-consultants.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)*

Environmental Consulting Services - Hazardous Materials Assessment and Abatement Design

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

Hazardous Materials Assessment: \$24,662.37 Abatement Design: \$ 9,187.53 Monthly Payment

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the 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 (M/WBE)

Arturo Saenz

Print Name

GSG Consultants, Inc.

Firm Name

04/15/2015

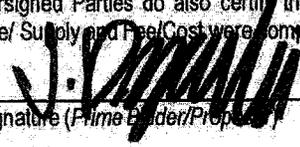
Date

Subscribed and sworn before me

this 15th day of April, 2015

Notary Public Maria Elena Perez





Signature (Prime Bidder/Proposer)

John C. Dzarnowski

Print Name

FGM Architects Inc.

Firm Name

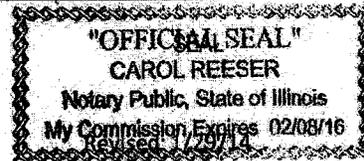
April 15, 2015

Date

Subscribed and sworn before me

this 15th day of APRIL, 2015

Notary Public Carol Reeser





April 7, 2015

Guillermo Garcia
GSG Consultants, Inc.
855 W. Adams Street – STE 200
Chicago, IL 60607

Dear Mr. Garcia:

Metra has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due **April 6, 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 your certification that affect your ability to meet size standards, 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 grounds for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firms 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.metrarail.com under the Business Diversity DBE link. Your firm's name will appear in the IL UCP DBE Directory under the following:

NAICS Code: 541620, 541330, 238910, 541690

Specialty: 541620 – Environmental Consultants
541330 – Geotechnical Engineering, Civil Engineering, Construction Inspection,
Industrial Hygiene
238910 – Drilling Services
541690 – Safety Consulting Services

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.

Sincerely,

Janice R. Thomas, CPPB
Senior Director

Office of Business Diversity and Civil Rights

DBE LETTER OF INTENT - FORM 2

DBE Firm: Bailey Edward Design, Inc.

Certifying Agency: IDOT

Contact Person: Ellen B. Dickson

Certification Expiration Date: No expiration

Address: 35 East Wacker Drive, Suite 2800

Ethnicity: Caucasian

City/State: Illinois Zip: 60601

Bid/Proposal/Contract #: 1528-14445

Phone: 312.440.2300 Fax: 312.440.2303

FEIN #: 20-1870760

Email: edickson@baileyedward.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)*

Fundamental Commissioning, Enhanced Commissioning, Energy Modeling

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:
\$91,583.65, Net 30

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the 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 (M/WBE)

[Signature]
Signature (Prime Bidder/ Proposer)

Robin Whitehurst
Print Name

John C. Dzarnowski
Print Name

Bailey Edward Design Inc.
Firm Name

FGM Architects Inc.
Firm Name

July 1, 2015
Date

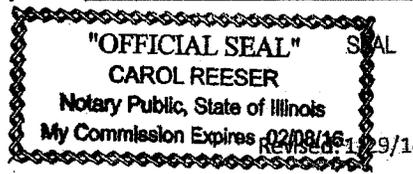
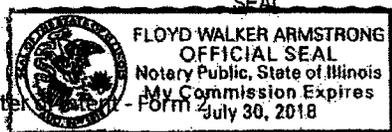
April 15, 2015
Date

Subscribed and sworn before me
this 1st day of July, 2015.

Subscribed and sworn before me
this 1st day of July, 2015.

Notary Public [Signature]

Notary Public [Signature]





Illinois Department of Transportation

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

April 10, 2015

CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Ellen B. Dickson
Bailey Edward Design, Inc.
35 E. Wacker Dr., Ste. 2800
Chicago, IL 60601

Dear Ms. Dickson:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for Bailey Edward Design, Inc. and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

In order to remain certified and in good standing, you must annually submit a No Change Affidavit. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there are any change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,

A handwritten signature in black ink, appearing to read "Debra A. Clark".

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



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

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

July 23, 2015

Ms. Shannon Andrews
Chief Procurement Officer
118 N. Clark St., Room 1018
Chicago, IL 60602

Re: Contract No. 1528-14445
Architectural & Engineering Services 118 N. Clark ADA Renovations on Floors 5, 8 & 10
Office of Capital Planning and Policy

Dear Ms. Andrews:

The following bid response for the above-referenced contract has been reviewed for compliance regarding the Disadvantage Business Enterprises requirements for this contract. The proposed Utilization Plan has been found to be responsive to the project specific overall goal of 35% DBE participation set forth for this contract.

Vendor: FGM Architects, Inc.
Bid Amount: \$1,522,218.00

<u>DBE</u>	<u>Status</u>	<u>Dollar Amount</u>	<u>Commitment</u>
AAA Engineering, Ltd.	DBE (7)- IDOT	\$270,300.49	17.76% D
Rubinos & Mesia Engineers, Inc.	DBE (8)- Metra	\$ 95,694.36	6.29% D
McGuire Iglesias & Associates, Inc.	DBE (7)- CTA	\$ 53,300.00	3.50% D
GSG Consultants, Inc.	DBE (9)- Metra	\$ 33,849.90	2.22% D
Bailey Edward Design, Inc.	<u>DBE (7)- IDOT</u>	<u>\$ 91,583.85</u>	<u>6.01% D</u>
	TOTAL	\$544,728.60	35.78%

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award.

Sincerely,

Jacqueline Gómez
Contract Compliance Director

JG/SS

cc: Phil Boothby, OCPP
Cho Ng, OCPO

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

ELIZABETH ANN DOODY GORMAN
17th District

Appendix M - Identification of Subconsultants

OCPO ONLY: Disqualification Check Complete

**Cook County
Office of the Procurement Officer
Identification of Subconsultant Form**

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

RFP No.: 1528-14445	Date: April 15, 2015
Total Proposal Amount: \$1,522,218	Contract Title: A/E Services 118 N. Clark ADA Renovations Floors 5, 8, 10
Contractor: FGM Architects Inc.	Subconsultant to be added or substitute: AAA Engineering
Authorized Contact for Contractor: John Dzarnowski	Authorized Contact for Subconsultant: Rachel Borenstein
Email Address (Contractor): johnd@fgmarchitects.com	Email Address (Subconsultant): rborenstein@aaaengineering.net
Company Address (Contractor): 200 W. Jackson Blvd Suite 1040	Company Address (Subconsultant): 4323 West Irving Park Road Suite 200
City, State and Zip (Contractor): Chicago, Illinois 60606	City, State and Zip (Subconsultant): Chicago, Illinois 60641
Telephone and Fax (Contractor): p. 312.948.8461 f. 312.948.8462	Telephone and Fax (Subconsultant): p. 773.657.3300 f. N/A
Estimated Start and Completion Dates (Contractor) June 1, 2015–April 28, 2020	Estimated Start and Completion Dates (Subconsultant): June 2015–April 2020

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

<u>Description of Services</u>	<u>Total Price of Subconsultant for Services</u>
MEP/FP Engineering	\$270,300.49

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subconsultant from maintaining its progress on any other contract on which it is either a 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 FGM Architects Inc.

John Dzarnowski

Name

Principal-in-Charge

Title



Prime Contractor Signature

April 15, 2015

Date

**Cook County
Office of the Procurement Officer
Identification of Subconsultant Form**

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

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

RFP No.: 1528-14445	Date: April 15, 2015
Total Proposal Amount: \$1,522,218	Contract Title: A/E Services 118 N. Clark ADA Renovations Floors 5, 8, 10
Contractor: FGM Architects Inc.	Subconsultant to be added or substitute: RME, Inc.
Authorized Contact for Contractor: John Dzarnowski	Authorized Contact for Subconsultant: Farhad Rezai
Email Address (Contractor): johnd@fgmarchitects.com	Email Address (Subconsultant): frezai@rme-i.com
Company Address (Contractor): 200 W. Jackson Blvd Suite 1040	Company Address (Subconsultant): 200 South Michigan Avenue Suite 1500
City, State and Zip (Contractor): Chicago, Illinois 60606	City, State and Zip (Subconsultant): Chicago, Illinois 60604
Telephone and Fax (Contractor): p. 312.948.8461 f. 312.948.8462	Telephone and Fax (Subconsultant): p. 312.870.6600 f. 312.633.1473
Estimated Start and Completion Dates (Contractor) June 1, 2015–April 28, 2020	Estimated Start and Completion Dates (Subconsultant): June 2015–April 2020

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

<u>Description of Services</u>	<u>Total Price of Subconsultant for Services</u>
Structural Engineering	\$95,694.36

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subconsultant from maintaining its progress on any other contract on which it is either a 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 FGM Architects Inc.

John Dzarnowski

Name

Principal-in-Charge

Title



Prime Contractor Signature

April 15, 2015

Date

OCPO ONLY: Disqualification Check Complete

**Cook County
Office of the Procurement Officer
Identification of Subconsultant Form**

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

RFP No.: 1528-14445	Date: April 15, 2015
Total Proposal Amount: \$1,522,218	Contract Title: A/E Services 118 N. Clark ADA Renovations Floors 5, 8, 10
Contractor: FGM Architects Inc.	Subconsultant to be added or substitute: Shen Milson & Wilke
Authorized Contact for Contractor: John Dzarnowski	Authorized Contact for Subconsultant: Randy S. Trtiz
Email Address (Contractor): johnd@fgmarchitects.com	Email Address (Subconsultant): rtritz@smwllc.com
Company Address (Contractor): 200 W. Jackson Blvd Suite 1040	Company Address (Subconsultant): 2 North Riverside Plaza, Suite 1460 Suite 1460
City, State and Zip (Contractor): Chicago, Illinois 60606	City, State and Zip (Subconsultant): Chicago, Illinois 60606
Telephone and Fax (Contractor): p. 312.948.8461 f. 312.948.8462	Telephone and Fax (Subconsultant): p. 312.599.4585 f. 312.599.5393
Estimated Start and Completion Dates (Contractor) June 1, 2015–April 28, 2020	Estimated Start and Completion Dates (Subconsultant): June 2015–April 2020

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

<u>Description of Services</u>	<u>Total Price of Subconsultant for Services</u>
Data/Media/Security/Acoustic Design Consulting	\$179,202.96

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subconsultant from maintaining its progress on any other contract on which it is either a 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 FGM Architects Inc.

John Dzarnowski

Name

Principal-in-Charge

Title



Prime Contractor Signature

April 15, 2015

Date

**Cook County
Office of the Procurement Officer
Identification of Subconsultant Form**

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

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

RFP No.: 1528-14445	Date: April 15, 2015
Total Proposal Amount: \$1,522,218	Contract Title: A/E Services 118 N. Clark ADA Renovations Floors 5, 8, 10
Contractor: FGM Architects Inc.	Subconsultant to be added or substitute: The Concord Group
Authorized Contact for Contractor: John Dzarnowski	Authorized Contact for Subconsultant: Eamon Ryan
Email Address (Contractor): johnd@fgmarchitects.com	Email Address (Subconsultant): eryan@concord-cc.com
Company Address (Contractor): 200 W. Jackson Blvd Suite 1040	Company Address (Subconsultant): 55 East Monroe Street Suite 2850
City, State and Zip (Contractor): Chicago, Illinois 60606	City, State and Zip (Subconsultant): Chicago, Illinois 60603
Telephone and Fax (Contractor): p. 312.948.8461 f. 312.948.8462	Telephone and Fax (Subconsultant): p. 312.424.0250 f. 312.424.0252
Estimated Start and Completion Dates (Contractor) June 1, 2015–April 28, 2020	Estimated Start and Completion Dates (Subconsultant): June 2015–March 2018

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

<u>Description of Services</u>	<u>Total Price of Subconsultant for Services</u>
Cost Estimating Services	\$54,582.94

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subconsultant from maintaining its progress on any other contract on which it is either a 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 FGM Architects Inc.

John Dzarnowski

Name

Principal-in-Charge

Title


Prime Contractor Signature

April 15, 2015

Date

OCPO ONLY: Disqualification Check Complete

**Cook County
Office of the Procurement Officer
Identification of Subconsultant Form**

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

RFP No.: 1528-14445	Date: April 15, 2015
Total Proposal Amount: \$1,522,218	Contract Title: A/E Services 118 N. Clark ADA Renovations Floors 5, 8, 10
Contractor: FGM Architects Inc.	Subconsultant to be added or substitute: McGuire Igleski & Associates, Inc.
Authorized Contact for Contractor: John Dzarnowski	Authorized Contact for Subconsultant: Anne McGuire
Email Address (Contractor): johnd@fgmarchitects.com	Email Address (Subconsultant): anne@miarchitects.com
Company Address (Contractor): 200 W. Jackson Blvd Suite 1040	Company Address (Subconsultant): 1330 Sherman Avenue
City, State and Zip (Contractor): Chicago, Illinois 60606	City, State and Zip (Subconsultant): Evanston, Illinois 60201
Telephone and Fax (Contractor): p. 312.948.8461 f. 312.948.8462	Telephone and Fax (Subconsultant): p. 847.328.5679 f. N/A
Estimated Start and Completion Dates (Contractor) June 1, 2015–April 28, 2020	Estimated Start and Completion Dates (Subconsultant): June 2015–April 2020

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

<u>Description of Services</u>	<u>Total Price of Subconsultant for Services</u>
Historic Preservation Consulting	\$53,300

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subconsultant from maintaining its progress on any other contract on which it is either a 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 FGM Architects Inc.

John Dzarnowski

Name

Principal-in-Charge

Title



Prime Contractor Signature

April 15, 2015

Date

**Cook County
Office of the Procurement Officer
Identification of Subconsultant Form**

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

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

RFP No.: 1528-14445	Date: April 15, 2015
Total Proposal Amount: \$1,522,218	Contract Title: A/E Services 118 N. Clark ADA Renovations Floors 5, 8, 10
Contractor: FGM Architects Inc.	Subconsultant to be added or substitute: GSG Consultants, Inc.
Authorized Contact for Contractor: John Dzarnowski	Authorized Contact for Subconsultant: Arturo Saenz
Email Address (Contractor): johnd@fgmarchitects.com	Email Address (Subconsultant): asaenz@gsg-consultants.com
Company Address (Contractor): 200 W. Jackson Blvd Suite 1040	Company Address (Subconsultant): 855 West Adams Street Suite 200
City, State and Zip (Contractor): Chicago, Illinois 60606	City, State and Zip (Subconsultant): Chicago, Illinois 60607
Telephone and Fax (Contractor): p. 312.948.8461 f. 312.948.8462	Telephone and Fax (Subconsultant): p. 312.733.6262 f. 312.733.5612
Estimated Start and Completion Dates (Contractor) June 1, 2015–April 28, 2020	Estimated Start and Completion Dates (Subconsultant): June 2015–April 2020

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

<u>Description of Services</u>	<u>Total Price of Subconsultant for Services</u>
Environmental Consulting	\$33,849.90

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subconsultant from maintaining its progress on any other contract on which it is either a 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 FGM Architects Inc.

John Dzarnowski
Name

Principal-in-Charge
Title


Prime Contractor Signature

April 15, 2015
Date

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

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

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

RFP No.: 1528-14445	Date: April 15, 2015
Total Proposal Amount: \$1,522,218	Contract Title: A/E Services 118 N. Clark ADA Renovations Floors 5, 8 & 10
Contractor: FGM Architects Inc.	Subconsultant to be added or substitute: Bailey Edward Design, Inc.
Authorized Contact for Contractor: John C. Dzarnowski	Authorized Contact for Subconsultant: Ellen B. Dickson
Email Address (Contractor): johnd@fgmarchitects.com	Email Address (Subconsultant): edickson@baileyedward.com
Company Address (Contractor): 200 W. Jackson Blvd Suite 1040	Company Address (Subconsultant): 35 East Wacker Drive, Suite 2800
City, State and Zip (Contractor): Chicago, Illinois 60606	City, State and Zip (Subconsultant): Chicago, Illinois 60601
Telephone and Fax (Contractor) p. 312.948.8461 f. 312.948.8462	Telephone and Fax (Subconsultant) p. 312.440.2300 f. 312.440.2303
Estimated Start and Completion Dates (Contractor) June 2015 – June 2021	Estimated Start and Completion Dates (Subconsultant) June 2015 - June 2021

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

<u>Description of Services</u>	<u>Total Price of Subconsultant for Services</u>
Commissioning/Energy Modeling	\$91,583.85

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subconsultant from maintaining its progress on any other contract on which it is either a 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 FGM Architects Inc.

John Dzarnowski
Name

Principal-in-Charge
Title



Prime Contractor Signature

April 15, 2015
Date

Appendix N - 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: FGM Architects Inc.

ADDRESS: 200 W. Jackson Blvd, Suite 1040, Chicago, Illinois 60606

TELEPHONE: 312.948.8461

CONTACT NAME: John Dzarnowski

CONTACT EMAIL: johnd@fgmarchitects.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.

None

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: 1528-14445

- 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:
Ms. Shannon Andrews, Chief Procurement Officer

- 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 CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

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

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

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

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



Signature
John Dzarnowski

Name (Type or Print)

Principal-in-Charge

April 15, 2015

Title

Date

Appendix O - Economic Disclosure Statement and Execution Document

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

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
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.

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 Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name FGM Architects Inc.

D/B/A: _____ FEIN NO/SSN (LAST FOUR DIGITS): 37-0900899

Street Address: 200 W. Jackson Blvd, Suite 1040

City: Chicago State: Illinois Zip Code: 60630

Phone No.: 312.948.8461 Fax Number: 312.948.8462 Email: johnd@fgmarchitects.com

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
John F. Ochoa	200 W. Jackson Blvd, Suite 1040, Chicago, IL 60606	16.54%
James G. Woods	200 W. Jackson Blvd, Suite 1040, Chicago, IL 60606	12.85%
August F. Battaglia	200 W. Jackson Blvd, Suite 1040, Chicago, IL 60606	11.56%

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 None	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
None			

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
Find list on the following page			

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.

List of FGM Board members/Principals

John F. Ochoa	200 W. Jackson Blvd, Suite 1040, Chicago, IL 60606	President & CEO	29 years
Kathleen Miles	200 W. Jackson Blvd, Suite 1040, Chicago, IL 60606	CFO	15 years
August F. Battaglia	200 W. Jackson Blvd, Suite 1040, Chicago, IL 60606	PK-12 Design Director	16 years
Joseph Chronister	200 W. Jackson Blvd, Suite 1040, Chicago, IL 60606	Director, Higher Education	7 years
Tim Kwiatkowski	200 W. Jackson Blvd, Suite 1040, Chicago, IL 60606	Southern Region Manager	16 years
James G. Woods	200 W. Jackson Blvd, Suite 1040, Chicago, IL 60606	Director, PK-12 Education	17 years
John Dzarnowski	200 W. Jackson Blvd, Suite 1040, Chicago, IL 60606	Director, Municipal & Recreation	7 years
Andy Jasek	200 W. Jackson Blvd, Suite 1040, Chicago, IL 60606	Northern Region Manager & Director, Fire Service	19 years

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

Signature

john.d@fgmarchitects.com

E-mail address

Subscribed to and sworn before me
this 15th day of April, 2015

x *Carol Reeser*

Signature

Principal-in-Charge

Title

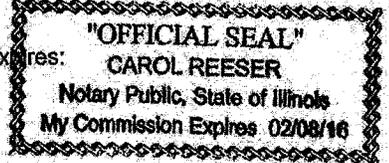
April 15, 2015

Date

312.948.8461

Phone Number

My commission expires:



Notary Public

Notary Seal



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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Neotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

Address of Person Doing Business with the County: 200 W. Jackson Blvd, Suite 1040

Phone number of Person Doing Business with the County: 312.948.8461

Email address of Person Doing Business with the County: johnd@fgmarchitects.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:

FGM Architects Inc.

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

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

1528-14445

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 1,522,218.00

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: _____

Ms. Shannon E. Andrews, Chief Procurement Officer

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: _____

Mr. Michael Gumm, AIA, LEED AP, ADA Compliance Project Director
Bureau of Economic Development Office of Capital Planning and Policy
69 West Washington, Suite 3000, Chicago, Illinois 60602
P. 312.603.0317 F. 312.603.0997

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

Check the box that applies and provide related information where needed

The Person Doing Business with the County is **an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

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

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

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

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

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

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

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

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

Name of Person Responsible
for the General
Administration of the
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

Name of Agent Authorized
to Execute Documents for
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship

Name of Employee of
Business Entity Directly
Engaged in Doing Business
with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship

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

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



Signature of Recipient

April 15, 2015

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@cookcountyl.gov

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

SECTION 4

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINALS

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

Execution by Corporation

John F. Ochoa
President's Name

John F. Ochoa
President's Signature

312.948.8461

johno@fgmarchitects.com
Email

Telephone

Kathleen Mills
Secretary Signature

April 15, 2015
Date

Execution by LLC

Member/Manager (Signature)*

Date

Telephone

Email

Execution by Partnership/Joint Venture

Partner/Joint Venturer (Signature)*

Date

Telephone

Email

Execution by Sole Proprietorship

Signature

Date

Signature

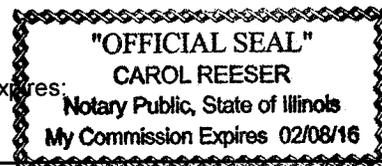
Date

Telephone

Email

Carol Reeser
Notary Public Signature

My commission expires:



Notary Seal

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

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 19 DAY OF February, 2016

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

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

1528-14445

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 1,522,218.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:



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

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

FEB 10 2016